

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Human Touch, LLC | | 09/21/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| Interactive Health Finance Corp. | | 09/21/2012 | CORPORATION: DELAWARE |
| Interactive Health, Inc. | | 09/21/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------------|
| Name: | Salus Capital Partners, LLC |
| Street Address: | 197 First Avenue |
| Internal Address: | Suite 250 |
| City: | Needham Heights |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02494 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 1757606 | ACUPAD |
| Registration Number: | 3486175 | ACUPOINT |
| Registration Number: | 3901296 | ACUTOUCH |
| Registration Number: | 3244594 | ACUVIBE |
| Registration Number: | 4030012 | BODY SPA |
| Registration Number: | 3888235 | CIRQLATION |
| Registration Number: | 3955411 | EASY SLEEVES |
| Registration Number: | 2234888 | EQUALIZER |
| Registration Number: | 3747194 | FEEL BETTER |
| Registration Number: | 4003239 | FEEL BETTER EVERYWHERE |
| Registration Number: | 3891556 | FIGURE-EIGHT |

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|----------------------|---------|-------------------------------|
| Registration Number: | 3891557 | FIGURE-EIGHT TECHNOLOGY |
| Registration Number: | 1395716 | GET-A-WAY CHAIR |
| Registration Number: | 2795079 | HEALTHY FURNITURE |
| Registration Number: | 3525646 | HT |
| Registration Number: | 3525652 | HT HUMAN TOUCH |
| Registration Number: | 3655179 | HT HUMAN TOUCH |
| Registration Number: | 3908272 | HT HUMAN TOUCH |
| Registration Number: | 3915199 | HT HUMAN TOUCH IJOY |
| Registration Number: | 4003169 | HT-CONNECT |
| Registration Number: | 3373936 | HUMAN TOUCH |
| Registration Number: | 3752733 | HUMAN TOUCH IJOY BOARD |
| Registration Number: | 3673657 | HT HUMAN TOUCH IJOY RIDE |
| Registration Number: | 2949635 | IJOY |
| Registration Number: | 3331120 | IJOY BOARD LIVE. PLAY. RELAX. |
| Registration Number: | 3353478 | IJOY RIDE LIVE. PLAY. RELAX. |
| Registration Number: | 3182844 | IJOY LIVE. PLAY. RELAX. |
| Registration Number: | 2361000 | INTERACTIVE HEALTH |
| Registration Number: | 3767882 | HT |
| Registration Number: | 3270508 | OTTOMAN 2.0 |
| Registration Number: | 3263552 | OTTOMAN 3.0 |
| Registration Number: | 3266697 | OTTOMAN 3.5 |
| Registration Number: | 2250641 | PERFECT CHAIR |
| Registration Number: | 2713298 | PERFECT CHAIR |
| Registration Number: | 2655112 | ROBOTIC MASSAGE |
| Registration Number: | 3659528 | ROBOTIC MASSAGE TECHNOLOGY |
| Registration Number: | 3959344 | SERENITY |
| Registration Number: | 3747352 | SOFSUEDE |
| Registration Number: | 3721460 | SWAN |
| Registration Number: | 4023145 | THERMOSTRETCH |
| Registration Number: | 2673375 | WARM AIR |
| Registration Number: | 3797770 | WHOLEBODY |
| Registration Number: | 4053633 | ZERO G |

CORRESPONDENCE DATA

Fax Number: 6172484000

TRADEMARK
REEL: 004866 FRAME: 0241

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

Email: tadmin@choate.com
Correspondent Name: Elizabeth A. Walker
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

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|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 2010280.0009 |
| NAME OF SUBMITTER: | Elizabeth A. Walker |
| Signature: | /Elizabeth A. Walker/ |
| Date: | 09/24/2012 |

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2012, is entered into between Human Touch, LLC, a Delaware limited liability company ("Human Touch") and Interactive Health Finance Corp., a Delaware corporation ("IHFC" and, together with "Human Touch" are each, individually and collectively referred to herein as the "Borrower"), Interactive Health, Inc. ("Interactive Health" and, together with the Borrowers, the "Grantor") each having a business location at 3030 Walnut Avenue, Long Beach, CA, and Salus Capital Partners, LLC, a Delaware limited liability company with an address at 197 First Avenue, Suite 250, Needham Heights, MA 02494 (the "Lender" or "Secured Party") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower has entered into that certain Term Loan and Letter of Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement") with Lender;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions: Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, and Trademark Licenses (but excluding "off-the-shelf software").

