

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guthy-Renker Corporation		02/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Union Bank of California, N.A.		
Street Address:	18300 Von Karman Ave., Suite 310		
Internal Address:	Attn: Guthy-Renker Acct Officer		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3006763	SUPREME PILATES	
Registration Number:	2852460	YOUTHFUL ESSENCE BY SUSAN LUCCI	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0A22-128099		
NAME OF SUBMITTER:	Julie Cravitz		

CH \$65.00 3006763

Signature:	/julie cravitz/
Date:	02/21/2007
Total Attachments: 4 source=GRC ack trademarks#page1.tif source=GRC ack trademarks#page2.tif source=GRC ack trademarks#page3.tif source=GRC ack trademarks#page4.tif	

**ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS**

WHEREAS, Guthy-Renker Corporation, a Delaware corporation ("Borrower") with its principal place of business at 41-550 Eclectic, Suite 200, Palm Desert, California 92260, has adopted, used and is the owner of certain trademarks and the applications and/or registrations therefore in the United States Patent and Trademark Office (collectively "Registered and Applied-for Trademarks"), as listed on Schedule I attached hereto,

WHEREAS, Union Bank of California, N.A. ("Secured Party"), has a principal business address of 18300 Von Karman Ave., Suite 310, Irvine, California 92612,

WHEREAS, pursuant to that certain Amended and Restated Revolving/Term Loan Agreement dated as of February 9, 2007, entered into among Borrower, the lenders from time to time who are parties thereto (collectively, the "Lenders"), and Secured Party as the Administrative Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to provide Borrower with certain credit facilities. Pursuant to that certain Security Agreement and Trademark Security Agreement each dated October 20, 2004, entered into between Borrower and Secured Party (as such agreements may from time to time be amended, extended, renewed, supplemented or otherwise modified), Borrower granted Secured Party a security interest in, among other things, all general intangibles to secure the prompt payment, performance and observance of the obligations under the Loan Agreement and related Loan Documents (as defined in the Loan Agreement),

WHEREAS, the aforementioned security interest in all general intangibles included all right, title and interest in the above-identified Registered and Applied-for Trademarks together with the good will of the business symbolized by them and all common law rights in them; said security interest also included all proceeds related to the Registered and Applied-for Trademarks including but not limited to any and all causes of action past, present or future which may exist by reason of infringement thereof, and

WHEREAS, Borrower and Secured Party desire to have a recordable document evidencing such security interest;

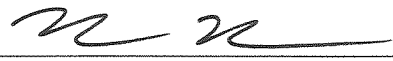
NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby confirms that it previously granted to Secured Party a security interest in the above-identified Registered and Applied-for Trademarks and other intellectual property.

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Acknowledgement of Security Interest on the date indicated below.

Date: February 9, 2007

GUTHY-RENKER CORPORATION
"Borrower"

By:



Kevin Knee
Executive Vice President,
Financial Operations

UNION BANK OF CALIFORNIA, N.A.
"Secured Party"

By:

Gregory Dubnansky
Vice President

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Acknowledgement of Security Interest on the date indicated below.

Date: February 9, 2007

GUTHY-RENKER CORPORATION
"Borrower"

By:

Kevin Knee
Executive Vice President,
Financial Operations

UNION BANK OF CALIFORNIA, N.A.
"Secured Party"

By:



Gregory Dubnansky
Vice President

SCHEDULE I

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Trademark/ Service Mark</u>	<u>Serial No./ File Date</u>	<u>Registration No./ Registration Date</u>
Supreme Pilates	78/497,202 10/08/2004	3,006,763 10/11/2005
Youthful Essence by Susan Lucci and design	76/370,239 02/12/2002	2,852,460 06/15/2004