

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361645

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Telecast Products, LLC		10/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Total Gym Fitness, LLC		10/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank of Pennsylvania		
<b>Street Address:</b>	3025 Chemical Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	state chartered bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2096421	AMERICAN TELECAST	
<b>Registration Number:</b>	1560113	AMERICAN TELECAST	
<b>Registration Number:</b>	3735420	FRAUD SPOTTER	
<b>Registration Number:</b>	3308502	WHY GO TO THE GYM WHEN YOU CAN OWN ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	116280-01022		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		

OP \$115.00 2096421

<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	11/09/2015
<b>Total Attachments: 12</b> source=tab 4 - IP Security Agreement#page1.tif source=tab 4 - IP Security Agreement#page2.tif source=tab 4 - IP Security Agreement#page3.tif source=tab 4 - IP Security Agreement#page4.tif source=tab 4 - IP Security Agreement#page5.tif source=tab 4 - IP Security Agreement#page6.tif source=tab 4 - IP Security Agreement#page7.tif source=tab 4 - IP Security Agreement#page8.tif source=tab 4 - IP Security Agreement#page9.tif source=tab 4 - IP Security Agreement#page10.tif source=tab 4 - IP Security Agreement#page11.tif source=tab 4 - IP Security Agreement#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made this 30th day of October, 2015, among AMERICAN TELECAST PRODUCTS, LLC, a Delaware limited liability company (“American Telecast”), and TOTAL GYM FITNESS, LLC, a Pennsylvania limited liability company (“Total Gym” and together with American Telecast, collectively, “Grantors” and each individually a “Grantor”), and CITIZENS BANK OF PENNSYLVANIA (“Lender”).

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among Grantors, Guarantors and Lender, Lender is willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Lender a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Intellectual Property Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all of its patents including those referred to on Schedule II hereto (collectively, the “Patents”);
- (c) all of its copyrights, copyright applications, registrations and licenses, rights and interests in copyrights and works protectable by copyright including those referred to on Schedule III hereto (collectively, the “Copyrights”); and
- (d) all proceeds of the foregoing.

For purposes hereof, “Trademarks” means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damage awards and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) the right to sue for past, present and future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of such

Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

4. LOAN AGREEMENT. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks, Patents and/or Copyright or with respect to such Grantor's election not to renew or extend any material Trademark, Patent and/or Copyright registration. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Lender unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I, Schedule II and/or Schedule III, as applicable, to include any such new Trademark, Patent and/or Copyright rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I, Schedule II and/or Schedule III shall in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I, Schedule II or Schedule III.

6. POWER OF ATTORNEY. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Lender may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to any Person including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, as it may then be completed by Lender in order to effectuate a transfer of the Trademarks, Patents and/or Copyrights and carry out the intent of the parties hereto; provided that Lender shall not assign or otherwise dispose of any Trademark owned by such Grantor without assigning the

assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable until all Grantors' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated, at which time this power of attorney shall immediately and automatically, without further action of Lender or Grantors, terminate.

7. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.

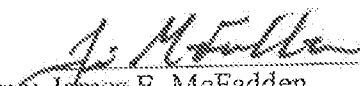
8. GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

9. EACH PARTY HERETO HEREBY (A) ACKNOWLEDGES AND AGREES THAT LENDER'S FORECLOSURE ON COLLATERAL, CONFESSION OF JUDGMENT, AND OTHER ACTIONS TYPICALLY TAKEN BY A LENDER TO PROTECT ITS RIGHTS OR ENFORCE ITS REMEDIES UNDER AND IN ACCORDANCE WITH THE TERMS OF THE LOAN DOCUMENTS ARE CONSISTENT WITH SUCH PARTY'S REASONABLE EXPECTATIONS, AND (B) EXPRESSLY WAIVES ALL DUTIES IMPOSED ON THE LENDER PURSUANT TO 20 PA.C.S.A. §5601.3(B) IN CONNECTION WITH ANY LOAN DOCUMENT.

[SIGNATURE PAGE FOLLOWS]

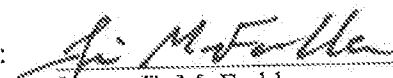
IN WITNESS WHEREOF, each Grantor, intending to be legally bound, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMERICAN TELECAST PRODUCTS, LLC**

By:   
Name: James E. McFadden  
Title: Chief Executive Officer

**TOTAL GYM FITNESS, LLC**

By: American Telecast Products, LLC its Manager

By:   
Name: James E. McFadden  
Title: Chief Executive Officer

ACKNOWLEDGMENT

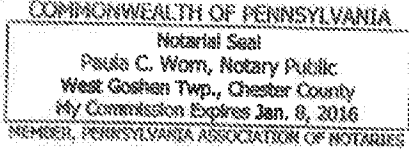
UNITED STATES OF AMERICA  
STATE OF: Pennsylvania  
COUNTY OF Chester

:  
:  
: SS  
:

On this 30 day of October, 2015, before me personally came JAMES E. MCFADDEN, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of AMERICAN TELECAST PRODUCTS, LLC, the limited liability company described in and which executed the foregoing Agreement and which is the Manager of TOTAL GYM FITNESS, LLC, the limited liability company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such entities; and he desires the same to be recorded as such.