"Patents" shall mean all patents, patent applications, letters patent, and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues,

extensions, continuations, and continuations-in-part of said letters patent including, without limitation, the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to manufacture, use, or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all issued or applied for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or applied for, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing; provided that Trademarks shall not be deemed to include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the security interest granted by the Grantor to the Secured Party under the Loan Agreement (the “Security Interest”), and as further security for the payment or performance in full of the Indebtedness (other than indemnification obligations and other obligations that by their nature survive the termination of this Agreement and the Loan Agreement), the Grantor hereby ratifies such Security Interest and grants to the Secured Party a continuing security interest, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuation of an Event of Default), in all of the present and future right, title, and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All renewals of any of the foregoing;
- (e) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(f) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(g) The right to sue for past, present, and future infringements and dilutions of any of the foregoing;

(h) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and

(i) All proceeds of any of the foregoing;

Notwithstanding anything to the contrary contained in clauses (a) through (i) above, the security interest created by this Agreement shall not extend to, and the term "IP Collateral" shall not include, any Excluded Property (as defined in the Security Agreement)

3. Protection Of Intellectual Property By Grantor: Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Section 2 (collectively, the "Intellectual Property"), to the extent commercially reasonable:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the material Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way except if the effect thereof could not have a Material Adverse Effect on the Grantor's business. Grantor shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration that could have a Material Adverse Effect on the Grantor's business without the consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts that could have a Material Adverse Effect on the Grantor's business. The Grantor shall, at Grantor's sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations.

(d) At the Grantor's sole cost, expense, and risk, take any and all action, which the Grantor reasonably requires to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Grantor's Representations And Warranties: The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct, and complete list of all registered Copyrights and applications for Copyrights and Copyright Licenses owned by the Grantor as of the date hereof, other

than non-exclusive “off the shelf” Copyright Licenses, all of which, to the best of Grantor’s knowledge, are subsisting, valid, and enforceable.

(b) **EXHIBIT B** is a true, correct, and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid, and enforceable.

(c) **EXHIBIT C** is a true, correct, and complete list of all registered and applications for Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor’s knowledge, are subsisting, valid, and enforceable.

(d) Except as set forth in **EXHIBITS A, B, and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Secured Party.

(f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of Grantor’s business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantor shall have the duty to notify the Secured Party promptly of any such claim or infringement and the details thereof to the extent set forth in the Loan Agreement. To Grantor’s knowledge, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. To Grantor’s knowledge, no holding, decision, or judgment has been rendered by any governmental authority which would limit, cancel, or question the validity of or the Grantor’s rights in any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) The Grantor shall give the Secured Party written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:

(i) The Grantor’s obtaining rights from a third party to, and filing applications for registration of, any material Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property;

(ii) The Grantor’s becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor, which is material to its business;

(iii) The Grantor’s entering into any new material Licenses; and

(iv) The Grantor’s knowing or having reason to know, that any registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor’s ownership of, or the validity of, any material Intellectual Property or the Grantor’s right to register the same or to own and maintain the same.

(h) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not, to the best of Grantor's knowledge, contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of its property is bound.

5. Agreement Applies To Future Intellectual Property:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the request of the Secured Party, the Grantor shall execute, deliver, and have recorded any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark, License, and the goodwill and general intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office, or any similar office), and the Grantor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Secured Party to modify this Agreement, without the necessity of any Grantor's further approval or signature, by amending **EXHIBITS A, B, or C** to include any such additional property or rights described in Section 4(g), above, to the extent the Secured Party provides written notice to the Grantor of any such modification within five (5) Business Days of such modification.

6. Grantor's Rights To Enforce Intellectual Property: So long as an Event of Default shall not have occurred or be continuing, the Grantor shall have the exclusive right to sue for past, present, and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Secured Party with written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property; and

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

7. Secured Party's Actions To Protect Intellectual Property: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence of any Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Secured Party's own right in connection therewith. Upon a Responsible Officer obtaining knowledge of any claim of any material infringement by a third party of any of the Patents, Trademarks, or Copyrights in the United States, the Grantor shall notify the Secured Party promptly of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, such action as the Secured Party deems reasonably necessary. If Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Secured Party, the Secured Party may, upon notice to Grantor, but shall not be required to, itself take such action in the name of Grantor, and

Grantor hereby appoints the Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Indebtedness.

8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Secured Party, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and is continuing and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantor at least ten (10) days prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and shall not have been expressly waived by Secured Party in writing, the Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default which shall have occurred and shall not have been expressly waived by Secured Party in writing, to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of the Indebtedness or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Indebtedness or by which any of the Indebtedness is secured or guaranteed, and to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

9. Secured Party As Attorney In Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Secured Party, the Grantor irrevocably constitutes and designates the Secured Party as such Grantor's attorney in fact:

- (i) To exercise any of the rights and powers referenced herein; and
- (ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, intentional misconduct or fraud.

10. Secured Party's Rights: Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: Grantor shall, at Grantor's sole expense, do, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to and reasonably required by the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York, or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as the Secured Party may deem appropriate. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement), or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Grantor as Grantor's lawful attorney and agent, with full power of substitution, to execute, deliver, record, and file on behalf of and in the name of Grantor such financing statements, assignments, pledges, and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Grantor at Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office. The Secured Party may include reference to Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with such Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantor shall hold the Secured Party harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Secured Party (other than as a result of gross negligence, bad faith, willful misconduct, intentional misconduct or fraud of the Secured Party) in connection with the Secured Party's interest in the Patents

and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

12. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Indebtedness and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Indebtedness or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Indebtedness or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Copyrights, Patents and Trademarks from the security interest created hereby, and the Secured Party shall so release any Intellectual Property in accordance with the terms of the Loan Agreement; and, in the case of Copyrights, Patents or Trademarks the Grantor proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any such Copyright, Patent or Trademark so long as such Copyright, Patent or Trademark is no longer used by Grantor and is not material to the operations of Grantor, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party's consent will be required prior to any such release and abandonment.

14. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the collateral interest granted to the Secured Party, for the ratable benefit of the Secured Party, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

15. Miscellaneous:

(a) The Grantor shall hold the Secured Party harmless from any and all costs, damages, and expenses, including, but not limited to reasonable attorneys' fees, which may be incurred by the Secured Party or Grantor in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence, willful misconduct, intentional misconduct, or fraud of the Secured Party.

(b) Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the Southern District of New York, and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Loan Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 15 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Secured Party, nor any representative, agent, or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents

to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 15.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax, email, or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by fax, email, or other electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) The Secured Party agrees to maintain the confidentiality of any confidential information supplied to it pursuant to this Agreement as and to the extent required by Section 9.10 of the Loan Agreement.

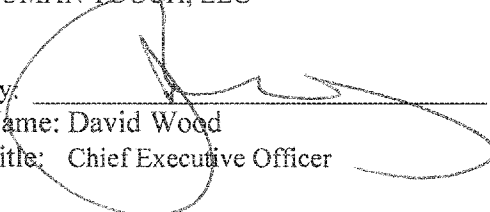
(j) Any discrepancy between this Agreement and the Loan Agreement shall be resolved in favor of the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

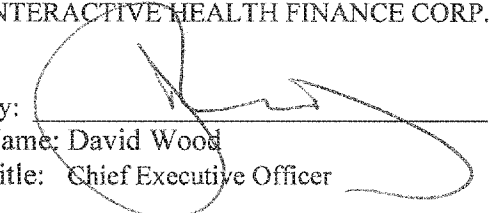
In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

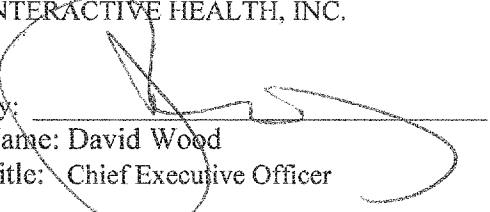
HUMAN TOUCH, LLC

By: 
Name: David Wood
Title: Chief Executive Officer

INTERACTIVE HEALTH FINANCE CORP.

By: 
Name: David Wood
Title: Chief Executive Officer

INTERACTIVE HEALTH, INC.

By: 
Name: David Wood
Title: Chief Executive Officer

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

HUMAN TOUCH, LLC

By: _____
Name:
Title:

INTERACTIVE HEALTH FINANCE CORP.

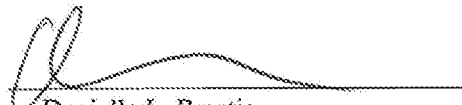
By: _____
Name:
Title:

INTERACTIVE HEALTH, INC.

By: _____
Name:
Title:

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC

By: 
Name: Danielle L. Prentis
Title: Vice President, Underwriting and
Portfolio Management

[Signature Page to Intellectual Property Security Agreement]

Exhibit A

None.

