

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAIAM AMERICAS INC.		07/31/2012	CORPORATION: COLORADO
SPRI PRODUCTS INC.		07/31/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC BANK, National Association		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	85631798	BANYAN & BO	
Serial Number:	85629384	BANYAN & BO	
Registration Number:	3261485	FAST & FIRM SERIES	
Registration Number:	1895931	FIRM	
Registration Number:	1888532	FIRM BELIEVERS	
Registration Number:	2687414	FIRM FORMULA	
Registration Number:	1871175	GOODTIMES	
Registration Number:	1766686	GOODTIMES	
Registration Number:	1905525	GOODTIMES	
Registration Number:	2336886	GREATEST HEROES AND LEGENDS OF THE BIBLE	
Registration Number:	3171866	GT XPRESS 101	
Serial Number:	85588205	MAXEDGE	
Serial Number:	85477903	MAXNATURAL	

Serial Number:	85030987	STEP360
Registration Number:	4027161	STEP360
Serial Number:	85030952	STEP360
Registration Number:	4027167	STEP360
Registration Number:	2117719	THE FIRM
Registration Number:	3996936	THEFIRM
Registration Number:	3985579	THE FIRM
Registration Number:	1522134	THE FIRM
Registration Number:	1928088	THE FIRM
Registration Number:	3104372	THE FIRM BOX
Registration Number:	3056957	THE TRANSFIRMER
Registration Number:	3096068	TOTAL STRIDER
Registration Number:	3605885	WALK AWAY THE POUNDS
Registration Number:	3080081	WALK AWAY THE POUNDS EXPRESS
Registration Number:	3619418	KETTLENETICS
Registration Number:	3626962	KETTLENETICS
Registration Number:	2694031	ABC 4 KIDZ
Registration Number:	3151724	EXERGYM
Registration Number:	2891720	FLEX N' POINT
Registration Number:	2660752	PILATES POWER RING
Registration Number:	2660721	PILATES-ANYWHERE...ANYTIME
Registration Number:	1568600	PUMPING RUBBER
Registration Number:	3665300	SLANTED RISER
Registration Number:	3262184	SPRI
Registration Number:	2788411	SPRI
Registration Number:	2097387	SPRI
Registration Number:	2538305	SPRI
Registration Number:	2383873	XERBALL
Registration Number:	2692943	XERCUFFS
Registration Number:	2942487	XERDISC
Registration Number:	2064862	XERGYM
Registration Number:	2094904	XERING
Registration Number:	2101294	XERTUBE
Registration Number:	3091156	XPRESS

Fax Number: 2158325619

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 215.569.5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye, Esquire

Address Line 1: 130 N. 18th Street

Address Line 2: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01880 (PNC)
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	08/02/2012

**Total Attachments: 18**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 31st day of July, 2012 by GAIAM AMERICAS INC., a corporation formed under the laws of the State of Colorado and SPRI PRODUCTS INC., a corporation formed under the laws of the State of Illinois (collectively, the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

**W I T N E S S E T H**

WHEREAS, Grantor, GT Direct, Inc. and VE Newco, LLC ("collectively, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, patents and copyrights, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference.

2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement. In addition, the following term has the meaning set forth below:

"Copyrights" means (a) all of Grantor's now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all copyrights and copyrightable works (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), copyright registrations and renewals, and applications for copyright registrations and renewals, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world, and (e) all proceeds thereof.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration and application and each patent and patent application listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof;

(ii) each Copyright listed on Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent, or copyright, or (b) injury to the goodwill associated with any trademark.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent or in accordance with the Loan Agreement.

5. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I and Schedule II attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

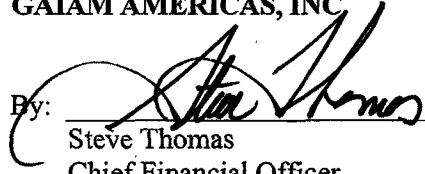
7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be formed wholly within the State of New York. Any judicial proceeding brought by or against any Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its

address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Grantor waives the right to remove any judicial proceeding brought against any Grantor in any state court to any federal court. Any judicial proceeding by any Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GAIAM AMERICAS, INC.**


By:  \_\_\_\_\_  
Steve Thomas  
Chief Financial Officer

**SPRI PRODUCTS, INC.**

By:  \_\_\_\_\_  
Steve Thomas  
Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
\_\_\_\_\_  
Albert Sarkis  
Vice President

*Signature Page to Intellectual Property Security Agreement*

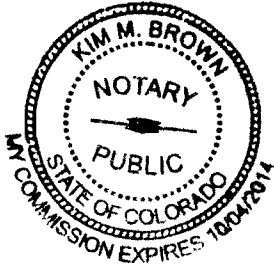
**TRADEMARK**  
**REEL: 004834 FRAME: 0651**



**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF COLORADO : SS  
COUNTY OF ~~BOULDER~~ DENVER:

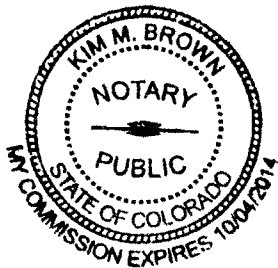
On this \_\_\_ day of July, 2012, before me personally appeared Steve Thomas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Gaiam Americas, Inc.; that he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Kim M. Brown  
Notary Public  
My Commission Expires: 10/4/2014

UNITED STATES OF AMERICA :  
STATE OF COLORADO : SS  
COUNTY OF ~~BOULDER~~ DENVER:

On this \_\_\_ day of July, 2012, before me personally appeared Steve Thomas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of SPRI Products, Inc.; that he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.





Kim M. Brown  
Notary Public  
My Commission Expires: 10/4/2014

*Acknowledgment to Intellectual Property Security Agreement*

**SCHEDULE 1**

**TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
BANYAN & BO	Gaiam Americas, Inc.	USA	pending	85631798 5-22-12
BANYAN & BO	Gaiam Americas, Inc.	USA	pending	85629384 5-18-12
FAST & FIRM SERIES (Word Mark)	Gaiam Americas, Inc.	USA	3261485 7-10-07	76565978 12-18-03
FIRM (Word Mark)	Gaiam Americas, Inc.	Canada	TMA433421 9-16-94	0723981
FIRM (Word Mark)	Gaiam Americas, Inc.	USA	1895931 5-30-95	74361143 2-22-93
FIRM BELIEVERS (Word Mark)	Gaiam Americas, Inc.	USA	1888532 4-11-95	74360804 2-22-93
FIRM BELIEVERS (Word Mark)	Gaiam Americas, Inc.	Canada	TMA433422 9-16-94	0723982
FIRM FORMULA (Word Mark)	Gaiam Americas, Inc.	USA	2687414 2-11-03	76329273 10-24-01
	Gaiam Americas, Inc.	USA	1871175 1-3-95	74496167 3-3-94
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	USA	1766686 4-20-93	74179618 6-25-91
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	USA	1905525 7-18-95	74557169 8-4-94
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	Canada	TMA337571 2-26-88	0579049
GREATEST HEROES AND LEGENDS OF THE BIBLE (Word Mark)	Gaiam Americas, Inc.	USA	2336886 3-28-00 (Suppl. Reg.)	75606097 12-15-98
	Gaiam Americas, Inc.	USA	3171866 11-14-06	76569236 1-12-04
GT XPRESS 101 (Word Mark)	Gaiam Americas	Japan	5247121	2009-10081

