

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391467

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Affidavit of Devon White		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Siena Funding LLC		07/14/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCN Products, LLC		
<b>Street Address:</b>	245 Sawmill Road		
<b>Internal Address:</b>	Suite 106		
<b>City:</b>	Hawthorne		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10532		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4414549	SITNCYCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9197814865		
<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>	9197814000		
<b>Email:</b>	ip@wyrick.com		
<b>Correspondent Name:</b>	Devon E. White		
<b>Address Line 1:</b>	4101 Lake Boone Trail		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27607		
<b>NAME OF SUBMITTER:</b>	DEVON E. WHITE		
<b>SIGNATURE:</b>	/DEW/		
<b>DATE SIGNED:</b>	07/14/2016		
<b>Total Attachments: 45</b>			
source=Affidavit - Devon White - SCN Reg No 4414549 (wAttachment A)#page1.tif			
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OP \$40.00 4414549



AFFIDAVIT OF DEVON WHITE

Registration No.: 4,414,549  
Mark: STNCYCLE  
Registrant/ Owner: SON Products, LLC

I, Devon White, declare that the following is true and based upon my first-hand knowledge unless otherwise indicated:

1. I am over 18, suffer from no cognitive disabilities, and am competent to make the declarations set forth herein, all of which are based on personal knowledge.
2. I am an attorney with Wyrick Robins Yates & Ponton LLP. Wyrick Robins Yates & Ponton represents SON Products, LLC, of 245 Saw Mill River Road, Suite 106, Hawthorne, New York 10532 (“**SON**”), including in connection with Reg. No. 4,414,549.
3. I am submitting this affidavit for the purpose of correcting the record of ownership and clarifying the chain of title for Reg. No. 4,414,549 for the mark STNCYCLE (the “**SON Reg. No. 4,414,549**”).
4. The “last listed owner” of the **SON Reg. No. 4,414,549** is ICON Health & Fitness, Inc. of 1500 South 1000 West, Logan Utah 84321.
5. The owner of **SON Reg. No. 4,414,549** is SON.
6. SON has been and continues to be the owner of **SON Reg. No. 4,414,549** since November 19, 2014.

**The Sena Funding – SON Foreclosure and Sale Agreement, and recordings  
related to the SON Reg. No. 4,414,549**

7. The SON Registration was acquired by SON from Sena Funding LLC pursuant to the Foreclosure and Sale Agreement executed November 19, 2014 (the “**Agreement**”).
8. On behalf of SON, I filed the General Assignment and Bill of Sale, which is Exhibit A to the Agreement, on November 25, 2014. This filing is available at Peel/ Frame 5407/0933. The image below shows the details for ease of reference only.

United States Patent and Trademark Office					
Trademark Assignment Details					
Reel/Frame: 0507/0897		View Recorded Assignment		Recorded: 11/25/2014	
Attorney Dkt #: 426451.503					
Conveyance: ASSIGNS THE ENTIRE INTEREST					
Total properties: 4					
1	Serial #: 02652000 Mark: iHEATER	Filing Dt: 01/02/2009	Reg #: 02652003	Reg. Dt: 09/14/2009	
2	Serial #: 02682150 Mark: COMFORTONE	Filing Dt: 11/13/2012	Reg #: 02682153	Reg. Dt: 05/26/2014	
3	Serial #: 02652002 Mark: SMOOTH FINE	Filing Dt: 01/04/2009	Reg #: 02652005	Reg. Dt: 10/26/2009	
4	Serial #: 02652006 Mark: SMOOTH SIRE	Filing Dt: 12/14/2013	Reg #: NONE	Reg. Dt:	
Assignee:					
1	SONNENBLUM LLC			Exec. Dt: 11/25/2014	Entity Type: LIMITED LIABILITY COMPANY
				Citizenship: NONE	
Assignor:					
1	SONNENBLUM LLC 245 GOLF HILL PIVER ROAD SUITE 300 NORTHPOWERS, NEW YORK 10912			Exec. Dt: 11/25/2014	Entity Type: LIMITED LIABILITY COMPANY
				Citizenship: DELAWARE	
Correspondence name and address:					
DEVON E. WHITE 4501 LANE BOGNE TRAIL SUITE 300 RALEIGH, NC 27607					

9. Additionally, on behalf of SON, I filed the Release of Security Agreement between Senna Funding LLC (the "Lender") and Smooth Fitness, LLC and iHeater, LLC (the "Borrowers") on November 25, 2014. This filing is available at Reel/ Frame 5407/0897. The image below shows the details for ease of reference only.

United States Patent and Trademark Office					
Trademark Assignment Details					
Reel/Frame: 0410/0882		View Recorded Assignment		Recorded: 11/25/2014	
Attorney Dkt #: 026661.09					
Conveyance: RELEASE OF SECURITY AGREEMENT					
Total properties: 3					
1	Serial #: 22612631 Mark: IMBSTER	Filing Dt: 01/02/2009	Reg #: 22612633	Reg. Dt: 07/16/2009	
2	Serial #: 02652150 Mark: COMFORTONE	Filing Dt: 12/13/2012	Reg #: 02652153	Reg. Dt: 05/26/2014	
3	Serial #: 02682156 Mark: STRICICLE	Filing Dt: 02/04/2013	Reg #: 02682158	Reg. Dt: 10/07/2013	
Assignee:					
1	SONNENBLUM LLC			Exec. Dt: 11/25/2014	Entity Type: LIMITED LIABILITY COMPANY
				Citizenship: NONE	
Assignor:					
1	SONNENBLUM LLC 200 FIFTH AVENUE FUNG OF PULSIFIA, PENNSYLVANIA 15405			Exec. Dt: 11/25/2014	Entity Type: LIMITED LIABILITY COMPANY
				Citizenship: DELAWARE	
2	SONNENBLUM LLC 200 FIFTH AVENUE SUITE 300 FUNG OF PULSIFIA, PENNSYLVANIA 15405			Exec. Dt: 11/25/2014	Entity Type: LIMITED LIABILITY COMPANY
				Citizenship: DELAWARE	
Correspondence name and address:					
DEVON E. WHITE 4501 LANE BOGNE TRAIL SUITE 300 RALEIGH, NC 27607					

10. After these filings, SON was properly shown as the owner of the **SON Reg. No. 4,414,549**.

11. On behalf of SON, I also filed the Agreement with certain redactions, on December 17, 2015. This filing was resubmitted on June 29, 2016. This filing is available at Reel/ Frame 5817/0222. The image below shows the details for ease of reference only.



**The Sena Funding -TRDR Foreclosure and Sale Agreement, and related recordings**

17. The PTO record contains a recorded Foreclosure and Sale Agreement in which TRDR received certain assets from Sena Funding LLC and Smooth Fitness, LLC, on October 31, 2014 (the "TRDR Agreement"). The TRDR Agreement defines and lists the subject assets in Para. 1, and Schedule 2, respectively. The trademark registrations identified in the TRDR Agreement are Reg. No. 3414969 and Reg. No. 3846000.

18. Notably, the **SCN Reg. No. 4,414,549** is not identified in the TRDR Agreement.

19. On November 25, 2014, on behalf of TRDR, an assignment was filed by John L. Welsh with Welsh Flaxman & Gitler LLC, with Sena as the conveying party and TRDR as the receiving party for Reg. No. 3414969 and Reg. No. 3846000. The cover sheet for this assignment lists Reg. No. 3414969 and Reg. No. 3846000.

20. Notably, this assignment and cover sheet do not include the **SCN Reg. No. 4,414,549**.

21. This filing is available at [Reel/ Frame 5408/ 0332](#). The image below shows the details for ease of reference only.