Exhibit B

See attached.

**HUMAN TOUCH, LLC
SCHEDULE OF PATENTS**

| Title | Status | App/Pub Number | Country | Patent Number | Filing Date | Issue Date |
|--|--------|----------------|--------------------------|---------------|-------------|------------|
| FINGER MASSAGE APPARATUS | ISSUED | 08/422879 | United States of America | 5601529 | 17-Apr-95 | 11-Feb-97 |
| HAND-HELD MASSAGER | ISSUED | 29/056385 | United States of America | D383849 | 27-Jun-96 | 16-Sep-97 |
| RECLINING CHAIR WITH GUIDE RAIL SYSTEM | ISSUED | 08/751914 | United States of America | 5967609 | 18-Nov-96 | 19-Oct-99 |
| RECLINING CHAIR WITH GUIDE RAIL SYSTEM | ISSUED | 09/173932 | United States of America | 6012774 | 16-Oct-98 | 11-Jan-00 |
| MASSAGING DEVICE FOR CHAIRS | ISSUED | 10/045995 | United States of America | 7004916 | 19-Oct-01 | 28-Feb-06 |
| AIR CONTROLLED MESSAGE SYSTEM | ISSUED | 10/705412 | United States of America | 7226428 | 10-Nov-03 | 05-Jun-07 |
| WITH MOTORIZED DRIVE MECHANISM | ISSUED | 10/751031 | United States of America | 7207958 | 02-Jan-04 | 24-Apr-07 |
| RECLINING CHAIR | ISSUED | 29/205047 | United States of America | D500608 | 07-May-04 | 11-Jan-05 |
| LEGLESS RECLINING CHAIR | ISSUED | 29/198480 | United States of America | D498065 | 29-Jan-04 | 09-Nov-04 |
| DESIGN: LEGLESS RECLINING CHAIR | ISSUED | 29/204097 | United States of America | D500212 | 23-Apr-04 | 28-Dec-04 |
| DESIGN: LEGLESS RECLINING CHAIR | ISSUED | 29/207647 | United States of America | D500609 | 16-Jun-04 | 11-Jan-05 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/217394 | United States of America | D508617 | 16-Nov-04 | 23-Aug-05 |
| INTENSITY CONTROL FOR MESSAGE DEVICES | ISSUED | 10/841073 | United States of America | 7604606 | 06-May-04 | 20-Oct-09 |
| MASSAGE CHAIR (I-JOY MINI PLUS SIGN) | ISSUED | 29/240062 | United States of America | D539051 | 07-Oct-05 | 27-Mar-07 |
| CALF AND FOOT MASSAGER | ISSUED | 29/240163 | United States of America | D535751 | 07-Oct-05 | 23-Jan-07 |
| FOOTREST WITH INTEGRAL HEATER | ISSUED | 11/178206 | United States of America | 7184655 | 07-Jul-05 | 27-Feb-07 |
| MASSAGE CHAIR | ISSUED | 508650 | European Community | 5086500003 | 05-Apr-06 | 05-Apr-06 |