SCHEDULE - 1

074658.01880/7145003v.4

**TRADEMARK  
REEL: 004834 FRAME: 0653**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
	Inc.		7-10-09	
MAXEDGE	Gaiam Americas, Inc.	USA	pending	85588205 4-3-12
MAXNATURAL	Gaiam Americas, Inc.	USA	pending	85477903 11-21-11
	Gaiam Americas, Inc.	USA	pending	85030987 5-5-10
	Gaiam Americas, Inc.	USA	4027161 9-13-11	85975449 5-5-10
STEP360 (Word Mark)	Gaiam Americas, Inc.	Japan	5387021 1-28-11	2010-037763
STEP360 (Word Mark)	Gaiam Americas, Inc.	China	8439626 9-7-11	8439626
STEP360 (Word Mark)	Gaiam Americas, Inc.	China	pending	8439629
STEP360 (Word Mark)	Gaiam Americas, Inc.	China	8439656 7-14-11	8439656
STEP360 (Design Mark)	Gaiam Americas, Inc.	China	pending	8439625
STEP360 (Design Mark)	Gaiam Americas, Inc.	China	8439623 7-14-11	8439623
STEP360 (Design Mark)	Gaiam Americas, Inc.	China	8439621 9-7-11	8439621
STEP360 (Word Mark)	Gaiam Americas, Inc.	Canada	pending	1480899
STEP360 (Design Mark)	Gaiam Americas, Inc.	Canada	pending	1480901
STEP360 (Word Mark)	Gaiam Americas, Inc.	Mexico	1171020 7-28-10	1095435
STEP360 (Word Mark)	Gaiam Americas, Inc.	Mexico	1174010 8-17-10	1095436
STEP360 (Word Mark)	Gaiam Americas, Inc.	Mexico	1174011 8-18-10	1095437
STEP360	Gaiam Americas,	Mexico	1174012	1095438

SCHEDULE - 1

074658.01880/7145003v.4

**TRADEMARK**  
**REEL: 004834 FRAME: 0654**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
(Word Mark)	Inc.		8-17-10	
STEP360 (Word Mark)	Gaiam Americas, Inc.	Mexico	1200256 2-9-11	1095439
STEP360 (Design Mark)	Gaiam Americas, Inc.	Mexico	1182068 9-30-10	1095440
STEP360 (Design Mark)	Gaiam Americas, Inc	Mexico	1176657 8-27-10	1095441
STEP360 (Design Mark)	Gaiam Americas, Inc	Mexico	1174299 8-18-10	1095442
STEP360 (Design Mark)	Gaiam Americas, Inc	Mexico	1174938 8-20-10	1095443
STEP360 (Design Mark)	Gaiam Americas, Inc	Mexico	1200257 2-9-11	1095444
STEP360 (Word Mark)	Gaiam Americas, Inc.	Australia	1361544 3-23-11	13280828
STEP360 (Design Mark)	Gaiam Americas, Inc.	Australia	1361546 3-23-11	13280950
STEP360 (Word Mark)	Gaiam Americas, Inc.	New Zealand	824187 11-13-10	824187
STEP360 (Design Mark)	Gaiam Americas, Inc.	New Zealand	824189 11-13-10	824189
STEP360 (Word Mark)	Gaiam Americas, Inc.	European Community (CTM)	009103482 5-13-10	009103482
STEP360 (Design Mark)	Gaiam Americas, Inc.	European Community (CTM)	009103474 5-13-10	009103474
STEP360 (Design Mark)	Gaiam Americas, Inc.	Japan	5387020 1-28-11	2010-037762
STEP360 (Word Mark)	Gaiam Americas, Inc.	USA	pending	85030952 5-5-10
STEP360 (Word Mark)	Gaiam Americas, Inc.	USA	4027167 9-13-11	85975479 5-5-10
	Gaiam Americas, Inc.	USA	2117719 12-2-97	75174619 10-1-96
	Gaiam Americas, Inc.	USA	3996936 7-19-11	85183610 11-23-10