United States Patent and Trademark Office  
Assignment on the Year - Trademark Details

Trademark Assignment Details

Reel/Frame: 5408/0332      Doc. # 005834 00440383      Record #: 11/25/2014      Pages: 36

Attorney Doc #: 2-14975      Conveyance: ASSIGNS THE ENTIRE INTEREST

Total assignments: 2

Serial #	Mark	Filing Dt	Reg #	Reg. Dt
3	SMOOTH FITNESS	09/21/2009	3414969	04/22/2014
2	SENA FUNDING	02/20/2005	3846000	09/07/2014

Assignees:

1	SENA FUNDING LLC	Exec. Dt: 10/31/2014 Entity Type: LIMITED LIABILITY COMPANY Citizenship: GEORGIA
2	SMOOTH FITNESS, LLC	Exec. Dt: 10/31/2014 Entity Type: LIMITED LIABILITY COMPANY Citizenship: GEORGIA

Assignor:

1	WELSH FLAXMAN & GITLER LLC 5500 FORTLAND AVENUE MEMPHIS, TN 38119 Conveyance name and address: WELSH FLAXMAN & GITLER LLC 2000 OAKS DRIVE SUITE 100 ALEXANDRIA, VA 22304	Exec. Dt: 11/25/2014 Entity Type: CORPORATION Citizenship: TENNESSEE
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File this information on assignment to the USPTO, Department of Commerce, 400 ...  
For more information, see 37 CFR 2.101(a) and 37 CFR 2.101(b) ...  
1. 10/11/2014 10:00:00 AM 10/11/2014 10:00:00 AM

22. On July 10, 2015, ICON conveyed a Security Interest to Bank of America, N.A., as administrative agent. This Security Interest identifies a long list of trademarks, including Reg. No. 3414969 and Reg. No. 3846000.

23. Notably, the **SCN Reg. No. 4,414,549** is not identified in the Security Interest.

24. This filing is available at [Reel/Frame 5591/0408](#). The image below shows the details for ease of reference only.

Assignments on the Web - Trademark Assignments

Trademark Assignment Details

Reel/Frame: 005834/044

View Recorded Assignment

Record#: 07142515

Pages: 4

Conveyance: SECURITY AGREEMENT

Serial #	Mark	Filing Dt	Reg #	Reg Dt
1	Serial #: 22822001 Mark: NORDSTRACK	Filing Dt: 10/08/2009	Reg #: 4500006	Reg Dt: 05/17/2010
2	Serial #: 22822002 Mark: NORDSTRACK	Filing Dt: 05/18/2009	Reg #: 4522222	Reg Dt: 12/16/2009
3	Serial #: 22822003 Mark: SMT	Filing Dt: 09/25/2009	Reg #: 4512222	Reg Dt: 04/22/2010
4	Serial #: 22822004 Mark: SINGING DEVICES	Filing Dt: 02/20/2009	Reg #: 4518000	Reg Dt: 09/09/2010
5	Serial #: 22822005 Mark: ALPINE	Filing Dt: 05/20/2010	Reg #: 4500000	Reg Dt: 07/19/2011
6	Serial #: 22822006 Mark: ALPINE	Filing Dt: 04/14/2011	Reg #: 4512222	Reg Dt: 05/04/2012
7	Serial #: 22822007 Mark: ALPINE	Filing Dt: 06/06/2010	Reg #: 4522222	Reg Dt: 05/22/2010
8	Serial #: 22822008 Mark: SMOOTH STRIP	Filing Dt: 04/18/2010	Reg #: 4512222	Reg Dt: 12/04/2010
9	Serial #: 22822009 Mark: SMOOTH STRIP	Filing Dt: 04/18/2010	Reg #: 4500000	Reg Dt: 12/04/2010
10	Serial #: 22822010 Mark: OCEAN TOWER	Filing Dt: 11/20/2010	Reg #: 4500000	Reg Dt: 05/19/2014
11	Serial #: 22822011 Mark: ITT	Filing Dt: 12/27/2012	Reg #: 4500000	Reg Dt: 12/17/2013
12	Serial #: 22822012 Mark: OCEAN TOWER	Filing Dt: 02/11/2012	Reg #: 4500000	Reg Dt: 10/28/2014
13	Serial #: 22822013 Mark: ITT	Filing Dt: 02/14/2010	Reg #: 4500000	Reg Dt: 09/25/2014
14	Serial #: 22822014 Mark: SMOOTH STRIP	Filing Dt: 06/27/2010	Reg #: 4512222	Reg Dt: 09/09/2010
15	Serial #: 22822015 Mark: PPD-FORX	Filing Dt: 12/04/2010	Reg #: 4500000	Reg Dt: 01/07/2015
16	Serial #: 22822016 Mark: ITT	Filing Dt: 12/16/2010	Reg #: 4500000	Reg Dt: 05/18/2014
17	Serial #: 22822017 Mark: ITT	Filing Dt: 02/05/2014	Reg #: NONE	Reg Dt:
18	Serial #: 22822018 Mark: SMOOTH STRIP	Filing Dt: 02/20/2010	Reg #: 4500000	Reg Dt: 09/22/2010
19	Serial #: 22822019 Mark: FREEMOTION JESUITIS	Filing Dt: 11/09/2010	Reg #: 4500000	Reg Dt: 12/04/2010
20	Serial #: 22822020 Mark: FREEMOTION DANCE CREW	Filing Dt: 04/16/2010	Reg #: NONE	Reg Dt:
21	Serial #: 22822021 Mark: FREEMOTION	Filing Dt: 04/16/2010	Reg #: NONE	Reg Dt:
22	Serial #: 22822022 Mark: FREEMOTION	Filing Dt: 05/15/2010	Reg #: 4522222	Reg Dt: 05/21/2010
23	Serial #: 22822023 Mark: ITT	Filing Dt: 06/24/2010	Reg #: NONE	Reg Dt:

Assignee:  
 1 ICON SCOUTS & SERVICES, INC.  
 Exec Dt: 07/12/2015  
 Entity Type: CORPORATION  
 Citizenship: MASSACHUSETTS

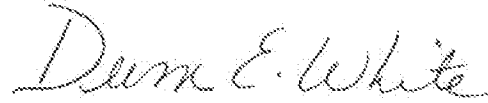
Assignor:  
 3 FIVE PT ASSOCIATES, REALTY AND INVESTMENT  
 225 FRANKLIN ST., 15TH FLOOR  
 BOSTON, MASSACHUSETTS 02110  
 Entity Type: BANK  
 Citizenship: UNITED STATES

Correspondent name and address:  
 NORIS M. LEGAL ASSISTANT  
 50 FINE STREET  
 CAVALLI GORDON & SCINDEL LLP  
 NEW YORK, NY 10005

25. The Improper Assignment incorrectly includes the **SCN Reg. No. 4,414,549**.
26. SCN has been and continues to be the owner of **SCN Reg. No. 4,414,549** since November 19, 2014.
27. I first discussed the matter with ICON's counsel on May 3, 2016 and informed counsel of the Improper Assignment. On June 16, 2016, I emailed ICON's counsel requesting prompt attention to filing a Corrective Assignment to show SCN as the owner of the **SCN Reg. No. 4,414,549**. ICON has not filed a Corrective Assignment.

28. As a result, I submit this affidavit for the purpose of requesting that the record show SON Products, LLC, as the owner.

Submitted this the 14<sup>th</sup> day of July, 2016.

A handwritten signature in cursive script that reads "Devon E. White".

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Devon E. White  
Attorney for SON Products, LLC



**FORECLOSURE AND SALE AGREEMENT**

This FORECLOSURE AND SALE AGREEMENT (the "Agreement") is entered into as of November 19, 2014, between SCN Products LLC, a Delaware limited liability company ("Buyer") and Siena Funding LLC, a Delaware limited liability company ("Lender").

**RECITALS**

A. Pursuant to that certain Loan and Security Agreement dated as of September 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Siena Lending Group LLC, as lender, Smooth Fitness, LLC ("Smooth Fitness") and iHeater, LLC ("iHeater"), and together with Smooth Fitness, collectively, the "Borrowers" and each individually a "Borrower", as well as certain other documents, instruments and agreements executed by Borrowers and their affiliates, pursuant to the Loan Agreement or in connection therewith (together with the Loan Agreement, collectively, the "Loan Documents"), Siena Lending Group LLC made loans and other financial accommodations to or for the benefit of the Borrowers (all such loans and other financial accommodations being herein referred to collectively as the "Loans"). The Loans and all other liabilities and obligations of the Borrowers to Siena Lending Group LLC under the Loan Documents, howsoever created, arising or evidenced (collectively, the "Obligations"), are secured by a first priority, perfected lien on and security interest in substantially all of the Borrowers' assets in favor of Lender. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

B. Subsequent to September 23, 2013, Siena Lending Group LLC assigned all of its right, title and interest and to the Loan Documents and Obligations to its affiliate, Lender.