**HUMAN TOUCH, LLC
SCHEDULE OF PATENTS**

| Title | Status | App/Pub Number | Country | Patent Number | Filing Date | Issue Date |
|--------------------------------------|--------|----------------|--------------------------|---------------|-------------|------------|
| MASSAGE CHAIR | ISSUED | 29/240165 | United States of America | D536893 | 07-Oct-05 | 20-Feb-07 |
| MASSAGE CHAIR | ISSUED | 508650 | European Community | 5086500004 | 05-Apr-06 | 05-Apr-06 |
| MASSAGE CHAIR | ISSUED | 29/240167 | United States of America | D536894 | 07-Oct-05 | 20-Feb-07 |
| MASSAGE CHAIR | ISSUED | 508650 | European Community | 5086500002 | 05-Apr-06 | 05-Apr-06 |
| MASSAGE CHAIR | ISSUED | 29/240162 | United States of America | D536892 | 07-Oct-05 | 20-Feb-07 |
| MASSAGE CHAIR | ISSUED | 508650 | European Community | 5086500005 | 05-Apr-06 | 05-Apr-06 |
| MASSAGE CHAIR | ISSUED | 29/240168 | United States of America | D538056 | 07-Oct-05 | 13-Mar-07 |
| ELECTROMECHANICAL EXERCISE APPARATUS | ISSUED | 29/240166 | United States of America | D542867 | 07-Oct-05 | 15-May-07 |
| CALF AND FOOT MASSAGER | ISSUED | 29/240169 | United States of America | D535402 | 07-Oct-05 | 16-Jan-07 |
| TABLE | ISSUED | 29/242125 | United States of America | D545071 | 04-Nov-05 | 26-Jun-07 |
| DESIGN: MASSAGE CHAIR | ISSUED | 29/255126 | United States of America | D537646 | 03-Mar-06 | 06-Mar-07 |
| DESIGN: MASSAGE CHAIR | ISSUED | 115338 | Canada | 115338 | 07-Apr-06 | 05-Nov-07 |
| DESIGN: MASSAGE CHAIR | ISSUED | 122017 | Canada | 122017 | 24-Aug-07 | 05-Nov-07 |
| MASSAGE CHAIR | ISSUED | 29/243417 | United States of America | D537642 | 23-Nov-05 | 06-Mar-07 |
| MASSAGE CHAIR | ISSUED | 574918 | European Community | 574918 | 11-Aug-06 | 31-Oct-06 |
| MASSAGE CHAIR | ISSUED | 29/254964 | United States of America | D537262 | 01-Mar-06 | 27-Feb-07 |
| DESIGN: MASSAGE CHAIR | ISSUED | 123288 | Canada | 123288 | 16-Nov-07 | 08-Jan-09 |
| DESIGN: MASSAGE CHAIR | ISSUED | 827449 | European Community | 827449-1 | 16-Nov-07 | 16-Nov-07 |
| DESIGN: MASSAGE CHAIR | ISSUED | 827449 | European Community | 827449-2 | 16-Nov-07 | 16-Nov-07 |
| MASSAGE CHAIR | ISSUED | 29/280186 | United States of America | D574642 | 18-May-07 | 12-Aug-08 |
| DESIGN: MASSAGE CHAIR | ISSUED | 29/273042 | United States of America | D557029 | 21-Feb-07 | 11-Dec-07 |
| HAND-HELD MASSAGER | ISSUED | 121908 | Canada | 121908 | 20-Aug-07 | 25-Nov-08 |

**HUMAN TOUCH, LLC
SCHEDULE OF PATENTS**

| Title | Status | App/Pub Number | Country | Patent Number | Filing Date | Issue Date |
|---------------------------------------|--------|----------------|--------------------------|---------------|-------------|------------|
| HAND-HELD MASSAGER | ISSUED | 29/272995 | United States of America | D559992 | 21-Feb-07 | 15-Jan-08 |
| DESIGN: MESSAGE PAD | ISSUED | 810171 | European Community | 810171-1 | 17-Oct-07 | 17-Oct-07 |
| MESSAGE CHAIR (HT-7450) | ISSUED | 125368 | Canada | 125368 | 28-Mar-08 | 05-Dec-08 |
| DESIGN: MESSAGE CHAIR (HT-7450) | ISSUED | 902706 | European Community | 902705-0001 | 25-Mar-08 | 02-May-08 |
| MESSAGE CHAIR (HT-7450) | ISSUED | 29/295499 | United States of America | D575069 | 28-Sep-07 | 19-Aug-08 |
| MESSAGE CHAIR | ISSUED | 122786 | Canada | 122786 | 19-Oct-07 | 14-Oct-08 |
| MESSAGE CHAIR | ISSUED | 810197 | European Community | 810197-1 | 17-Oct-07 | 17-Oct-07 |
| MESSAGE CHAIR | ISSUED | 810197 | European Community | 810197-2 | 17-Oct-07 | 17-Oct-07 |
| MESSAGE CHAIR | ISSUED | 29/280110 | United States of America | D571110 | 16-May-07 | 17-Jun-08 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/317434 | United States of America | D583582 | 29-Apr-08 | 30-Dec-08 |
| DESIGN: MESSAGE CHAIR | ISSUED | 1079909 | European Community | 1079909-0001 | 02-Feb-09 | 02-Feb-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 1079909 | European Community | 1079909-0002 | 02-Feb-09 | 02-Feb-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/322249 | United States of America | D586138 | 31-Jul-08 | 10-Feb-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 129510 | Canada | 129510 | 02-Feb-09 | 08-Oct-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 1079511 | European Community | 1079511-0001 | 02-Feb-09 | 02-Feb-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/322362 | United States of America | D591963 | 01-Aug-08 | 12-May-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/321799 | United States of America | D597753 | 23-Jul-08 | 11-Aug-09 |
| INTENSITY CONTROL FOR MASSAGE DEVICES | ISSUED | 12/553909 | United States of America | 8021313 | 03-Sep-09 | 20-Sep-11 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/336886 | United States of America | D604536 | 11-May-09 | 24-Nov-09 |
| DESIGN: MESSAGE CHAIR | ISSUED | 29/353107 | United States of America | D627175 | 31-Dec-09 | 16-Nov-10 |