SCHEDULE - 1

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**TRADEMARK**  
**REEL: 004834 FRAME: 0655**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Canada	TMA372967 9-7-90	0613837
THE FIRM (Word Mark)	Gaiam Americas, Inc.	New Zealand	660048 1-7-03	660048
THE FIRM (Word Mark)	Gaiam Americas, Inc.	New Zealand	660513 1-16-03	660513
THE FIRM (Word Mark)	Gaiam Americas, Inc.	New Zealand	660514 1-16-03	660514
THE FIRM (Word Mark)	Gaiam Americas, Inc.	USA	3985579 6-28-11	85183570 11-23-10
THE FIRM (Word Mark)	Gaiam Americas, Inc.	USA	1522134 1-24-89	73682569 9-3-87
THE FIRM (Word Mark)	Gaiam Americas, Inc.	USA	1928088 10-17-95	74591607 10-27-94
THE FIRM BOX (Word Mark)	Gaiam Americas, Inc.	USA	3104372 6-13-06	76548021 9-29-03
<sup>The</sup> <b>TRANSFIRMER</b>	Gaiam Americas, Inc.	USA	3056957 2-7-06	76623025 12-3-04
TOTAL STRIDER (Word Mark)	Gaiam Americas, Inc.	USA	3096068 5-23-06	76566362 12-12-03
WALK AWAY THE POUNDS (Word Mark)	Gaiam Americas, Inc.	Canada	TMA585707 7-22-03	1124589
WALK AWAY THE POUNDS (Word Mark)	Gaiam Americas, Inc.	USA	3605885 4-14-09	77565977 9-9-08
WALK AWAY THE POUNDS (Word Mark)	Gaiam Americas, Inc.	Australia	897486 12-7-01	
WALK AWAY THE POUNDS EXPRESS (Word Mark)	Gaiam Americas, Inc.	USA	3080081 4-11-06	76446718 9-4-02
XPRESS REDI SET GO (Word Mark)	Gaiam Americas Inc.	Japan	5400794 3-25-11	2009-10083
	Gaiam Americas, Inc.	USA	3619418 5-12-09	77976497 4-1-08
KETTLENETICS (Word Mark)	Gaiam Americas, Inc.	USA	3626962 5-26-09	77976474 3-31-08
THE FIRM (Word Mark)	Gaiam Americas, Inc.	United Kingdom	2303436 11-29-02	2303436

SCHEDULE - 1

074658.01880/7145003v.4

**TRADEMARK**  
**REEL: 004834 FRAME: 0656**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
THE RAMP (Design Mark)	Gaiam Americas, Inc.	China	3660432 12-21-05	3660432
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Taiwan	1099934 5-1-04	92050778
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Malaysia	0309602 3-21-03	2003-09602
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Costa Rica	pending	2003-5402
THE RAMP (Design mark)	Gaiam Americas, Inc.	New Zealand	703841 11-3-03	703841
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Mexico	757376 7-3-02	554663
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Mexico	757377 7-3-02	554665
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	Taiwan	698543 12-1-95	
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Japan	5014815 1-5-07	2006-026304
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Japan	3228754 11-29-96	H06-041562
THE FIRM (Word Mark)	Gaiam Americas, Inc.	South Africa	2002/10197 7-15-02	2002/110197
THE FIRM (Word Mark)	Gaiam Americas, Inc.	South Africa	2002/10199 7-15-02	2002/110199
THE FIRM (Word Mark)	Gaiam Americas, Inc.	South Africa	2002/10200 7-15-02	2002/110200
THE FIRM (Word Mark)	Gaiam Americas, Inc.	Australia	918795 7-4-02	
THE FIRM (Word Mark)	Gaiam Americas, Inc.	European Community (CTM)	2758563 10-30-03	2758563
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Korea	0586721 7-5-04	40-2003-34690
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Australia	965213 8-8-03	
THE RAMP (Design Mark)	Gaiam Americas, Inc.	European Community (CTM)	3289162 4-2-05	3289162