C. As a result of numerous continuing defaults in respect of the Obligations under the Loan Agreement, Lender has determined that it is entitled under Sections 9-610 et seq. of the Uniform Commercial Code in effect from time to time in the State of New York (and, to the extent the character or location of any of the Encumbered Assets (as defined below) requires the application of a different state(s)'s Uniform Commercial Code, the Uniform Commercial Code in effect from time to time in such different state(s)) (the "UCC"), the Loan Documents and other applicable law to, among other things, sell and transfer to any person or entity for value all of the Borrowers' right, title and interest in and to any or all of the personal property subject to Lender's security interest (such assets are collectively referred to herein as the "Encumbered Assets") in one or more foreclosure sales.

D. Based on the foregoing, Lender desires to sell, transfer and deliver to Buyer, and Buyer desires to acquire from Lender for value in a private foreclosure sale pursuant to the UCC and on the terms and conditions hereinafter set forth, all of the Borrowers' right, title and interest in and to the Subject Assets (as hereinafter defined), which shall be surrendered by Borrowers to Buyer at the Closing (as hereinafter defined).

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and form an integral part of the agreement between the parties contained in this Agreement.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, in consideration of the Purchase Price (as hereinafter defined), at the Closing referred to in Section 4 hereof, pursuant to Sections 9-610 et seq. of the UCC and the Loan Documents, (i) Lender shall sell, assign and transfer to the Buyer, and the Buyer shall purchase, acquire and take assignment of, all of the Borrowers' right, title and interest in and to all of the Encumbered Assets more particularly described on Schedule 2 attached hereto (all of which assets are hereinafter referred to collectively as the "Subject Assets"), whereupon Lender's liens on, and security interests in, the Subject Assets, and all liens and security interests, will be discharged, and (ii) the Subject Assets shall be surrendered by Borrowers to Buyer free and clear of all liens and security interests.

2.1 Excluded Assets. Notwithstanding the foregoing, Lender is not selling, and the Buyer is not purchasing, any of those assets more particularly described on Schedule 2.1 hereto (such assets being referred to hereinafter as the "Excluded Assets"). Prior to the Closing Date, the Buyer may elect to exclude any of the Subject Assets from the sale hereunder, and the list of Excluded Assets in Schedule 2.1 shall be amended to include the assets Buyer elects to exclude, provided that no such exclusions shall result in any reduction of the Purchase Price (as hereinafter defined).

2.2 Compliance with Sections 9-610 et seq. It is the express intent of the parties hereto that the sale of the Subject Assets contemplated hereby be consummated pursuant to Sections 9-610 et seq. of the UCC. To the extent not waived in writing to the satisfaction of Lender and the Buyer, Lender has sent notices (the form, substance and timing of which were in compliance with all applicable provisions of the UCC) with respect to the foreclosure sale contemplated hereby to all parties entitled to such notice under the UCC, including (i) the Borrowers, (ii) any secondary obligor (as defined in the UCC), (iii) any person from whom Lender has received before the notification date (as defined in Section 9-611(a) of the UCC) an authentication notification of a claim of an interest in the Subject Assets, and (iv) any secured party or lienholder pursuant to Sections 9-611(c)(3)(B) (by compliance with Sections 9-611(e) and 9-611(c)(3)(C) of the UCC.

2.3 Limited Assumption of Obligations or Liabilities; Creditor Payments. The Buyer shall not assume or be deemed to assume any liabilities or accrued liabilities of the Borrowers, the Lender or any other person or entity except that on the Closing Date, the Buyer shall assume those liabilities specifically set forth on Schedule 2.3 hereto (collectively, the "Assumed Liabilities"). Lender shall not assume, nor shall any such party be deemed to have assumed, any liability or obligation of the Borrowers whatsoever. If the Buyer, in its sole and absolute discretion, elects to make any payment to any creditor of the Borrowers (a "Creditor

Payment”), such payment shall not reduce the Purchase Price or constitute an assumption of any other liabilities by any of the parties.

2.4 Sale As Is; Where Is. Except as, and only to the extent otherwise expressly set forth herein, Lender specifically disclaims (and the Buyer expressly agrees that Lender is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with this Agreement, the Subject Assets or any other matter relating hereto or thereto.

THE BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY, SET FORTH HEREIN: (A) THE SALE OF SUBJECT ASSETS TO THE BUYER IS: WITHOUT RECOURSE TO THE LENDER; ON AN “AS IS, WHERE IS” BASIS; WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO ITEMS, EXISTENCE, OWNERSHIP, TITLE, CONDITION, QUANTITY OR ANY OTHER MATTERS WHATSOEVER; (B) LENDER MAKES NO REPRESENTATION AS TO THE VALUE, IF ANY, OF THE SUBJECT ASSETS BEING TRANSFERRED HEREBY; (C) LENDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT ALL OR A PORTION OF THE SUBJECT ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC OR OTHERWISE) OR FIT FOR A PARTICULAR PURPOSE; AND (D) THE SOLE REPRESENTATIONS AND WARRANTIES OF LENDER REGARDING THE SUBJECT ASSETS ARE THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

2.5

3. Purchase Price.

3.1

3.2 The Purchase Price shall be paid at the Closing. All amounts payable to Lender under this Agreement and all instruments, documents and agreements executed and/or delivered in connection herewith (collectively, the “Transaction Documents”), constitute proceeds of Lender’s Collateral, and Lender’s liens on and security interests in the Subject Assets shall immediately attach to and be perfected in the proceeds of the sale of the Subject Assets to Buyer.

4. Closing.

4.2 Time and Place. The transfer and delivery of all documents and instruments necessary to consummate the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Blank Rome LLP, 405 Lexington Avenue, New York, New York 10174, on the Closing Date, or at such other time and place as mutually agreed by Lender and Buyer.

5. Taxes. Any personal property taxes, sales taxes, and transfer taxes arising as a result of the transactions and sales contemplated by this Agreement or any other Transaction Document shall be paid by the Buyer, it being understood that Lender shall cooperate at the Buyer's expense in taking advantage of any reasonably available exemption(s).

6. Representations, Warranties, and Covenants of the Buyer. The Buyer represents, warrants and covenants to Lender as follows:

6.1 Organization of the Buyer. The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. The Buyer has all requisite power and authority (i) to purchase the Subject Assets under applicable law, (ii) to assume the Assumed Liabilities under applicable law, (iii) to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and (iv) to carry out all of the actions required of it pursuant to the terms of this Agreement and the other Transaction Documents to which it is a party.

6.2 Approval; Binding Effect. The Buyer has obtained all necessary authorizations and approvals required for the execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except to the extent that such enforcement is limited by principles of equity and laws relating to bankruptcy and creditors' rights. All approvals of the Buyer, including approval of its members and managers, if any required, to consummate the transactions provided for in this Agreement and the other Transaction Documents to which it is a party will have been obtained prior to the Closing. The Buyer has the absolute and unrestricted right, power, authority and capacity to purchase the Borrowers' right, title and interest in the Subject Assets, to assume the Assumed Liabilities, and to enter into this Agreement and the other Transaction Documents to which it is a party. Neither the execution and delivery by the Buyer of this Agreement or the other Transaction Documents nor the consummation of the transactions contemplated hereby and thereby will (A) violate or conflict with any provision of the certificate of formation, by-laws, operating agreement or any other organizational documents of the Buyer, (B) violate or conflict with any provision of any law, rule, regulation, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, government, governmental agency or instrumentality, domestic or foreign, or arbitration by which the Buyer is bound or affected or (C) result in a breach or violation of any license, contract or other agreement or instrument to which the Buyer is party, which violation, conflict, or breach as described in clauses (A), (B) or (C) of this Section would have a materially adverse effect on the Buyer or the transactions contemplated in this Agreement or the other Transaction Documents. The execution of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby are within the authority of the individual who shall execute this Agreement and the other Transaction Documents on behalf of the Buyer.

6.3 Brokers. The Buyer has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

6.4 Limited Assumption of Liabilities. The Buyer shall assume, satisfy, and pay the Assumed Liabilities of the Borrowers and expressly disclaims the assumption of any other liabilities of any of the Borrowers or Lender.

6.5 Good Faith. The Buyer is acting in good faith (as such term is defined in Section 9-102(a)(43) of the UCC) in connection with this Agreement and the other Transaction Documents.

7. Representations, Warranties, and Covenants of Lender. Lender represents, warrants and covenants to the Buyer that:

7.1 Organization of Lender. Lender is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Lender has all requisite power and authority (i) to sell the Subject Assets to Buyer under applicable law, (ii) to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and (iii) to carry out all of the actions required of it pursuant to the terms of this Agreement and the other Transaction Documents to which it is a party.

7.2 Approval; Binding Effect. Lender has obtained all necessary authorizations and approvals required for the execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Lender and constitutes the legal, valid and binding obligation of Lender, enforceable against Lender in accordance with its terms, except to the extent that such enforcement is limited by principles of equity and laws relating to bankruptcy and creditors' rights. All approvals of Lender, if any required, to consummate the transactions provided for in this Agreement and the other Transaction Documents to which it is a party will have been obtained prior to the Closing. Lender has the absolute and unrestricted right, power, authority and capacity to sell Borrowers' right, title and interest in the Subject Assets and Lender has the absolute and unrestricted right, power, authority and capacity to enter into this Agreement and the other Transaction Documents to which it is a party. Neither the execution and delivery by Lender of this Agreement or the other Transaction Documents to which it is a party nor the consummation of the transactions contemplated hereby and thereby will (A) violate or conflict with any provision of the articles of incorporation, by-laws, operating agreement or any other organizational documents of Lender or (B) violate or conflict with any provision of any law, rule, regulation, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, government, governmental agency or instrumentality, domestic or foreign, or arbitration by which Lender is bound or affected or (C) result in a breach or violation of any license, contract or other agreement or instrument to which the Lender is party, which violation, conflict, or breach as described in clauses (A), (B) or (C) of this Section would have a materially adverse effect on the Lender or the transactions contemplated in this Agreement or the other Transaction Documents. The execution of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby are within the authority of the individual who shall execute this Agreement and the other Transaction Documents on behalf of Lender.

7.3 Security Interest; Approvals. Lender has a valid, perfected and enforceable security interest in the Subject Assets. To Lender's knowledge, except for Lender's liens on and security interest in the Subject Assets and the liens, encumbrances or security interests held by or in favor of the parties listed on Schedule 7.3, Borrowers own the Subject Assets free and clear of all liens and encumbrances. At Closing, pursuant to the provisions of Section 9-610 et seq. of the UCC, Buyer will acquire the Subject Assets free and clear of all liens, encumbrances and security interests, including any liens, encumbrances or security interests held by or in favor of the parties listed on Schedule 7.3.

7.4 Section 9-610 et seq. Lender is entitled under the UCC and the Loan Documents to sell and transfer the Subject Assets to Buyer as provided herein. Lender has complied with the relevant provisions of Section 9-610 et seq. of the UCC to sell the Subject Assets to the Buyer in accordance with the provisions of this Agreement. Without limiting the foregoing, to the extent not waived in writing to the satisfaction of Lender and the Buyer, Lender has sent notices (the form, substance and timing of which were in compliance with all applicable provisions of the UCC) with respect to the foreclosure sale contemplated hereby to all parties entitled to such notice under the UCC, including (i) the Borrowers, (ii) any secondary obligor (as defined in the UCC), (iii) any person from whom any of the Lender has received before the notification date (as defined in Section 9-611(a) of the UCC) an authentication notification of a claim of an interest in the Subject Assets, and (iv) any secured party or lienholder pursuant to Sections 9-611(c)(3)(B) (by compliance with Sections 9-611(e)) and 9-611(c)(3)(C) of the UCC. Attached hereto as Schedule 7.4 is a full and complete list of all parties receiving the foregoing notices and copies of all such notices and other documents and agreements delivered in connection with the Lender's foreclosure and sale of the Subject Assets. Neither the Lender nor, to the knowledge of Lender, the Borrowers have received any objections or other response or inquiry from any of the parties that received the foregoing notices. Lender covenants and agrees that it shall comply with all provisions of the UCC applicable and related to the sale of the Subject Assets at all times following the Closing, including without limitation those provisions of the UCC related to the disposition of the proceeds of the sale of the Subject Assets hereunder.

7.5 Valid Obligations. All of the Obligations of the Borrowers to Lender are valid, binding, enforceable and due and owing, and the Borrowers are in default of such Obligations in a manner that vests in Lender the authority to sell the Subject Assets to the Buyer pursuant to the UCC and this Agreement.

7.6 Brokers. Lender has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

7.7 Good Faith. Lender is acting in good faith (as such term is defined in Section 9-102(a)(43) of the UCC) in connection with this Agreement and the transactions contemplated hereby.

7.8 Litigation. Lender has not been a party to, nor, to the knowledge of Lender, been threatened with any judgment, order, decree, claim, action, suit, proceeding or investigation related to the Subject Assets and, to the knowledge of Lender, none of Lender's affiliates, directors, officers, agents or employees (in their capacity as such) have been a party to or been threatened with any such judgment, order, decree, claim, action, suit, proceeding or investigation. There is no legal, arbitration, administrative or other formal proceeding or governmental investigation pending or, to the knowledge of Lender, threatened against Lender that seeks to enjoin or otherwise challenges the consummation of any of the transactions contemplated hereunder. To the knowledge of Lender, none of the Borrowers have been a party to or been threatened with any judgment, order, decree, claim, action, suit, proceeding or investigation related to the Subject Assets, including with regard to any bankruptcy, liquidation or insolvency proceeding.

8. Buyer's Conditions to Closing; Deliveries to the Buyer at Closing. The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction, at or prior to Closing, of the following conditions (to the extent non-compliance is not waived in writing by the Buyer in its sole but reasonable discretion):

8.1 Bill of Sale. The Buyer shall have received the duly executed General Assignment and Bill of Sale in substantially the form of Exhibit A hereto, dated as of the Closing Date.

8.2 Termination and Release of Security Interest in Trademarks and Patents; Payoff Evidence. The Buyer shall have received (i) the duly executed Termination and Release of Security Interest in Trademarks and Patents in substantially the form of Exhibit B hereto, dated as of the Closing Date and (ii) the Payoff Evidence.

8.3 Consent and Acknowledgment. The Buyer shall have received the duly executed Consent and Acknowledgment from the Borrowers in substantially the form of Exhibit C hereto (the "Consent and Acknowledgment"), dated as of the Closing Date.

8.4 Representations and Warranties True. All representations, certifications and warranties of Lender hereunder shall be true in all material respects as of the Closing Date.

8.5 No Default by Lender. Lender shall have performed and complied with all agreements, covenants and conditions required by this Agreement and the other Transaction Documents, to be performed or complied with by such party, prior to or at the Closing.

8.6 No Statutes, Rules or Orders. There will be no statute, rule, regulation or order of any court or administrative agency in effect which prohibits Lender or the Buyer from consummating the transactions contemplated hereby.

8.7 Other Documents. The Buyer shall have received such other documents, instruments or certificates as the Buyer may reasonably request with respect to any matter relevant to this Agreement, the transfer of the Subject Assets or the transactions contemplated by this Agreement and the other Transaction Documents.

8.8 No Litigation. No action, inquiry or investigation shall have been instituted or pending which (unless dismissed with prejudice) is reasonably likely to make illegal, or to otherwise restrain or prohibit, the consummation of the transactions contemplated by this Agreement or the other Transaction Documents. There will be no stay, bankruptcy or insolvency petition, appointment of a receiver by or on behalf of any of the Borrowers or any other action, suit, proceeding or order against any of the Borrowers which would prohibit the



consummation of the transaction contemplated by this Agreement or other Transaction Documents.

9. Lender's Conditions to Closing. The obligation of Lender to consummate the Closing shall be subject to the satisfaction, at or prior to Closing, of the following conditions (to the extent noncompliance is not waived in writing by Lender in its sole discretion):

9.1 Consideration Paid. Lender shall have received the Purchase Price payable to the Lender hereunder.

9.2 No Statutes, Rules or Orders. There will be no statute, rule, regulation or order of any court or administrative agency in effect which prohibits Lender or the Buyer from consummating the transactions contemplated hereby.

9.3 Representations and Warranties True. All representations, certifications and warranties of the Buyer hereunder shall be true in all material respects as of the Closing Date.

9.4 No Default. The Buyer shall have performed and complied with, in all material respects, all agreements, covenants and conditions required by this Agreement and the other Transaction Documents, to be performed or complied with by such party prior to or at the Closing.