**HUMAN TOUCH, LLC
SCHEDULE OF PATENTS**

| Title | Status | App/Pub Number | Country | Patent Number | Filing Date | Issue Date |
|--|-----------|----------------|---------------------------|---------------|-------------|------------|
| DESIGN: MASSAGE CHAIR | ISSUED | 29/403834 | United States of America | D655931 | 11-Oct-11 | 20-Mar-12 |
| DESIGN: MASSAGE CHAIR | PENDING | 29/422904 | United States of America | | 24-May-12 | |
| DESIGN: MASSAGE CHAIR | PENDING | 29/422903 | United States of America | | 24-May-12 | |
| TABLE ACCESSORY FOR A CHAIR | PENDING | 13/306932 | United States of America | | 29-Nov-11 | |
| ARTICULATING CHAIR | PUBLISHED | US2005/008084 | Patent Cooperation Treaty | | 11-Mar-05 | |
| COMPREHENSIVE USER CONTROL SYSTEM FOR THERAPEUTIC WELLNESS DEVICES | PUBLISHED | 12/876089 | United States of America | | 03-Sep-10 | |
| MODULAR MASSAGE CHAIR | PUBLISHED | 13/084362 | United States of America | | 11-Apr-11 | |

Exhibit C

See attached.

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

| Trademark | Status | Application Number | Country | Registration Number | Owner |
|---|------------|--------------------|--------------------------|---------------------|------------------------|
| ACUPAD | Registered | 74/216714 | United States of America | 1757606 | HWE, Inc. |
| ACUPOINT | Registered | 1255732 | Canada | TMA718572 | Human Touch, LLC |
| ACUPOINT | Registered | 4415105 | European Community | 4415105 | Interactive Health LLC |
| ACUPOINT | Registered | 78/508696 | United States of America | 3486175 | Human Touch, LLC |
| ACUTOUCH | Registered | 77/714931 | United States of America | 3901296 | Human Touch, LLC |
| ACUVIBE | Registered | 78/917349 | United States of America | 3244594 | Human Touch, LLC |
| BODY SPA | Registered | 77/968891 | United States of America | 4030012 | Human Touch, LLC |
| CIRQLATION | Registered | 77/752418 | United States of America | 3888235 | Human Touch, LLC |
| EASY SLEEVES | Registered | 77/811642 | United States of America | 3955411 | Human Touch, LLC |
| ENGINEERING THE ULTIMATE MASSAGE | Registered | 6459952 | European Community | 6459952 | Human Touch, LLC |
| EQUALIZER | Registered | 75/216682 | United States of America | 2234888 | Human Touch, LLC |
| FEEL BETTER | Registered | 77/170425 | United States of America | 3747194 | Human Touch, LLC |
| FEEL BETTER EVERYWHERE | Registered | 77/903181 | United States of America | 4003239 | Human Touch, LLC |
| FIGURE-EIGHT | Registered | 77/762453 | United States of America | 3891556 | Human Touch, LLC |
| FIGURE-EIGHT TECHNOLOGY | Registered | 77/762468 | United States of America | 3891557 | Human Touch, LLC |
| GET-A-WAY CHAIR | Registered | 73/536628 | United States of America | 1395716 | Human Touch, LLC |
| HEALTHY FURNITURE | Registered | 75/548960 | United States of America | 2795079 | Human Touch, LLC |
| HT | Registered | 78/360430 | United States of America | 3525646 | Human Touch, LLC |
| HT HUMAN TOUCH | Registered | 1235277 | Canada | TMA717657 | Human Touch, LLC |
| HT HUMAN TOUCH | Registered | 4093712 | European Community | 4093712 | Interactive Health LLC |
| HT HUMAN TOUCH | Registered | 78/413557 | United States of America | 3525652 | Human Touch, LLC |
| HT HUMAN TOUCH (stylized) and design | Registered | 1359226 | Canada | 794266 | Human Touch, LLC |
| HT HUMAN TOUCH (stylized) and design | Registered | 6184493 | European Community | 6184493 | Human Touch, LLC |
| HT HUMAN TOUCH (stylized) and design | Registered | 77/104294 | United States of America | 3655179 | Human Touch, LLC |
| HT HUMAN TOUCH (stylized) and design | Registered | 77/104292 | United States of America | 3908272 | Human Touch, LLC |
| HT HUMAN TOUCH IJOY (stylized) and Design | Registered | 77/980996 | United States of America | 3915199 | Human Touch, LLC |
| HT-CONNECT | Registered | 77/876914 | United States of America | 4003169 | Human Touch, LLC |
| HTT | Registered | 1051044 | Canada | 578609 | Human Touch, LLC |
| HTT | Registered | 1556786 | European Community | 1556786 | Human Touch, LLC |
| HTT HUMAN TOUCH TECHNOLOGY | Registered | 1051045 | Canada | 578449 | Human Touch, LLC |