SCHEDULE - 1

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**TRADEMARK**  
**REEL: 004834 FRAME: 0657**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
WALK AWAY THE POUNDS (Word Mark)	Gaiam Americas, Inc.	European Community (CTM)	2512689 12-14-01	2512689
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	Singapore	T94/10387C 11-30-94	T94/10387C
GOODTIMES (Word Mark)	Gaiam Americas, Inc.	Argentina	2062717 1-13-06	2543478
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Singapore	T03/11545H 3-20-03	T03/11545H
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Thailand	Kor197416 7-29-03	525394
THE RAMP (Design Mark)	Gaiam Americas, Inc.	Argentina	2007488 1-25-05	2448087
ABC 4 KIDZ	SPRI Products, Inc.	USA	2694031 3-04-03	76294002 8-2-01
EXERGYM	SPRI Products, Inc.	USA	3151724 10-3-06	78423716 5-24-04
FLEX N' POINT	SPRI Products, Inc.	USA	2891720 10-5-04	76483820 1-21-03
PILATES POWER RING	SPRI Products, Inc.	USA	2660752 12-10-02	76308434 8-31-01
PILATES- ANYWHERE...ANYTIME	SPRI Products, Inc.	USA	2660721 12-10-02	76296615 8-07-01
PUMPING RUBBER	SPRI Products, Inc.	USA	1568600 11-28-89	73790749 4-3-89
SLANTED RISER	SPRI Products, Inc.	USA	3665300 8-4-09	77582128 9-30-08
SPRI	SPRI Products, Inc.	Australia	948432 3-26-03	948432 3-26-03
SPRI	SPRI Products, Inc.	European Community	003114857 3-31-03	003114857 3-31-03
SPRI	SPRI Products, Inc.	USA	3262184 7-10-07	78530013 12-9-04
SPRI	SPRI Products, Inc.	USA	2788411 12-2-03	76451065 9-19-02
SPRI	SPRI Products, Inc.	Japan	4839192	200330942

SCHEDULE - 1

074658.01880/7145003v.4

**TRADEMARK**  
**REEL: 004834 FRAME: 0658**

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Reg. No./Reg. Date</u>	<u>Serial No./Appl. Date</u>
			2-18-05	4-16-03
SPRI	SPRI Products, Inc.	Japan	5013489 12-22-06	2004-53908 6-10-04
SPRI	SPRI Products, Inc.	Mexico	1122630 9-25-09	869155 7-18-07
SPRI	SPRI Products, Inc.	USA	2097387 9-16-97	75153728 8-21-96
SPRI	SPRI Products, Inc.	Canada	TMA572594 12-18-02	1090019 1-23-01
SPRI	SPRI Products, Inc.	Taiwan	1359255 4-16-09	096054848 11-20-07
SPRI	SPRI Products, Inc.	USA	2538305 2-12-02	76295005 8-2-01
SPRI (Class 28)	SPRI Products, Inc.	China (People's Republic)	6430567 5-21-10	6430567 12-11-07
SPRI (Class 9)	SPRI Products, Inc.	China (People's Republic)	6430815 3-28-10	6430815 12-11-07
XERBALL	SPRI Products, Inc.	USA	2383873 9-5-00	75504006 6-17-98
XERCUFFS	SPRI Products, Inc.	USA	2692943 3-4-03	76402224 4-29-02
XERDISC	SPRI Products, Inc.	USA	2942487 4-19-05	76404431 5-7-02
XERGYM	SPRI Products, Inc.	USA	2064862 5-27-97	75088273 4-15-96
XERING	SPRI Products, Inc.	USA	2094904 9-9-97	75153741 8-21-96
XERTUBE	SPRI Products, Inc.	USA	2101294 9-30-97	75162275 9-9-96
XPRESS	SPRI Products, Inc.	USA	3091156 5-9-06	78406474 4-22-04

