

MIRD 10.25.99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-27-1999



101183967

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/26/1999 DNGUYEN 00000300 75497495

01 FC:481
02 FC:482
03 FC:998

40.00 OP
25.00 OP
15.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/497,495"/>	<input type="text" value="75/148,344"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark A. Kassel
Name of Person Signing


Signature

October 19, 1999
Date Signed

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") made as of the 30th day of June, 1999, by EPIX, INC., a Wisconsin corporation d/b/a VISION FITNESS ("Assignor"), in favor of ASSOCIATED BANK SOUTH CENTRAL, a Wisconsin state bank ("Assignee");

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain Revolving Line of Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") and other related loan documents of even date herewith including a general security agreement (collectively, with the Credit Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for the Assignee, from time to time, to extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets including, without limitation, its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Assignee, and hereby affirms its prior grant pursuant to the Financing Agreements of, a continuing lien and security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith including, without limitation, the trademarks and applications listed on **Schedule A** attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the

"Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

Until the occurrence and continuance of an Event of Default, Assignee hereby acknowledges Assignor's exclusive right to use the Trademarks for the Assignor's own benefit and account, to grant licenses and sublicenses with respect to the Trademarks and to generally deal in the ordinary course of Assignor's business with the Trademarks. The foregoing grant of authority shall not permit the Assignor to take any actions prohibited hereunder.

3. Restrictions on Future Agreements. Assignor agrees that until Assignor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Assignor shall not, without the prior written consent of Assignee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Assignor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of Assignor's obligations under the Financing Agreements and the termination of the Financing Agreements. Assignor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Assignee of all Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Assignee to Assignor.

5. Title and Product Quality. Assignor shall take all action, under both statutory and common law, which may be necessary to perfect title to the Trademarks, to maintain and/or defend the Trademarks, and/or to obtain the registrations of the Trademarks applied for, including, without limitation, the defense of any of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to the Trademarks, and/or prosecuting with diligence applications for registration of the Trademarks before the U.S. Patent and Trademark Officer. Assignor further agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Assignee, upon Assignee's request from time to time, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. The Assignor shall not, without the consent of the Assignee, permit the Trademarks to lapse or otherwise abandon the Trademarks. Upon the occurrence of an Event of Default, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks.

6. Release of Assignment. This Assignment is made for collateral purposes only. Upon payment in full of Assignor's Obligations and termination of the Financing

Agreements, Assignee shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements and reconvey to Assignor all rights in the Trademarks granted hereunder.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Assignor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Assignor and shall be charged against the Obligations.

8. Assignee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 8.

9. Waivers. No course of dealing between Assignor or Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

11. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

12. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse

Assignor's name on all applications, documents, papers and instruments necessary or desirable for Assignee in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Assignee deems to be in the best interest of Assignee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Assignor's Obligations shall have been paid in full and the Financing Agreements have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Wisconsin.

13. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors, nominees and assigns.

14. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

15. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

16. Further Assurances. Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

17. Survival of Representations. All representations and warranties of Assignor contained in this Assignment shall survive the execution and delivery of this Assignment and shall be remade on the date of each borrowing under the Financing Agreements.

TRADEMARK REGISTRATION

Running Man Design
App. No. 75/497,495

TRADEMARK APPLICATIONS

~~Horizon Fitness~~
~~App. No. xxx75/629,756~~

~~Style Fitness & S Design~~
~~App. No. xxx75/677,808~~

~~Velometer~~
~~App. No. xxx75/613,128~~

Vision Fitness
App. No. 75/148,344

SCHEDULE A

(to Assignment of Security Interest in Trademarks)

003.173111

RECORDED: 10/25/1999

TRADEMARK
REEL: 001979 FRAME: 0920