9.5 No Litigation. No action, inquiry or investigation shall have been instituted or pending which (unless dismissed with prejudice) is reasonably likely to make illegal, or to otherwise restrain or prohibit, the consummation of the transactions contemplated by this Agreement or the other Transaction Documents. There will be no stay, bankruptcy or insolvency petition, appointment of a receiver by or on behalf of any of the Borrowers or any other action, suit, proceeding or order against any of the Borrowers which would prohibit the consummation of the transaction contemplated by this Agreement or other Transaction Documents.

11. General.

11.1 Expenses. Except as otherwise agreed herein, all expenses of the preparation, execution and consummation of this Agreement and the other Transaction Documents and of the transactions contemplated hereby and thereby, including, without limitation, attorneys', accountants' and outside advisor's fees and disbursements, shall be borne by the party incurring such fees.

11.2 Notice. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally, if mailed by certified mail return receipt requested, if delivered by overnight courier, if mailed, postage prepaid, or if sent by written telecommunication, confirmation of receipt received, as follows:

If to Lender, to:

Siena Funding LLC  
1177 Summer Street  
Stamford, Connecticut 06905  
Attention: Steve Sanicola  
Email: [ssanicola@sienalending.com](mailto:ssanicola@sienalending.com)

With copies sent contemporaneously to:

Blank Rome LLP  
The Chrysler Building  
405 Lexington Avenue  
New York, NY 10174  
Attn: Lawrence F. Flick II, Esq.  
Fax: (212) 832-5556  
Email: [Flick@blankrome.com](mailto:Flick@blankrome.com)

If to the Buyer, to:

SCN Products LLC  
245 Saw Mill River Road  
Suite 106  
Hawthorne, NY 10532  
Fax: (646) 349-1797

With a copy sent contemporaneously to:

Wyrick Robbins Yates & Ponton LLP  
4101 Lake Boone Trail, Suite 300  
Raleigh, NC 27607  
Attn: David L. Wilke, Esq.  
Fax: (919) 781-4865  
Email: [dwilke@wyrick.com](mailto:dwilke@wyrick.com)

11.3 Entire Agreement. This Agreement and the related schedules, exhibits and agreements delivered in connection herewith contain the entire understanding of the parties with respect to the subject matter hereof, supersede all prior agreements and understandings relating to the subject matter hereof, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

11.4 Governing Law. The validity and construction of this Agreement shall be governed by the internal laws of the State of New York without regard to principles of conflicts of laws.

11.5 Sections, Section Headings and Defined Terms. All enumerated subdivisions of this Agreement are herein referred to as "sections" or "subsections." The headings of the sections and subsections are for reference only and shall not limit or control the meaning thereof. Capitalized terms contained in the exhibits or schedules to this Agreement, which are not otherwise defined in such exhibits or schedules, shall have the meanings ascribed to them in this Agreement.

11.6 Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each such party's respective heirs, successors and assigns; provided, however, that no party may assign, whether absolutely or merely for collateral purposes, its rights, claims and benefits hereunder to any other person or entity without the express written consent of each of the other parties to this Agreement.

11.7 Further Assurances. From time to time, at the reasonable request of another party hereto, each party hereto shall execute and deliver such further instruments and take such further actions at the expense of the requesting party, as such requesting party may reasonably deem necessary or desirable in order to assure that the transfers, purposes and objectives of this Agreement and other Transaction Documents are fully accomplished.

11.8 No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein express or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation other than the Lender and the Buyer, any rights or remedies under or by reason of this Agreement.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any party hereto may execute and deliver a counterpart of this

Agreement by delivering by facsimile or other electronic transmission a signature page of this Agreement signed by such party, and any such facsimile or similar electronic signature shall be treated in all respects as having the same effect as an original signature.

11.10 Survival. The representations and warranties of the parties contained in this Agreement and the Transaction Documents shall survive the Closing until thirty (30) days after the expiration of the applicable statute of limitations (including any waivers or extensions thereof) to which the underlying matter relates. The covenants and agreements contained in this Agreement and the Transaction Documents and the indemnity contained in Section 2.5 of this Agreement shall survive the Closing and remain in full force and effect until fully performed in accordance with their terms.

11.11 Schedules and Exhibits. The Schedules and Exhibits to this Agreement are an integral part hereof and are incorporated herein by reference.

11.12 Miscellaneous Definitions. For purposes of this Agreement and the Schedules and Exhibits that form a part hereof, the following terms shall be defined as follows:

(a) The “Direct Response Business” shall mean the Borrowers’ business involving marketing, sales and service (whether directly to consumers or to retailers, distributors or other parties) of products not exclusively marketed and sold pursuant to the Legacy Fitness Business, including without limitation, the marketing, sales and service of the sitNcycle, smoothXbike and iHeater (and other similar) product lines, including product lines currently under development.

(b) The “Legacy Fitness Business” shall mean the Borrowers’ business involving marketing, sales and service of home gyms and gym/exercise equipment, including without limitation treadmills, elliptical machines and exercise bikes.

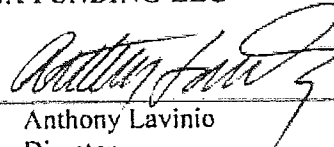
**[Signature Page on the Following Page]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly respective officers as of the date and the year first above written.

**LENDER:**

SIENA FUNDING LLC

By:



Anthony Lavinio  
Director

By:



Steven Sanicola  
Director

Signature Page to Foreclosure and Sale Agreement

**BUYER:**

SCN PRODUCTS LLC

By: *Nosco Marketing, Inc., its manager*

By: 

Name: *Scott Paternoster*

Its: *President*

Signature Page to Foreclosure and Sale Agreement

**TRADEMARK**  
**REEL: 005834 FRAME: 0456**

**LIST OF SCHEDULES TO FORECLOSURE AND SALE AGREEMENT**

Schedule 2	Subject Assets
Schedule 2.1	Excluded Assets
Schedule 2.4	Assumed Liabilities
Schedule 3	Purchase Price and Wire Instructions
Schedule 7.3	List of Liens and Security Interests
Schedule 7.4	List of Notice Parties and Copies of Materials Delivered

**SCHEDULE 2 - LIST OF SUBJECT ASSETS**

Except for any Excluded Assets as set forth, and defined in, Section 2.1 to the Agreement, all of the Borrowers' right, title and interest in and to Borrowers' personal property exclusively held or used in connection with Borrowers' Direct Response Business in which Lender has a perfected lien and security interest through the filing of UCC-1 financing statements in the appropriate jurisdictions for perfecting such interests, including, without limitation:

- (a) all of Smooth Fitness' inventory consisting of sitNcycles (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse<sup>1</sup></u>	<u>No. of Unsorted Returns</u>	<u>No. of New Units Available<sup>2</sup></u>
CPO-SNCBLACK	A	10	0
CPO-SNCBLUE	A	4	0
CPO-SNCPINK	A	2	0
CPO-SNCRED	A	8	0
CPO-SNCWHITE	A	1	0
CPOSNC2AQUA	A	43	2
CPOSNC2BLACK	A	183	18
CPOSNC2BLUE	A	119	0
CPOSNC2PURPL	A	49	21
CPOSNC2RED	A	68	0
NORDONSNC2BK	A	190	0
NORDONSNC2BL	A	114	0
NORDONSNC2BL	G	1	0
NORDONSNC2OR	A	10	0
NORDONSNC2PI	A	126	0
NORDONSNC2RD	A	172	0
NORDONSNC2WT	A	13	0
SNC-BLACK	A	95	0
SNC-BLACK	G	1	0
SNC-BLUE	G	18	0
SNC-PINK	A	48	0
SNC-RED	A	30	0
SNC-WHITE	A	36	0
SNC2-AQUA	A	619	275
SNC2-BLACK	A	1,473	1,532
SNC2-BLACK	G	0	502

<sup>1</sup> Note: "A" is Fosdick Fulfillment Corp's Connecticut location and "G" is the Fosdick Fulfillment Corp's Nevada location.

<sup>2</sup> Note: Negative numbers represent back orders.