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

| Trademark | Status | Application Number | Country | Registration Number | Owner |
|--|------------|--------------------|---------------------------|---------------------|------------------------|
| HTT HUMAN TOUCH TECHNOLOGY | Registered | 1556885 | European Community | 1556885 | Human Touch, LLC |
| HTT HUMAN TOUCH TECHNOLOGY (stylized) and Design | Registered | 1051046 | Canada | 578417 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 1289312 | Canada | TMA720155 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 6448911 | China (People's Republic) | 6448911 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 6448910 | China (People's Republic) | 6448910 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 6448913 | China (People's Republic) | 6448913 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 4889929 | European Community | 4889929 | Interactive Health LLC |
| HUMAN TOUCH | Registered | 904455 | Mexico | 1104059 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 904453 | Mexico | 1093520 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 904457 | Mexico | 1053581 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 904450 | Mexico | 1053580 | Human Touch, LLC |
| HUMAN TOUCH | Registered | 78/690159 | United States of America | 3373936 | Human Touch, LLC |
| HUMAN TOUCH IJOY BOARD (Stylized) and Design | Registered | 77/295349 | United States of America | 3752733 | Human Touch, LLC |
| HUMAN TOUCH IJOY RIDE (Stylized and design) | Registered | 77/295315 | United States of America | 3673657 | Human Touch, LLC |
| IJOY | Registered | 1142081 | Australia | 1142081 | Interactive Health LLC |
| IJOY | Registered | 1185806 | Canada | TMA706640 | Human Touch, LLC |
| IJOY | Registered | 3285781 | European Community | 3285781 | Interactive Health LLC |
| IJOY | Registered | 2006-97438 | Japan | 5083631 | Interactive Health LLC |
| IJOY | Registered | 78/148559 | United States of America | 2949635 | Human Touch, LLC |
| IJOY BOARD LIVE. PLAY. RELAX (stylized) | Registered | 4542651 | European Community | 4542651 | Interactive Health LLC |
| IJOY BOARD LIVE. PLAY. RELAX (stylized) | Registered | 78/648485 | United States of America | 3331120 | Human Touch, LLC |
| IJOY OTTOMAN 3.5 LIVE. PLAY. RELAX. (sty | Registered | 4542577 | European Community | 4542577 | Interactive Health LLC |
| IJOY RIDE LIVE. PLAY. RELAX. (stylized) | Registered | 4542601 | European Community | 4542601 | Interactive Health LLC |
| IJOY RIDE LIVE. PLAY. RELAX. (stylized) | Registered | 78/648500 | United States of America | 3353478 | Human Touch, LLC |

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

| Trademark | Status | Application Number | Country | Registration Number | Owner |
|---|------------|--------------------|---------------------------|---------------------|------------------------|
| UJOY SOFTABLE LIVE. PLAY. RELAX. (stylized) | Registered | 4542551 | European Community | 4542551 | Interactive Health LLC |
| UJOY STRETCH LIVE. PLAY. RELAX. (stylize | Registered | 4542635 | European Community | 4542635 | Interactive Health LLC |
| UJOY VIBE LIVE. PLAY. RELAX. (stylized) | Registered | 4542676 | European Community | 4542676 | Interactive Health LLC |
| UJOY-LIVE.PLAY.RELAX. (stylized) | Registered | 1281382 | Canada | 701665 | Human Touch, LLC |
| UJOY-LIVE.PLAY.RELAX. (stylized) | Registered | 4753935 | European Community | 4753935 | Interactive Health LLC |
| UJOY-LIVE.PLAY.RELAX. (stylized) | Registered | 78/640606 | United States of America | 3182844 | Human Touch, LLC |
| INTERACTIVE HEALTH | Registered | 468361 | Japan | 4310245 | HWE, Inc. |
| INTERACTIVE HEALTH | Registered | 75/216680 | United States of America | 2361000 | Human Touch, LLC |
| logo mark (HT logo) | Registered | 1370137 | Canada | 780872 | Human Touch, LLC |
| logo mark (HT logo) | Registered | 6353520 | China (People's Republic) | 6353520 | Human Touch, LLC |
| logo mark (HT logo) | Registered | 6353519 | China (People's Republic) | 6353519 | Human Touch, LLC |
| logo mark (HT logo) | Registered | 6353518 | China (People's Republic) | 6353518 | Human Touch, LLC |
| Logo Mark (HT logo) | Registered | 6361059 | European Community | 6361059 | Human Touch, LLC |
| logo mark (HT logo) | Registered | 77/170435 | United States of America | 3767882 | Human Touch, LLC |
| MASSAGE/COMFORT NUMBER | Registered | 5243795 | European Community | 5243795 | Human Touch, LLC |
| OTTOMAN 2.0 | Registered | 1289310 | Canada | TMA733623 | Human Touch, LLC |
| OTTOMAN 2.0 | Registered | 4889572 | European Community | 4889572 | Interactive Health LLC |
| OTTOMAN 2.0 | Registered | 78/690143 | United States of America | 3270508 | Human Touch, LLC |
| OTTOMAN 3.0 | Registered | 1289309 | Canada | TMA733626 | Human Touch, LLC |
| OTTOMAN 3.0 | Registered | 4889648 | European Community | 4889648 | Interactive Health LLC |
| OTTOMAN 3.0 | Registered | 78/690153 | United States of America | 3263552 | Human Touch, LLC |

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

| Trademark | Status | Application Number | Country | Registration Number | Owner |
|----------------------------|------------|--------------------|---------------------------|---------------------|------------------------|
| OTTOMAN 3.5 | Registered | 1289311 | Canada | TMA733625 | Human Touch, LLC |
| OTTOMAN 3.5 | Registered | 4889663 | European Community | 4889663 | Interactive Health LLC |
| OTTOMAN 3.5 | Registered | 78/690156 | United States of America | 3266697 | Human Touch, LLC |
| PERFECT CHAIR | Registered | 75/216683 | United States of America | 2250641 | Human Touch, LLC |
| PERFECT CHAIR | Registered | 76/420923 | United States of America | 2713298 | Human Touch, LLC |
| ROBOTIC MASSAGE | Registered | 75/942553 | United States of America | 2655112 | Human Touch, LLC |
| ROBOTIC MASSAGE TECHNOLOGY | Registered | 77/167011 | United States of America | 3659528 | Human Touch, LLC |
| SERENITY | Registered | 77/960501 | United States of America | 3959344 | Human Touch, LLC |
| SOPSUEDE | Registered | 77/403296 | United States of America | 3747352 | Human Touch, LLC |
| SWAN | Registered | 77/713360 | United States of America | 3721460 | Human Touch, LLC |
| THERMOSTRETCH | Registered | 77/653967 | United States of America | 4023145 | Human Touch, LLC |
| WARM AIR | Registered | 2001143739 | China (People's Republic) | 2022869 | Interactive Health LLC |
| WARM AIR | Registered | 200172935 | Japan | 4636738 | Interactive Health LLC |
| WARM AIR | Registered | 76/210184 | United States of America | 2673375 | Human Touch, LLC |
| WARM AIR TECHNOLOGY | Registered | 2001144741 | China (People's Republic) | 1997496 | Interactive Health LLC |
| WHOLEBODY | Registered | 77/657921 | United States of America | 3797770 | Human Touch, LLC |
| ZERO-G | Registered | 77/960506 | United States of America | 4053633 | Human Touch, LLC |
| HUMAN TOUCH | Published | 829520457 | Brazil | | Human Touch, LLC |
| HUMAN TOUCH | Published | 829520465 | Brazil | | Human Touch, LLC |
| HUMAN TOUCH | Published | 829520503 | Brazil | | Human Touch, LLC |
| HUMAN TOUCH | Published | 829520481 | Brazil | | Human Touch, LLC |
| HUMAN TOUCH | Pending | 6448912 | China (People's Republic) | | Human Touch, LLC |
| IJOY | Pending | 5677060 | China (People's Republic) | | Interactive Health LLC |