SCHEDULE - 1



**PATENTS**

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Patent No. / Issue Date</u>	<u>Appl. No./ Appl. Date</u>
ADJUSTABLE EXERCISE DEVICE AND A DEVICE FOR ADJUSTING AN EXERCISE DEVICE	SPRI Products, Inc.	USA	8088046 1-3-12	13072517 3-25-11
ADJUSTABLE RESISTANCE TRAINING APPARATUS	SPRI Products, Inc.	USA	7998037 8-16-11	12761142 4-15-10
ADJUSTABLE EXERCISE DEVICE AND A DEVICE FOR ADJUSTING AN EXERCISE DEVICE	SPRI Products, Inc.	USA	7927256 4-19-11	11381915 5-5-06
ADJUSTABLE EXERCISE DEVICE AND A DEVICE FOR ADJUSTING AN EXERCISE DEVICE	SPRI Products, Inc.	USA	7922623 4-12-11	11381894 5-5-06
RESISTANCE EXERCISE DEVICE	SPRI Products, Inc.	USA	7628743 12-8-09	12327416 12-3-08
RESISTANCE EXERCISE DEVICE	SPRI Products, Inc.	USA	7503883 3-17-09	11757866 6-4-07
EXERCISE DEVICE	SPRI Products, Inc.	USA	7455632 11-25-08	10958905 10-5-04
INCLINED RISER FOR AN EXERCISE DEVICE	SPRI Products, Inc.	USA	D560260 1-22-08	29258158 4-18-06
EXERCISE DEVICE	SPRI Products, Inc.	USA	7175574 2-13-07	10774719 2-9-04
EXERCISE DEVICE AND METHOD FOR FORMING HANDLES OF THE DEVICE	SPRI Products, Inc.	USA	5800322 9-1-98	852962 4-4-97
BALL CHAIR	Gaiam Americas, Inc.	USA	D635373 4-5-11	29372084 10-12-10
COOKWARE	Gaiam Americas, Inc.	USA	D602732 10-27-09	29315192 6/2/09
SPATULA	Gaiam Americas, Inc.	USA	D602313 10-20-09	29315191 6-2-09

SCHEDULE - 1

074658.01880/7145003v.4

**TRADEMARK**  
**REEL: 004834 FRAME: 0660**

**SCHEDULE 2**

**COPYRIGHTS**

<b>COPYRIGHTS</b>				
<b>Mark</b>	<b>Status</b>	<b>Country</b>	<b>Reg No</b>	<b>Reg Date</b>
None.				

## POWER OF ATTORNEY

GAIAM AMERICAS INC. and SPRI PRODUCTS, INC. (collectively, the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor, GT Direct, Inc. and VE NewCo, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

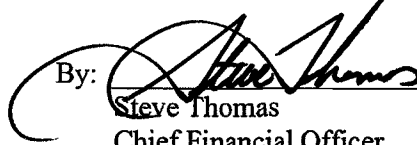
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

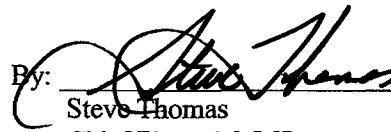
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this  
31 day of July, 2012.

**GAIAM AMERICAS, INC.**

By:  \_\_\_\_\_  
Steve Thomas  
Chief Financial Officer

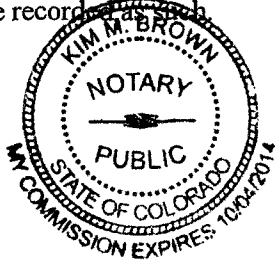
**SPRI PRODUCTS, INC.**

By:  \_\_\_\_\_  
Steve Thomas  
Chief Financial Officer

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF COLORADO : SS  
COUNTY OF BOULDER *Denver*

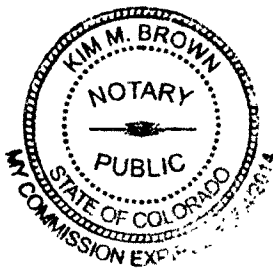
On this \_\_\_ day of July, 2012, before me personally appeared Steve Thomas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Gaiam Americas, Inc.; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



*Kim M. Brown*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *10/4/2014*

UNITED STATES OF AMERICA :  
STATE OF COLORADO : SS  
COUNTY OF BOULDER :

On this \_\_\_ day of July, 2012, before me personally appeared Steve Thomas, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of SPRI Products, Inc.; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



*Kim M. Brown*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *10/4/2014*

*Acknowledgment to Power of Attorney to Intellectual Property Security Agreement*