SNC2-BLUE	A	694	377
SNC2-BLUE	G	0	45
SNC2-GELSEAT	A	160	1,284
SNC2-GELSEAT	G	0	834
SNC2-ORANGE	A	116	32
SNC2-PINK	A	192	55
SNC2-PINK	G	0	246
SNC2-PURPLE	A	640	178
SNC2-RED	A	1,152	344
SNC2-RED	G	0	132
SNC2-WHITE	A	78	34

- (b) all of Smooth Fitness' inventory consisting of smoothXbikes (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
XBIKE-AQUA	A	29	137
XBIKE-BLACK	A	57	76
XBIKE-BLUE	A	24	65
XBIKE-PINK	A	25	109
XBIKE-RED	A	36	0

- (c) all of iHeaters' inventory (including, without limitation, all new and returned products) including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
IH-201-B	CT	0	30
IHQ-101-W	CT	2	0
CPO-50-W	CT	0	36

- (d) all of the Borrowers' packaging materials and marketing materials (including direct response television commercials, websites and on-line and off-line advertising content);
- (e) all of the Borrowers' unfulfilled purchase orders (whether retail or wholesale) and the right to any proceeds flowing therefrom;
- (f) all of the Borrowers' products in development, as of the Closing Date;
- (g) all of the Borrowers' ledger sheets, ledger cards, files, correspondence, records, books of

account, business papers and documents, in each case relating to any of the other Subject Assets; and

- (h) all of the Borrowers' customer lists, databases and intellectual property, including without limitation, the patents, copyrights, licenses, trademarks and registrations, set forth on Annex 1(a) and Annex 1(b) to this Schedule and the websites, URLs and domain names set forth on Annex 2 to this Schedule.

**ANNEX 1(a) TO SCHEDULE 2 – INTELLECTUAL PROPERTY**

Patents

<b>Borrower</b>	<b>Patent</b>	<b>Patent Application Number and Country if not USA</b>	<b>Patent Registration Number and Country if not USA</b>
iHeater, LLC	Heater	29/354,478	Abandoned
iHeater, LLC	Heater	29/363,438	Abandoned
iHeater, LLC	Electric Heater	29/423,832	Abandoned
iHeater, LLC	Electric Heater	29/423,836	Abandoned
iHeater, LLC	Window Fan	29/437,237	Abandoned
iHeater, LLC	Tower Fan	29/437,245	Abandoned
iHeater, LLC	Electrical Air Conditioning Device	61/655,955	Expired
iHeater, LLC	Expandable Window Fan	61/726,547	Expired
iHeater, LLC	Multi-Tower Fan	61/726,549	Expired
All patent applications and issued patents from the People's Republic of China including those attached hereto as <u>Annex 1(b)</u> .			

Trademarks

<b>Borrower</b>	<b>Trademark Title</b>	<b>Trademark Application Number and Country if not USA</b>	<b>Trademark Registration Number and Country if not USA</b>
iHeater, LLC	IHEATER	1437769 (Canada)	TMA783,338 (Canada)
iHeater, LLC	ADVANCING COMFORT	85/802,141	Abandoned
iHeater, LLC	COMFORTCORE	85/802,146	4,526,603
iHeater, LLC	IHEATER	77/642,644	3,654,284
iHeater, LLC	IHEATER MAX	85/802,147	Abandoned
iHeater, LLC	IHEATER MICRO	85/802,149	Abandoned
iHeater, LLC	IHEATER MID	85/802,150	Abandoned
iHeater, LLC	IHEATER MINI	85/802,152	Abandoned
iHeater, LLC	REALM &	85/802,139	Abandoned

	DESIGN		
Smooth Fitness, LLC	SITNCYCLE	85/866,164	4,414,549
Smooth Fitness, LLC	SMOOTH BIKE & Design	86/155,264	Pending (Notice of Allowance issued 8/5/2014)

Copyrights

Borrower	Title	Federal Registration No.	Registration Date
Smooth Fitness, LLC	SitNCycle Deluxe Photographs and Advertising	VA 1-916-523	

ANNEX 1(b) TO SCHEDULE 2 – CHINESE PATENTS

[see next pages]

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**TRADEMARK**  
**REEL: 005834 FRAME: 0463**



PCNLM130299

## 中华人民共和国国家知识产权局

201206

上海市浦东新区新金桥路 1088 号 A 栋 2614 室  
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日：

2013 年 10 月 10 日



申请号或专利号：201320620017.8

发文序号：2013101000790190

## 专 利 申 请 受 理 通 知 书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定，申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下：

申请号：201320620017.8

申请日：2013 年 10 月 09 日

申请人：雷明威尔（上海）商贸有限公司

发明创造名称：一种健身车

经核实，国家知识产权局确认收到文件如下：

实用新型专利请求书 每份页数:3 页 文件份数:1 份

权利要求书 每份页数:1 页 文件份数:1 份 权利要求项数： 10 项

说明书 每份页数:3 页 文件份数:1 份

说明书附图 每份页数:3 页 文件份数:1 份

说明书摘要 每份页数:1 页 文件份数:1 份

摘要附图 每份页数:1 页 文件份数:1 份

专利代理委托书 每份页数:2 页 文件份数:1 份

费用减缓请求书 每份页数:1 页 文件份数:1 份

费用减缓证明 每份页数:1 页 文件份数:1 份

提示：

1. 申请人收到专利申请受理通知书之后，认为其记载的内容与申请人所提交的相应内容不一致时，可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后，再向国家知识产权局办理各种手续时，均应当准确、清晰地写明申请号。

TRADEMARK

REEL: 005834 FRAME: 0464



PCNLM130300

## 中华人民共和国国家知识产权局

201206

上海市浦东新区新金桥路 1088 号 A 栋 2614 室  
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日：

2013年10月12日



申请号或专利号：201330481974.2

发文序号：2013101200787940

## 专利申请受理通知书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定，申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下：

申请号：201330481974.2

申请日：2013 年 10 月 12 日

申请人：思幕塑身有限公司

发明创造名称：健身车

经核实，国家知识产权局确认收到文件如下：

外观设计专利请求书 每份页数:3 页 文件份数:1 份

外观设计图片或照片 每份页数:4 页 文件份数:1 份

外观设计简要说明 每份页数:1 页 文件份数:1 份

提示：

1. 申请人收到专利申请受理通知书之后，认为其记载的内容与申请人所提交的相应内容不一致时，可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后，再向国家知识产权局办理各种手续时，均应当准确、清晰地写明申请号。

TRADEMARK  
REEL: 005834 FRAME: 0465

**ANNEX 2 TO SCHEDULE 2 – DOMAIN NAMES**

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
GETQUIETPUNCH.COM	.com	7/24/2015	Active	Public	Locked
GETSITNCYCLE.COM	.com	1/22/2015	Active	Public	Locked
SITANDCYCLE.COM	.com	7/18/2016	Active	Private	Locked
SITANDCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITANDCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLE.COM	.com	4/21/2015	Active	Public	Locked
SITNCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLESTEVE.COM	.com	3/18/2015	Active	Public	Locked
SITNCYCLETV.COM	.com	3/18/2015	Active	Public	Locked
SMOOTHXBIKE.COM	.com	12/13/2015	Active	Public	Locked
STOPOBESITYTODAY.COM	.com	7/25/2015	Active	Public	Locked
WOMENSFATBURNINGWORKOUTS.COM	.com	7/25/2015	Active	Public	Locked
WORKOUTBURNFAT.COM	.com	7/25/2015	Active	Public	Locked

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
BUYIHEATER.COM	.com	12/1/2014	Active	Private	Locked
IHEATERDEALER.COM	.com	12/16/2014	Active	Private	Locked
IHEATERDEALERS.COM	.com	12/16/2014	Active	Private	Locked
IHEATERMAPPOLICY.COM	.com	1/10/2015	Active	Private	Locked
IHEATERMAX.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMICRO.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMID.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMINI.COM	.com	12/10/2014	Active	Private	Locked
IHEATERONLINE.COM	.com	10/22/2015	Active	Private	Locked
IHEATERS.COM	.com	8/31/2015	Active	Private	Locked
OFFICIALIHEATER.CA	.ca	5/3/2016	Active	Public	Locked
OFFICIALIHEATER.COM	.com	12/27/2015	Active	Private	Locked
REALMINNOVATIONSLLC.COM	.com	4/13/2016	Active	Private	Locked
REGISTERMYIHEATER.COM	.com	6/22/2016	Active	Private	Locked
TOPTENIMPORTS.COM	.com	7/10/2016	Active	Private	Locked
WARMYOURWORLD.COM	.com	11/21/2014	Active	Private	Locked
WARMYOURWORLD.NET	.net	11/21/2014	Active	Private	Locked



**LIST OF EXHIBITS TO FORECLOSURE AND SALE AGREEMENT**

- A. General Assignment and Bill of Sale
- B. Termination and Release of Security Interest in Trademarks and Patents
- C. Consent and Acknowledgment

## GENERAL ASSIGNMENT AND BILL OF SALE

SIENA FUNDING LLC (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to SCN PRODUCTS LLC (the "Buyer"), and its successors and assigns forever, pursuant to Section 9-610 et seq. of the applicable Uniform Commercial Code, the Loan Documents and other applicable law, all the right, title and interest of Smooth Fitness, LLC, a Delaware limited liability company, and iHeater, LLC, a Delaware limited liability company (the "Borrowers") in and to all of the personal property and assets of the Borrowers (collectively, the "Property") listed on Schedule I hereto.

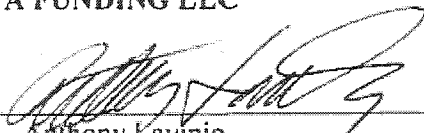
EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN FORECLOSURE AND SALE AGREEMENT, DATED AS OF NOVEMBER 19, 2014 (THE "SALE AGREEMENT"), BETWEEN SELLER AND THE BUYER, LENDER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY; AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

On or after the date hereof, Lender will from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in the carrying out of the intent and purposes of this General Assignment and Bill of Sale. Capitalized terms used herein or in Schedule I shall have the meanings given to them in the Sale Agreement, unless otherwise defined herein or in Schedule I.

Dated this 19<sup>th</sup> day of November, 2014.

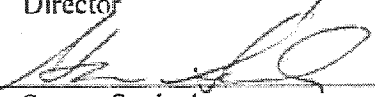
SIENA FUNDING LLC

By:



Anthony Lavinio  
Director

By:



Steven Sanicola  
Director

Signature Page to General Assignment and Bill of Sale

## SCHEDULE I

As used herein, the term "Subject Assets" shall mean:

Except for any Excluded Assets as set forth, and defined in, Schedule 2.1 to the Agreement, all of the Borrowers' right, title and interest in and to Borrowers' personal property exclusively held or used in connection with Borrowers' Direct Response Business in which Lender has a perfected lien and security interest through the filing of UCC-1 financing statements in the appropriate jurisdictions for perfecting such interests, including, without limitation:

- (a) all of Smooth Fitness' inventory consisting of sitNcycles (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse<sup>1</sup></u>	<u>No. of Unsorted Returns</u>	<u>No. of New Units Available<sup>2</sup></u>
CPO-SNCBLACK	A	10	0
CPO-SNCBLUE	A	4	0
CPO-SNCPINK	A	2	0
CPO-SNCRED	A	8	0
CPO-SNCWHITE	A	1	0
CPOSNC2AQUA	A	43	2
CPOSNC2BLACK	A	183	18
CPOSNC2BLUE	A	119	0
CPOSNC2PURPL	A	49	21
CPOSNC2RED	A	68	0
NORDONSNC2BK	A	190	0
NORDONSNC2BL	A	114	0
NORDONSNC2BL	G	1	0
NORDONSNC2OR	A	10	0
NORDONSNC2PI	A	126	0
NORDONSNC2RD	A	172	0
NORDONSNC2WT	A	13	0
SNC-BLACK	A	95	0
SNC-BLACK	G	1	0
SNC-BLUE	G	18	0
SNC-PINK	A	48	0
SNC-RED	A	30	0
SNC-WHITE	A	36	0

<sup>1</sup> Note: "A" is Fosdick Fulfillment Corp's Connecticut location and "G" is the Fosdick Fulfillment Corp's Nevada location.

<sup>2</sup> Note: Negative numbers represent back orders.

SNC2-AQUA	A	619	275
SNC2-BLACK	A	1,473	1,532
SNC2-BLACK	G	0	502
SNC2-BLUE	A	694	377
SNC2-BLUE	G	0	45
SNC2-GELSEAT	A	160	1,284
SNC2-GELSEAT	G	0	834
SNC2-ORANGE	A	116	32
SNC2-PINK	A	192	55
SNC2-PINK	G	0	246
SNC2-PURPLE	A	640	178
SNC2-RED	A	1,152	344
SNC2-RED	G	0	132
SNC2-WHITE	A	78	34

- (b) all of Smooth Fitness' inventory consisting of smoothXbikes (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
XBIKE-AQUA	A	29	137
XBIKE-BLACK	A	57	76
XBIKE-BLUE	A	24	65
XBIKE-PINK	A	25	109
XBIKE-RED	A	36	0

- (c) all of iHeaters' inventory (including, without limitation, all new and returned products) including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
IH-201-B	CT	0	30
IHQ-101-W	CT	2	0
CPO-50-W	CT	0	36

- (d) all of the Borrowers' packaging materials and marketing materials (including direct response television commercials, websites and on-line and off-line advertising content);
- (e) all of the Borrowers' unfulfilled purchase orders (whether retail or wholesale) and the right to any proceeds flowing therefrom;
- (f) all of the Borrowers' products in development, as of the Closing Date;

- (g) all of the Borrowers' ledger sheets, ledger cards, files, correspondence, records, books of account, business papers and documents, in each case relating to any of the other Subject Assets; and
- (h) all of the Borrowers' customer lists, databases and intellectual property, including without limitation, the patents, copyrights, licenses, trademarks and registrations, set forth on Annex 1(a) and Annex 1(b) and the websites, URLs and domain names set forth on Annex 2 to this Schedule.

**ANNEX 1(a) TO SCHEDULE I – INTELLECTUAL PROPERTY**

Patents

<b>Borrower</b>	<b>Patent</b>	<b>Patent Application Number and Country if not USA</b>	<b>Patent Registration Number and Country if not USA</b>
iHeater, LLC	Heater	29/354,478	Abandoned
iHeater, LLC	Heater	29/363,438	Abandoned
iHeater, LLC	Electric Heater	29/423,832	Abandoned
iHeater, LLC	Electric Heater	29/423,836	Abandoned
iHeater, LLC	Window Fan	29/437,237	Abandoned
iHeater, LLC	Tower Fan	29/437,245	Abandoned
iHeater, LLC	Electrical Air Conditioning Device	61/655,955	Expired
iHeater, LLC	Expandable Window Fan	61/726,547	Expired
iHeater, LLC	Multi-Tower Fan	61/726,549	Expired
All patent applications and issued patents from the People's Republic of China including those attached hereto as Annex 1(b).			

Trademarks

<b>Borrower</b>	<b>Trademark Title</b>	<b>Trademark Application Number and Country if not USA</b>	<b>Trademark Registration Number and Country if not USA</b>
iHeater, LLC	IHEATER	1437769 (Canada)	TMA783,338 (Canada)
iHeater, LLC	ADVANCING COMFORT	85/802,141	Abandoned
iHeater, LLC	COMFORTCORE	85/802,146	4,526,603
iHeater, LLC	IHEATER	77/642,644	3,654,284
iHeater, LLC	IHEATER MAX	85/802,147	Abandoned
iHeater, LLC	IHEATER MICRO	85/802,149	Abandoned
iHeater, LLC	IHEATER MID	85/802,150	Abandoned
iHeater, LLC	IHEATER MINI	85/802,152	Abandoned
iHeater, LLC	REALM &	85/802,139	Abandoned

	DESIGN		
Smooth Fitness, LLC	SITNCYCLE	85/866,164	4,414,549
Smooth Fitness, LLC	SMOOTH BIKE & Design	86/155,264	Pending (Notice of Allowance issued 8/5/2014)

Copyrights

<b>Borrower</b>	<b>Title</b>	<b>Federal Registration No.</b>	<b>Registration Date</b>
Smooth Fitness, LLC	SitNCycle Deluxe Photographs and Advertising	VA 1-916-523	



**ANNEX 1(b) TO SCHEDULE I – CHINESE PATENTS**

[see next pages]



PCNLM130299

## 中华人民共和国国家知识产权局

201206

上海市浦东新区新金桥路 1088 号 A 栋 2614 室  
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日:

2013 年 10 月 10 日



申请号或专利号: 201320620017.8

发文序号: 2013101000790190

## 专利申请受理通知书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定, 申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下:

申请号: 201320620017.8  
申请日: 2013 年 10 月 09 日  
申请人: 雷明威尔(上海)商贸有限公司  
发明创造名称: 一种健身车

经核实, 国家知识产权局确认收到文件如下:

实用新型专利请求书 每份页数:3 页 文件份数:1 份  
权利要求书 每份页数:1 页 文件份数:1 份 权利要求项数: 10 项  
说明书 每份页数:3 页 文件份数:1 份  
说明书附图 每份页数:3 页 文件份数:1 份  
说明书摘要 每份页数:1 页 文件份数:1 份  
摘要附图 每份页数:1 页 文件份数:1 份  
专利代理委托书 每份页数:2 页 文件份数:1 份  
费用减缓请求书 每份页数:1 页 文件份数:1 份  
费用减缓证明 每份页数:1 页 文件份数:1 份

提示:

1. 申请人收到专利申请受理通知书之后, 认为其记载的内容与申请人所提交的相应内容不一致时, 可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后, 再向国家知识产权局办理各种手续时, 均应当准确、清晰地写明申请号。

TRADEMARK  
REEL: 005834 FRAME: 0476



PCNLM130300

## 中华人民共和国国家知识产权局

201206

上海市浦东新区新金桥路 1088 号 A 栋 2614 室  
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日：

2013 年 10 月 12 日



申请号或专利号：201330481974.2

发文序号：2013101200787940

## 专利 申 请 受 理 通 知 书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定，申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下：

申请号：201330481974.2

申请日：2013 年 10 月 12 日

申请人：思幕塑身有限公司

发明创造名称：健身车

经核实，国家知识产权局确认收到文件如下：

外观设计专利请求书 每份页数:3 页 文件份数:1 份

外观设计图片或照片 每份页数:4 页 文件份数:1 份

外观设计简要说明 每份页数:1 页 文件份数:1 份

提示：

1. 申请人收到专利申请受理通知书之后，认为其记载的内容与申请人所提交的相应内容不一致时，可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后，再向国家知识产权局办理各种手续时，均应当准确、清晰地写明申请号。

TRADEMARK  
REEL: 005834 FRAME: 0477

**ANNEX 2 TO SCHEDULE 2 – DOMAIN NAMES**

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
GETQUIETPUNCH.COM	.com	7/24/2015	Active	Public	Locked
GETSITNCYCLE.COM	.com	1/22/2015	Active	Public	Locked
SITANDCYCLE.COM	.com	7/18/2016	Active	Private	Locked
SITANDCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITANDCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLE.COM	.com	4/21/2015	Active	Public	Locked
SITNCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLESTEVE.COM	.com	3/18/2015	Active	Public	Locked
SITNCYCLETV.COM	.com	3/18/2015	Active	Public	Locked
SMOOTHXBIKE.COM	.com	12/13/2015	Active	Public	Locked
STOPOBESITYTODAY.COM	.com	7/25/2015	Active	Public	Locked
WOMENSFATBURNINGWORKOUTS.COM	.com	7/25/2015	Active	Public	Locked
WORKOUTBURNFAT.COM	.com	7/25/2015	Active	Public	Locked

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
BUYIHEATER.COM	.com	12/1/2014	Active	Private	Locked
IHEATERDEALER.COM	.com	12/16/2014	Active	Private	Locked
IHEATERDEALERS.COM	.com	12/16/2014	Active	Private	Locked
IHEATERMAPPOLICY.COM	.com	1/10/2015	Active	Private	Locked
IHEATERMAX.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMICRO.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMID.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMINI.COM	.com	12/10/2014	Active	Private	Locked
IHEATERONLINE.COM	.com	10/22/2015	Active	Private	Locked
IHEATERS.COM	.com	8/31/2015	Active	Private	Locked
OFFICIALIHEATER.CA	.ca	5/3/2016	Active	Public	Locked
OFFICIALIHEATER.COM	.com	12/27/2015	Active	Private	Locked
REALMINNOVATIONSLLC.COM	.com	4/13/2016	Active	Private	Locked
REGISTERMYIHEATER.COM	.com	6/22/2016	Active	Private	Locked
TOPTENIMPORTS.COM	.com	7/10/2016	Active	Private	Locked
WARMYOURWORLD.COM	.com	11/21/2014	Active	Private	Locked
WARMYOURWORLD.NET	.net	11/21/2014	Active	Private	Locked

**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARKS AND PATENTS**

This Termination and Release of Security Interest in Trademarks and Patents is effective as of November 19, 2014, by SIENA FUNDING LLC (the "Lender").

WHEREAS, a certain Patent and Trademark Security Agreement dated as of September 23, 2013, (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), was executed in favor of the Lender by and among Smooth Fitness, LLC, a Delaware limited liability company and iHeater, LLC, a Delaware limited liability company (collectively, the "Grantors") and Lender, pursuant to which the Grantors granted to Lender a security interest in certain of the Grantors' assets, including each of their Patents and Trademarks, as defined in the Intellectual Property Security Agreement, and as set forth in the Annex attached hereto; and

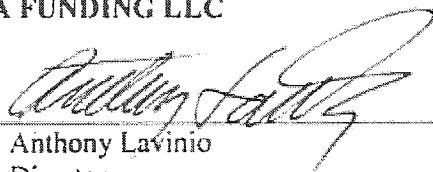
WHEREAS, the Intellectual Property Security Agreement was recorded (a) for Patents with the U.S. Patent and Trademark Office on November 18, 2013, at Reel 031664, Frame 0729 and (b) for Trademarks with the U.S. Patent and Trademark Office on November 18, 2013, at Reel 5155, Frame 0823.


NOW, THEREFORE, intending to be legally bound hereby, Lender hereby releases and terminates any and all rights, title and interests in and to the Patents and Trademarks, and hereby authorizes the Grantors, the Buyer and the Grantors' and the Buyer's authorized representatives to record this Termination and Release of Security Interest with the United States Patent and Trademark Office.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Lender duly executes this Termination and Release of Security Interest in Trademarks and Patents, which is effective as of the day and year first written above.

**SIENA FUNDING LLC**

By:   
\_\_\_\_\_  
Anthony Lavinio  
Director

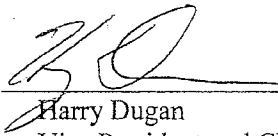
By:   
\_\_\_\_\_  
Steven Sanicola  
Director

Signature Page to Termination and Release of Security Interest in Trademarks and Patents

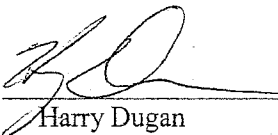
**CONSENT AND ACKNOWLEDGMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Borrowers hereby execute this Consent and Acknowledgment approve and consent to that certain Foreclosure and Sale Agreement dated as of November 19, 2014 (the "Agreement"), between SCN Products LLC, a Delaware limited liability company ("Buyer"), and Siena Funding LLC, a Delaware limited liability company ("Lender"), and the sale of the Subject Assets to Buyer under the terms and conditions set forth therein and irrevocably waive any and all of their rights in Subject Assets, pursuant to the UCC or otherwise. Each of the Borrowers acknowledges and agrees that the Agreement and the transactions described therein are commercially reasonable and that the Buyer is taking the Subject Assets free and clear of the Borrowers' right, title and interest in and to the Subject Assets and free and clear of all liens, encumbrances and security interests. Each of the Borrowers hereby waives (i) any right to notice of the sale or disposition of the Subject Assets required under Section 9-611 of the UCC or otherwise, and (ii) any right to redeem any of the Subject Assets. Each of the Borrowers further covenants and agrees to (i) surrender possession of the Subject Assets to Buyer at Closing under the terms and conditions of the Agreement and the other Transaction Documents and (ii) provide to Buyer after the Closing reasonable access to Borrowers' records, information and personnel regarding the Subject Assets which Buyer did not acquire pursuant to the Agreement and the other Transaction Documents. From time to time, at the reasonable request of Buyer, each of the Borrowers shall execute and deliver such further instruments and take such further actions at the expense of Buyer, as Buyer may reasonably deem necessary or desirable in order to assure that the transfers, purposes and objectives of the Agreement and other Transaction Documents are fully accomplished. Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Agreement.

**SMOOTH FITNESS, LLC**

By:   
\_\_\_\_\_  
Harry Dugan  
Vice President and Chief Financial Officer

**IHEATER, LLC**

By:   
\_\_\_\_\_  
Harry Dugan  
Vice President and Chief Financial Officer

Signature Page to Consent and Acknowledgment