

12-03-2001



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

101905246

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ICON IP, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 10/31/01

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
Internal as agent

Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,966,136

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle K. Matthes

Internal Address: Sears Tower, Suite 5800

Latham & Watkins

Street Address: _____

233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Michelle K. Matthes
 Name of Person Signing

Signature

11/30/01

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

12/04/2001 6TON11 00000011 1966136

01 FC:481

40.00 00

TRADEMARK
REEL: 002401 FRAME: 0096

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2001, by ICON IP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 24, 1999 by and among ICON Health & Fitness, Inc., a Delaware corporation ("Borrower"), the Persons named therein as Credit Parties, Agent, Syndication Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of June 29, 2001 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent a Trademark Security Agreement dated as of June 29, 2001 and Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Supplemental Trademark Security Agreement;

WHEREAS, Grantor is a wholly-owned subsidiary of Borrower and as such will derive direct and indirect economic benefits from the Loans and other financial accommodations provided by Lenders to Borrower under the Credit Agreement; and

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ICON IP, INC.

By: [Signature]
Name: Brad H. Bearnson
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

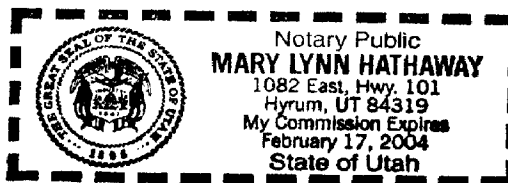
STATE OF UTAH)
COUNTY OF Cache) ss.

On this 31st day of October, 2001 before me personally appeared Brad H. Bearnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ICON IP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary Lynn Hathaway
Notary Public

{seal}

S-1



SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Issued U.S. Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WEIDERCARE	1,966,136	04/09/1996

Issued Foreign Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Algeria	IMAGE	052,740	05/10/1997
Andorra	PROFORM	3607	
Andorra	PRO FORM	7605	10/16/1997
Andorra	WESLO	3609	
Argentina	AEROBICRIDE	1,641,901	08/20/1997
Australia	DESIGN ONLY	659,287	04/21/1995
Australia	LEGEND	634,739	07/13/1994
Australia	PROFORM	B445,125	05/09/1986
Australia	SPACE SAVER	819,126	01/04/2000
Austria	LEGEND	162,422	02/09/1996
Austria	LIFE STYLER	164,173	05/14/1996
Austria	NORDICTRACK	188,367	05/10/2000
Austria	PROFORM	172,457	11/10/1997
Austria	PURSUIT	166,620	10/08/1996
Austria	SPORTRIDER	170,642	07/16/1997
Azerbaijan	PRO FORM	990,988	09/22/1999
Benelux	DESIGN ONLY	588,487	12/07/1995
Benelux	LIFE STYLER	565,922	01/26/1995
Bolivia	NORDICTRACK	81467-c	09/04/2000
Bolivia	PROFORM	71743-C	03/19/1999
Bolivia	WESLO	71953-C	03/17/1999
Canada	CARDIOGLIDE	489,102	02/02/1998
CTM	AB WORKS	456,889	03/01/1999
CTM	E.A.R.N.	1,189,851	08/28/2000
Czech Republic	NORDICTRACK	233,980	02/10/2001
Czech Republic	IMAGE	228,997	01/16/1997
Czech Republic	PRO FORM	216,156	03/29/1999

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Czech Republic	WESLO	216,153	03/29/1999
Denmark	CADENCE	08362/95	12/08/1995
Denmark	LIFE STYLER	0381/1996	01/19/1996
Denmark	PRO FORM	1170/95	02/17/1995
Denmark	STICK FIGURE	0746/1996	02/02/1996
Denmark	WESLO	VR 460 1995	01/20/1995
Ecuador	NORDICTRACK	I-1576-00	03/20/2000
Ecuador	PROFORM	4449-98	09/18/1998
El Salvador	NORDICTRACK	00164	01/10/2001
France	PURSUIT	96633126	07/05/1996
Honduras	PROFORM	70266	12/16/1997
Hong Kong	CADENCE	11992/1997	11/06/1996
Hong Kong	JUMPKING	B6192/1998	11/06/1996
Korea	HEALTHRIDER & Design	355,216	01/29/1997
Mexico	IMAGE	476,378	10/07/1994
Mexico	JUMPKING	500,723	08/09/1985
Mexico	LEGEND SPORTING	511,736	07/17/1995
Mexico	NORDICTRACK	504,377	09/19/1995
Mexico	NORDICTRACK	509,201	10/31/1995
Mexico	NORDICTRACK	509,202	10/31/1995
Mexico	NORDICTRACK	528,287	08/14/1996
Mexico	PROFORM	488,677	04/24/1995
Mexico	SPORTRIDER	551,112	06/25/1997
Mexico	WESLO	492,775	04/07/1995
Morocco	CADENCE	62.740	05/16/1997
New Zealand	HEALTHRIDER	277,402	05/29/1997
New Zealand	NORDICTRACK	304,551	02/01/1999
Philippines	NORDICTRACK	4-1996-108913	10/08/2000
Russia	NORDICTRACK	190,362	03/11/1999
Russia	DESIGN ONLY	150,093	12/07/1995
Spain	HAL-RYDER	574,365m	11/18/1968
Spain	HEALTHRIDER	2,202,379	12/15/1998
Spain	JUMPKING	2211637	07/05/1999
Spain	LIFE STYLER	1,946,339	02/08/1995
Spain	PRO FORM	1,712,086	04/05/1994
Spain	PRO FORM SPORT & Design	635,640	03/20/1995
Spain	SPORTRIDER	1988208	04/03/1996
Spain	WESLO 3000 FITNESS	2,038,676	08/20/1997
Spain	WESLOHOME	2,010,727	04/07/1997

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Sweden	WESLO	265,374	03/24/1995
Switzerland	CARDIOGLIDE	444,596	02/17/1997
Switzerland	IMAGE	423.999	07/12/1994
Switzerland	LEGEND	423.998	07/12/1994
Switzerland	LIFE STYLER	425,482	01/23/1995
Tangiers	CADENCE	12.023	05/12/1997
Thailand	NORDICTRACK	Tm107948	04/30/1999
UK	CROSS WALK	2,007,871	01/17/1995
UK	PURSUIT	2,042,707	10/27/1995
Venezuela	CARDIO	P-206376	07/31/1997
Venezuela	HEALTHRIDER	P-206900	07/31/1998

Pending Foreign Trademark Applications

Country	Mark	App. No.	Filing Date
Argentina	PROFORM	Pending	
Argentina	WESLO	Pending	
Azerbaijan	CADENCE	Pending	
Benelux	CARDIO	Pending	
Brazil	PROFORM	818413336	04/18/1995
Canada	SPACE SAVER	1,108,157	06/28/2001
Denmark	LEGEND	4902/94	07/13/1994
Finland	CARDIO	Pending	
Ireland	CROSS WALK	Pending	
Ireland	CARDIO	Pending	
New Zealand	CARDIO	Pending	
Nicaragua	NORDICTRACK	Pending	
Nigeria	NORDICTRACK	Pending	02/25/1999
Russia	IMAGE	Pending	
Switzerland	CARDIO	Pending	
Tangiers	NORDICTRACK	Pending	

Unregistered Trademarks

All other unregistered marks used by ICON IP, INC. on or in connection with goods and/or services manufactured, marketed, distributed or sold by ICON IP, INC. to indicate ICON IP, INC. as the source or origin of such goods