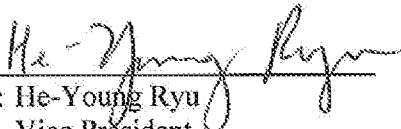
Paula C. Worn  
Notary Public

My Commission Expires:



**ACCEPTED AND ACKNOWLEDGED BY:**

**CITIZENS BANK OF PENNSYLVANIA**

By:   
Name: He-Young Ryu  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

S-2

**TRADEMARK**  
**REEL: 005663 FRAME: 0687**



ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Montgomery :

On this 23 day of October, 2015, before me personally appeared He-Young Ryu to me known and being duly sworn, deposes and says that she is a Vice President of Citizens Bank of Pennsylvania, the Lender described in the foregoing Agreement; that she signed the Agreement as such officer pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such Lender; and she desires the same to be recorded as such.



Notary Public

My Commission Expires: May 12, 2019

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Theresa C. Smith, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires May 12, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

Owned by American Telecast Products, LLC:

<u>Trademark</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
American Telecast	USA	2,096,421	9/16/97
American Telecast	USA	1,560,113	10/10/89
Fraud Spotter	USA	3,735,420	1/5/10

Owned by Total Gym Fitness, LLC:

<u>Trademark</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
Total Gym & Design	Argentina	1,708,172	12/4/98
Total Gym	Argentina	1,835,986	7/4/01
Total Gym & Design	Argentina	1,764,521	11/26/99
Total Gym	Australia	734,703	5/16/97
Total Gym Shaper	Australia	1,251,116	7/11/08
Total Gym	Brazil	820171611	10/26/99
Total Gym	Canada	TMA718,245	7/9/08
Total Gym	China	1941646	11/28/06
Total Gym	CTM	458,562	1/18/01
Total Gym Shaper	CTM	007060452	3/24/09
Total Gym and Design	Germany	398 41 375	9/22/98
Total Gym	Germany	398 64 021	2/25/99
Total Gym	Hong Kong	1999/B06516	5/21/98
Total Gym and Design	Hong Kong	1999/B11434	4/17/98
Total Gym	Israel	121,552	11/4/99
Total Gym	Japan	4,201,446	10/16/98
Total Gym	Korea	437,863	1/14/99
Total Gym and Design	Norway	219,446	6/19/03
Total Gym and Design	Peru	472,709	7/30/12
Total Gym and Design	Singapore	T06/02369D	2/8/06
Total Gym	Slovakia	200,830	11/11/02
Total Gym and Design	Slovakia	200,831	11/11/02
Total Gym	Slovenia	9,971,066	12/5/00
Total Gym	Sri Lanka	109,278	11/30/04
Total Gym and Design	Switzerland	481,457	3/14/01
Total Gym and Design	Taiwan	874,438	11/1/99

Total Gym	Taiwan	862,299	8/1/99
Total Gym	Taiwan	844,223	3/16/99
Total Gym & Design	Vietnam	73862	11/5/03
Why Go To The Gym When You Can Own One	USA	3,308,502	10/9/07

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

Owned by Total Gym Fitness, LLC:

<u>Patent</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
Utility	USA	5,967,955	10/19/99
Design	China	ZL 2009 3 0181379.0	5/26/10
Design	China	ZL 2009 3 0181378.6	5/19/10
Design	USA	D 608,401	1/19/10
Design	USA	D 612,000	3/16/10
Design	USA	D 661,360	6/5/12
Utility	USA	Appl. #62/185,190	6/29/15

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights Applications

Owned by Total Gym Fitness, LLC:

<u>Copyright</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOTAL GYM 15 – Infomercial	USA	PENDING	PENDING
TOTAL GYM – Instructional Video “Start It Up”	USA	PA 1-613-506	4/2/08
TOTAL GYM – Instructional Video “SMART Training Workout”	USA	PA 1-613-496	4/2/08
TOTAL GYM – Photograph	USA	VA-1-638-053	7/16/08
TOTAL GYM – Photograph	USA	VA-1-402-860	4/27/07
TOTAL GYM – Photograph	USA	VA 1-402-859	4/27/07
TOTAL GYM – Photograph	USA	VA-1-224-567	8/28/03
TOTAL GYM – Instructional Video “Dan Isaacson’s Body Makeover for Total Gym”	USA	PA-1-098-615	5/8/02
TOTAL GYM – Instructional Video “Pilates Workout for Total Gym”	USA	PA-1-098-612	5/8/02
TOTAL GYM 5 – Infomercial	USA	PA 1-039-882	4/24/01
TOTAL GYM – Photograph	USA	VA 1-024-125	8/21/00
TOTAL GYM – Instructional Video “John Carleo’s 6 to 8 Minute Workout”	USA	PA 979-529	2/16/00
TOTAL GYM EXERCISE SYSTEM – Owner’s Manual	USA	TX 4-576-796	6/23/97
TOTAL GYM – Infomercial	USA	PA 850-654	6/2/97
TOTAL GYM – Instructional Video “For the Body You’ve Always Wanted”	USA	PA 847-764	6/2/97
TOTAL GYM EXERCISE FLIPCHART	USA	TX 4-583-245	6/3/97

**EXHIBIT 1**

**TRADEMARK/PATENT/COPYRIGHT/ASSIGNMENT**

WHEREAS, [\_\_\_\_\_] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), and (iii) copyrights and copyright applications and licenses listed on Schedule C attached hereto and made a part hereof (“Copyrights”) which are registered in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said **[Trademarks/Patents/Copyrights]**;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated \_\_\_\_\_, 2015 between Grantor and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents/Copyrights]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_]

By: \_\_\_\_\_

Attorney-in-fact

Witness: