

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
ICON HEALTH & FITNESS, INC.		09/29/2011	CORPORATION: DELAWARE
HF HOLDINGS, INC.		09/29/2011	CORPORATION: DELAWARE
ICON INTERNATIONAL HOLDINGS, INC.		09/29/2011	CORPORATION: DELAWARE
UNIVERSAL TECHNICAL SERVICES		09/29/2011	CORPORATION: UTAH
FREE MOTION FITNESS, INC.		09/29/2011	CORPORATION: UTAH
ICON IP, INC.		09/29/2011	CORPORATION: DELAWARE
510152 N.B. LTD		09/29/2011	CORPORATION: NEW BRUNSWICK
ICON DU CANADA INC.		09/29/2011	CORPORATION: QUEBEC
ICON - ALTRA LLC		09/29/2011	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	225 Franklin Street, 2nd Floor		
Internal Address:	Mail Code: MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85160651	RIP60	
Serial Number:	85161287	RIP60	
Serial Number:	85161257	RIP60	
Serial Number:	85161520	RIP60	

OP \$290.00 85160651

900204150

TRADEMARK
 REEL: 004638 FRAME: 0572

Serial Number:	85194310	RIP:60
Serial Number:	85194333	RIP:60
Serial Number:	85361148	MYFIT
Serial Number:	85324332	ROTATION
Serial Number:	85364658	REAL ROAD
Serial Number:	85364678	REAL ROAD
Serial Number:	85369448	MC2

CORRESPONDENCE DATA

Fax Number: (617)341-7701

Phone: 617-341-7732

Email: mary.hurley@morganlewis.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Mary F Hurley

Address Line 1: 225 Franklin Street

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	102507-01-0034/ICON
NAME OF SUBMITTER:	Mary F Hurley
Signature:	/Mary F Hurley/
Date:	10/07/2011

Total Attachments: 53

source=TrademarkSecurityAgreement#page1.tif
source=TrademarkSecurityAgreement#page2.tif
source=TrademarkSecurityAgreement#page3.tif
source=TrademarkSecurityAgreement#page4.tif
source=TrademarkSecurityAgreement#page5.tif
source=TrademarkSecurityAgreement#page6.tif
source=TrademarkSecurityAgreement#page7.tif
source=TrademarkSecurityAgreement#page8.tif
source=TrademarkSecurityAgreement#page9.tif
source=TrademarkSecurityAgreement#page10.tif
source=TrademarkSecurityAgreement#page11.tif
source=TrademarkSecurityAgreement#page12.tif
source=TrademarkSecurityAgreement#page13.tif
source=TrademarkSecurityAgreement#page14.tif
source=TrademarkSecurityAgreement#page15.tif
source=TrademarkSecurityAgreement#page16.tif
source=TrademarkSecurityAgreement#page17.tif
source=TrademarkSecurityAgreement#page18.tif
source=TrademarkSecurityAgreement#page19.tif
source=TrademarkSecurityAgreement#page20.tif

source=TrademarkSecurityAgreement#page21.tif
source=TrademarkSecurityAgreement#page22.tif
source=TrademarkSecurityAgreement#page23.tif
source=TrademarkSecurityAgreement#page24.tif
source=TrademarkSecurityAgreement#page25.tif
source=TrademarkSecurityAgreement#page26.tif
source=TrademarkSecurityAgreement#page27.tif
source=TrademarkSecurityAgreement#page28.tif
source=TrademarkSecurityAgreement#page29.tif
source=TrademarkSecurityAgreement#page30.tif
source=TrademarkSecurityAgreement#page31.tif
source=TrademarkSecurityAgreement#page32.tif
source=TrademarkSecurityAgreement#page33.tif
source=TrademarkSecurityAgreement#page34.tif
source=TrademarkSecurityAgreement#page35.tif
source=TrademarkSecurityAgreement#page36.tif
source=TrademarkSecurityAgreement#page37.tif
source=TrademarkSecurityAgreement#page38.tif
source=TrademarkSecurityAgreement#page39.tif
source=TrademarkSecurityAgreement#page40.tif
source=TrademarkSecurityAgreement#page41.tif
source=TrademarkSecurityAgreement#page42.tif
source=TrademarkSecurityAgreement#page43.tif
source=TrademarkSecurityAgreement#page44.tif
source=TrademarkSecurityAgreement#page45.tif
source=TrademarkSecurityAgreement#page46.tif
source=TrademarkSecurityAgreement#page47.tif
source=TrademarkSecurityAgreement#page48.tif
source=TrademarkSecurityAgreement#page49.tif
source=TrademarkSecurityAgreement#page50.tif
source=TrademarkSecurityAgreement#page51.tif
source=TrademarkSecurityAgreement#page52.tif
source=TrademarkSecurityAgreement#page53.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 29, 2011 (this “Trademark Agreement”), by and among **ICON HEALTH & FITNESS, INC.**, a Delaware corporation (the “Borrower”), **HF HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **ICON INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation (“International”), **UNIVERSAL TECHNICAL SERVICES**, a Utah corporation (“Universal”), **FREE MOTION FITNESS, INC.**, a Utah corporation (“Free Motion”), **ICON IP, INC.**, a Delaware corporation (“ICON IP”), **510152 N.B. LTD.**, a corporation organized under the laws of the province of New Brunswick (“ICON New Brunswick”), **ICON DU CANADA INC.**, a corporation organized under the laws of the province of Quebec (“ICON du Canada”), **ICON – ALTRA LLC**, a Utah limited liability company (“ICON Altra”) and each “Additional Grantor” as described in Section 22 below (each Additional Grantor, together with Borrower, Holdings, International, Universal, Free Motion, ICON IP, ICON New Brunswick, ICON du Canada and ICON Altra collectively, the “Grantors”), and **BANK OF AMERICA, N.A.**, as administrative agent (hereinafter, in such capacity, the “Administrative Agent”) for itself and other lending institutions (collectively, the “Lenders”) which are, or may in the future become, parties to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, modified or supplemented and in effect from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties party thereto, the Lenders, the Administrative Agent and Bank of America, N.A., as Swing Line Lender and L/C Issuer.

WHEREAS, the Grantors are Affiliates of the Borrower and the Grantors will derive direct and indirect benefits from the making of the Loans and other extensions of credit to the Borrower pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Grantors execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a trademark security agreement in substantially the form hereof;

WHEREAS, each Grantor has executed and delivered to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, the Security Agreement, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a security interest in certain of each Grantors’ personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A-1 attached hereto, all to secure the payment and performance of the Obligations (or, in the case of ICON du Canada, its guaranty pursuant to the ICON du Canada Guaranty of the performance and payment in full in cash of all of the Obligations of ICON New Brunswick); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in (i) the Security Agreement and (ii) that certain Trademark Security Agreement dated as of the Closing Date (as amended, amended and restated, modified or supplemented and in effect from time to time, the “Closing Date Trademark Agreement”) among the Grantors and the Administrative Agent.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the Use thereof.

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing. For the avoidance of doubt, the Pledged Trademarks shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

PTO. The United States Patent and Trademark Office and any successor agency.

Related Assets. All assets, rights and interests of the each Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of each Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of each Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or

bring opposition or cancellation proceedings in the name of each Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Grantor, that (i) are set forth on Exhibit A-1 and Exhibit A-2 hereto, or (ii) have been adopted, acquired, owned, held or used by each Grantor or are now owned, held or used by each Grantor, in each Grantor's business, or with such Grantor's products and services, or in which such Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Grantor in such Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of the Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1 Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations (or, in the case of ICON du Canada, its guaranty pursuant to the ICON du Canada Guaranty of the performance and payment in full in cash of all of the Obligations of ICON New Brunswick), each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Annex A hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Trademark Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or

enforceability of any registration that issues from such intent-to-use application under applicable federal law.

2.2 Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement, and applicable law (including the transfer or other disposition of the Collateral by such Grantor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3 Supplemental to Security Agreement. Pursuant to the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, collateral assignment, pledge and mortgage of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that:

(a) Exhibit A-1 sets forth a true and complete list of all Trademark Registrations now owned or controlled by such Grantor and Exhibit A-2 sets forth a true and complete list of all material Trademark Registrations owned by Persons that are not Credit Parties but which are licensed, controlled or used by such Grantor;

(b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations;

(c) to the best of such Grantor's knowledge, each of its Trademarks and Trademark Registrations is valid and enforceable;

(d) Except as set forth on Exhibit B hereto, to the best of such Grantor's knowledge, there is no infringement by others of its Trademarks, Trademark Registrations or Trademark Rights;

(e) Except as set forth on Exhibit D hereto, no claim has been made that the Use of any of its Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others;

(f) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that each Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third Persons, except as set forth on Exhibit C, other than the security interest and assignment created by the Security Agreement and other than Permitted Liens;

(g) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms;

(h) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademark Registrations set forth on Exhibit A-1 and Exhibit A-2;

(i) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks;

(j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected security interest in the Pledged Trademarks (other than Pledged Trademarks arising under non-U.S. law) upon making the filings referred to in clause (k) of this Section 3 prior to all Liens other than Permitted Senior Liens ;

(k) except for the filing of financing statements with the applicable Secretaries of State under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO or any similar office or agency of any foreign country, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of

this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder; and

(l) such Grantor shall keep and maintain at its own cost and expense reasonably satisfactory and complete books and records of the Pledged Trademarks, and each Grantor shall permit the Administrative Agent and each other Secured Party and their respective representatives to review such books and records subject (except when an Event of Default exists) to reasonable notice and during normal business hours at the location where such books and records are kept and shall otherwise comply with Section 6.16 of the Credit Agreement.

4. INSPECTION RIGHTS.

Each Grantor hereby grants to each of the Administrative Agent and the other Secured Parties and its employees and agents the right to visit such Grantor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto in accordance with the terms agreed to in the Credit Agreement,

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of such Grantor's business consistent with its past practices, each Grantor will not (i) mortgage, pledge, assign, encumber, grant a Lien on, transfer, dispose, sell, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1 After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor shall provide to the Administrative Agent notice thereof in writing on a quarterly basis, concurrently with the delivery of each Compliance Certificate, and in accordance with the terms agreed to in the Credit Agreement, and file with the PTO a trademark security agreement with respect to such new Trademark Registrations substantially in the form of this Trademark Agreement, in substance reasonably satisfactory to the Administrative Agent, and execute and deliver all other documents, instruments and information (including serial numbers, application numbers, application dates, registration dates) as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2 Amendment to Exhibit. Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Exhibit A-1 and Exhibit A-2 hereto and the Exhibit I to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 so long as such is not

inconsistent with any of such future Trademarks, Trademark Registrations or Trademark Rights that the Grantor provides notice of to the Administrative Agent.

7. TRADEMARK PROSECUTION.

7.1 Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the other Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any other Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

7.2 Grantor's Duties, etc. Each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of its respective Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in its respective Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors on a joint and several basis. No Grantor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, unless such abandonment is made by the Grantor in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.

7.3 Grantor's Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations, the Trademark Rights, the Trademark License Rights and any other rights pertaining to the Pledged Trademarks against any third party infringing or potentially infringing any of the rights thereof. Further, each Grantor shall have the right to recover and retain all settlement proceeds, damages, royalties and consideration for past, current and future infringement by any such third party as well as retaining any royalties received from any licensing arrangements resulting therefrom. Each Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any other Secured Party to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the other Secured Parties for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent pursuant to this Section 7.3.

7.4 Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including, but not limited to institution and maintenance of suits, proceedings or actions) as, in such Grantor's reasonable business judgment, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce all Pledged Trademarks, except as provided in Section 6.05 of the Credit Agreement. No Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, except where the failure to take or not take such action or permit such action to be taken or not taken by others would not reasonably be expected to have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.

7.5 Notification by Grantor. On a quarterly basis, concurrently with the delivery of each Compliance Certificate, each Grantor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Grantor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Grantor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the other Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full in cash and the cancellation and termination of all other obligations of the Secured Parties under the Loan Documents and with respect to the Bank Product Obligations, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors on a joint and several basis, take reasonable actions to execute and deliver to such Grantor all deeds, assignments and other instruments as may be necessary or proper to

release the security interest in and to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by such Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement 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.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors on a joint and several basis.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate in accordance with the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY OTHER SECURED PARTY ASSUMES ANY LIABILITIES OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE BORNE BY THE GRANTORS ON A JOINT AND SEVERAL BASIS. THE GRANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE

ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be delivered in writing as set forth in Section 10.02 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent and the Grantors, except as provided in Section 6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)). EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH GRANTOR HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY CREDIT PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

20. WAIVER OF JURY TRIAL.

EACH GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Except as prohibited by law, each Grantor hereby waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the other Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

22. ADDITIONAL GRANTORS.

Subsidiaries of the Grantors or other Persons (each such Person, an “Additional Grantor”) may hereafter become parties to this Trademark Agreement by executing a counterpart hereof or a joinder agreement, in each case in form and substance satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Trademark Agreement as of the Closing Date, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.

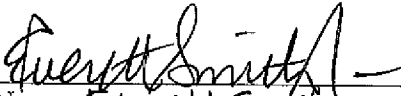
23. INTERCREDITOR AGREEMENT.

Reference is made to the Intercreditor Agreement. Notwithstanding any other provision contained herein, this Trademark Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Trademark Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.


ICON HEALTH & FITNESS, INC.

By: 
Name: Everett Smith
Title: Secretary


FREE MOTION FITNESS, INC.

By: 
Name: Everett Smith
Title: Secretary


HF HOLDINGS, INC.

By: 
Name: Everett Smith
Title: Secretary

ICON INTERNATIONAL HOLDINGS, INC.

By: 
Name: Everett Smith
Title: Secretary

ICON IP, INC.

By: 
Name: Everett Smith
Title: Secretary

UNIVERSAL TECHNICAL SERVICES

By: Everett Smith
Name: Everett Smith
Title: Secretary

510152 N.B. LTD.

By: Everett Smith
Name: Everett Smith
Title: Secretary

ICON DU CANADA INC.


By: Everett Smith
Name: Everett Smith
Title: Secretary

ICON-ALTRA LLC

By: Everett Smith
Name: Everett Smith

By: Manager and Sole Member:
ICON HEALTH & FITNESS, INC.
Its: Secretary

BANK OF AMERICA, N.A., as
Administrative Agent

By: 
Name: Christopher Godfrey
Title: Senior Vice President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 004638 FRAME: 0591

EXHIBIT A-1

Owned Trademark Registrations

Please see attached.

Country	Trademark	Application No.	Filing Date	International Class Description	Registration No.	Registration Date	Owner	Security Interests	Unreleased GE Security Interest	Prior Owner Granting Security Interest	Unreleased Bankers Trust Security Interest
Issued US											
US	ACTIVATOR	77431073	3/25/2008	Class 28	3,558,890	1/6/2009	Icon Health & Fitness, Inc.				
US	AUTOINCLINE	74/122373	12/10/1990	Class 28	1659278	10/1/1991	Icon IP Inc.				
US	CABLE CROSS	78/290,374	8/21/2003	Class 28	2,929,820	3/1/2005	Icon IP Inc.				
US	CADENCE	73/781,397	2/16/1989	Class 28	1,588,004	3/20/1990	Icon IP Inc.				

US	CARDIO GLIDE	74/615890	12/15/1994	Class 28	193,730	11/21/1995	Icon IP Inc.				
US	CARDIO TRAINER	74/700222	7/11/1995	Class 28	207,948	6/10/1997	Icon IP Inc.				
US	CROSS BOW	78/275,997	7/18/2003	Class 28	2,946,735	5/3/2005	Icon IP Inc.				
US	CROSS WALK	74/328649	11/4/1992	Class 28	1,777,995	6/22/1993	Icon IP Inc.				
US	CROSSBAR	78/275,216	7/16/2003	Class 28	2,961,089	6/7/2005	Icon IP Inc.				
US	CROSSBAR BY WEIDER	78/275,221	7/16/2003	Class 28	2,938,903	4/5/2005	Icon IP Inc.				
US	CUSHION DECK	74/168,537	5/17/1991	Class 28	1,683,076	4/14/1992	Icon IP Inc.				
US	DESIGN (Standing Stick Figure)	74/399,369	6/2/1993	Class 28	1,974,468	5/21/1996	Icon IP Inc.				
US	EPIC STRENGTH	78/246,355	5/6/2003	Class 28	2,940,801	4/12/2005	Icon IP Inc.				
US	EPIC STRENGTH & DESIGN	78/246,362	5/6/2003	Class 28	2,961,998	6/14/2005	Icon IP Inc.				
US	FIT ELEMENTS	78/652,460	6/16/2005	Class 28	3,303,763	10/2/2007	Icon IP Inc.				
US	FREE MOTION	77/546479	8/15/2008	Class 10, 28	3,796,515	6/1/2010	Icon IP Inc.				

US	HEALTHRIDER	74/158,066	4/17/1991	Class 28	1,709,407	8/18/1992	Icon IP Inc.				
US	HEALTH-RUNR	75/400,679	12/5/1997	Class 9	2,628,490	10/1/2002	Icon IP Inc.				
US	IFIT	75/658662	2/11/1999	Class 28, 41	2618509	9/10/2002	Icon IP Inc.				
US	ICON	74/686,600	6/8/1995	Class 28	2164953	6/16/1998	Icon IP Inc.				
US	IFIT.COM	75/757235	7/21/1999	Class 42	2466474	7/3/2001	Icon IP Inc.				
US	IMAGE	74/087,953	8/14/1990	Class 28	1,930,107	10/24/1995	Icon IP Inc.				
US	M FREEMOTION	78/281,727	7/31/2003	Class 10, 28	2,940,871	4/12/2005	Icon IP Inc.				
US	M Logo	78/246,328	5/6/2003	Class 28	2,961,997	6/14/2005	Icon IP Inc.				
US	N Logo	76/083063	7/5/2000	Class 28	2,566,757	5/7/2002	Icon IP Inc.				
US	N Logo	78/275,242	7/16/2003	Class 25	3,030,119	12/13/2005	Icon IP Inc.				

US	NORDICTRACK	73/688640	10/8/1987	Class 28	1488669	5/17/1988	Icon IP Inc.				
US	NORDICTRACK	76/068357	6/12/2000	Class 28	2482096	8/28/2001	Icon Health & Fitness, Inc.				
US	NORDICTRACK	75/487566	5/19/1998	Class 28	2652123	11/19/2002	Icon Health & Fitness, Inc.				
US	NORDICTRACK	78/246063	5/6/2003	Class 5	2,915,224	12/28/2004	Icon IP Inc.				
US	ONE TOUCH	78760605	11/23/2005	Class 28	3262981	7/10/2007	Icon Health & Fitness, Inc.				
US	PERSONAL TRAINER	74/363,149	2/22/1993	Class 42	2,093,932	9/9/1997	Icon IP Inc.				
US	POWER INCLINE	75/218,462	12/26/1996	Class 28	2128780	1/13/1998	Icon IP Inc.				

US	PROFORM	73/440886	8/25/1983	Class 28 -	1,346,441	7/2/1985	Icon Health & Fitness, Inc.				
US	PROFORM	73/517,585	1/14/1985	Class 25	1,525,754	2/21/1989	Icon Health & Fitness, Inc.				
US	PROFORM	74/239,191	1/21/1992	Class 28	1,718,385	9/22/1992	Icon Health & Fitness, Inc.				
US	PROFORM (Stylized)	78/199,571	1/2/2003	Class 25	2,944,885	4/26/2005	Icon Health & Fitness, Inc.				

US	QUICK SPEED	78/760,616	11/23/2005	Class 28	3262982	7/10/2007	Icon IP Inc.				
US	SPACE SAVER	76/113,736	6/28/2000	Class 28	2,482,304	8/28/2001	Icon IP Inc.				
US	WESLO	73/626,687	10/24/1986	Class 28	1465620	11/17/1987	Icon IP Inc.				
Pending US											
US	NORDICTRACK	78/197,857	12/26/2002	Class 25			Icon IP Inc.				
US	NORDICTRACK	78/246,177	5/6/2003	Class 9			Icon IP Inc.				
US	N	78/275246	7/16/2003	Class 25			Icon IP Inc.				
	NORDICTRACK										
US	EPIC	78/652,456	6/16/2005	Class 28			Icon IP Inc.				
US	X-Factor	77/813101	8/26/2009	Class 28			Icon Health & Fitness, Inc.				
US	rip60	85160651	10/25/2010	Class 9			Icon IP Inc.				
US	rip60	85161287	10/26/2010	Class 28			Icon IP Inc.				
US	rip60	85161257	10/26/2010	Class 25			Icon IP Inc.				
US	rip60	85161520	10/26/2010	Class 41			Icon IP Inc.				
US	rip:60	85194310	12/9/2010	Class 9			Icon IP Inc.				
US	rip:60	85194333	12/9/2010	Class 28			Icon IP Inc.				
US	ALTRA	85044289	5/20/2010	Class 25			Icon-Altra LLC				
US	Zero Drop	77927618	2/4/2010	Class 25			Icon-Altra LLC				
US	MYFIT	85361148	5/30/2011	Class 28			Icon IP Inc.				
US	ROTATION	85324332	5/18/2011	Class 28			Icon IP Inc.				
US	Real Road	85364658	7/6/2011	Class 28			Icon IP Inc.				
US	Real Road	85364678	7/6/2011	Class 9			Icon IP Inc.				
US	MC2	85369448	7/12/2011	Class 41			Icon IP Inc.				
US	ALTRA	85044289	5/20/2010	Class 25			Icon IP Inc.				

Icon File No.	Country	Trademark	Application No	Filing Date	International Class Description	Registration No.	Registration Date		Security Interests	Unreleased GE Security Interest
T027 DZ	Algeria	CADENCE	97/0640	5/10/1997	Class 28	52741	5/10/1997	Icon IP Inc.		
T096 DZ	Algeria	CARDIO	97/0637	5/10/1997	Class 28	52738	5/10/1997	Icon IP Inc.		
T013 DZ	Algeria	CROSS WALK	97/0635	5/10/1997	Class 28	52736	5/10/1997	Icon IP Inc.		
T021 DZ	Algeria	HEALTHRIDER	97/0636	5/10/1997	Class 28	52737	5/10/1997	Icon IP Inc.		
T029 DZ	Algeria	IMAGE	97/0639	5/10/1997	Class 28	52740	5/10/1997	Icon IP Inc.		
T037 DZ	Algeria	PROFORM	97/0632	5/10/1997	Class 28	52735	5/10/1997	Icon IP Inc.		
T047 DZ	Algeria	WESLO	97/0638	5/10/1997	Class 28	52739	5/10/1997	Icon IP Inc.		
T027 AD	Andorra	CADENCE	7599	10/16/1997	Class 28	17845	10/17/1997	Icon IP Inc.		
T096 AD	Andorra	CARDIO	8519	12/3/1997	Class 28	17853	12/3/1997	Icon IP Inc.		
T013 AD	Andorra	CROSS WALK	7601	10/16/1997	Class 28	17846	10/16/1997	Icon IP Inc.		
T021 AD	Andorra	HEALTHRIDER	7602	10/16/1997	Class 28	17847	10/16/1997	Icon IP Inc.		
T029 AD	Andorra	IMAGE	7604	10/16/1997	Class 28	17849	10/16/1997	Icon IP Inc.		
T037 AD	Andorra	PROFORM	7605	10/16/1997	Class 28	17850	10/16/1997	Icon IP Inc.		
T037 AD.1	Andorra	PROFORM	3607		Class 28	17851	2/12/1997	Icon IP Inc.		
T047 AD	Andorra	WESLO	7603	10/16/1997	Class 28	17848	10/16/1997	Icon IP Inc.		
T047 AD.1	Andorra	WESLO	3609	2/12/1997	Class 28	17852	2/12/1997	Icon IP Inc.		
T027 AR	Argentina	CADENCE	2077062	4/10/1997	Class 28	1,676,369	7/24/1998	Icon IP Inc.		
T096 AR	Argentina	CARDIO	2077063	4/10/1997	Class 28	1,676,370	7/24/1998	Icon IP Inc.		
T013 AR	Argentina	CROSS WALK	2077064	4/10/1997	Class 28	1,676,371	7/24/1998	Icon IP Inc.		
T021 AR	Argentina	HEALTHRIDER	2,023,961	3/5/1996	Class 28	1,628,518	3/17/1997	Icon IP Inc.		
T029 AR	Argentina	IMAGE	2077061	4/10/1997	Class 28	1,782,525	3/24/2000	Icon Health & Fitness Inc.		
T048 AR	Argentina	NORDICTRACK	2,200,542	2/1/1999	Class 28	1,786,785	4/6/2000	Icon Health & Fitness Inc.		
T037 AR	Argentina	PROFORM	2483858		Class 28	1978249	4/20/2004	Icon IP Inc.		
T047 AR	Argentina	WESLO	2483859		Class 28	1978250	4/20/2004	Icon IP Inc.		
T053 US	AU	NORDICTRACK Logo (Man on ski simulator)	626,548	4/6/1994	Class 28	626548	4/6/1994	Icon Health & Fitness Inc.		
T001 AU	Australia	5 STAR DESIGN	983542	Filed: 12/31/2003	Class 3, 9, 16	983542	6/7/2004	Icon IP, Inc.		
T014 AU	Australia	CROSS BOW	984225	1/7/2004	Class 28	984225	7/20/2004	Icon IP, Inc.		
T003 AU	Australia	CROSS TRAINER	649,185	12/22/1994	Class 28	649,185	12/22/1994	Icon IP, Inc.		
T013 AU	Australia	CROSS WALK	651,351	1/24/1995	Class 28	651,351	1/24/1995	Icon IP, Inc.		
T005 AU	Australia	CROSSBAR	984,226	1/7/2004	Class 28	984,226	7/7/2004	Icon IP, Inc.		
T015 AU	Australia	DESIGN (new)	658,923	4/19/1995	Class 28	658,923	4/19/1995	Icon IP, Inc.		
T016 AU	Australia	DESIGN (old)	659,287	4/21/1995	Class 28	659,287	4/21/1995	Icon IP, Inc.		
	AUSTRALIA	FREE MOTION	1395728	11/22/2010	Class 28	1395728	11/22/2010	Icon IP, Inc.		
T021 AU	Australia	HEALTHRIDER	658,766	4/13/1995	Class 28	658,766	4/13/1995	Icon IP, Inc.		
T034 AU	Australia	HEALTHRIDER PRO	743946	9/12/1997	Class 28	743,946	5/6/1998	Icon IP, Inc.		
T033 AU	Australia	ICON	717,831	9/20/1996	Class 28	717831	9/20/1996	Icon IP, Inc.		
T025 AU	Australia	iFIT	983540	12/31/2003	Classes 3, 5, 28, 29, 30 and 41	983540	12/31/2003	Icon IP, Inc.		
T029 AU	Australia	IMAGE	634740	7/13/1994	Class 28	A634740	7/13/1994	Icon IP, Inc.		
T008 AU	Australia	M Logo	984,224	1/7/2004	Class 28	984,224	9/8/2004	Icon IP, Inc.		
T056 AU	Australia	N NORDICTRACK & DESIGN	983538	1/7/2004	Classes 3, 5, 25, 28, 29, 30	983538	12/31/2003	Icon IP, Inc.		
T048 AU	Australia	NORDICTRACK	729645	3/11/1997	Class 28	729645	3/11/1997	Icon IP, Inc.		
T050 AU	Australia	NORDICTRACK	983539	1/7/2004	Classes 3, 5, 9, 25, 29, 30	983539	12/31/2003	Icon IP, Inc.		
T038 AU	Australia	PROFORM	983541	12/31/2003	Class 3, 5, 25, 30	983541	7/4/2005	Icon IP, Inc.		
T037 AU	Australia	PROFORM	445125	5/9/1986	Class 28	B445,125	5/9/1986	Icon IP, Inc.		
T067 AU	Australia	SPACE SAVER	819126	1/4/2000	Class 28	819,126	1/4/2000	Icon IP, Inc.		

T047 AU	Australia	WESLO	632349	6/16/1994	Class 28	A632349	6/16/1994	Icon IP, Inc.	
T027 AT	Austria	CADENCE	AM 6093/95	10/27/1995	Class 28	162,769	2/29/1996	Icon IP, Inc.	
T028 AT	Austria	CARDIOGLIDE	AM 5756/97	10/16/1997	Class 28	177,967	9/18/1998	Icon IP, Inc.	
T013 AT	Austria	CROSS WALK	AM 5755/97	10/16/1997	Class 28	176,670	7/13/1998	Icon IP, Inc.	
T041 AT	Austria	DESIGN (Standing Stick Figure)	AM 6882/95	12/4/1995	Class 28	163,550	4/9/1996	Icon IP, Inc.	
T021 AT	Austria	HEALTHRIDER	AM 6272/95		Class 28	162846	3/4/1996	Icon IP, Inc.	
T029 AT	Austria	IMAGE	AM 3477/94	7/13/1994	Class 28	165,868	8/26/1996	Icon IP, Inc.	
T032 AT	Austria	LIFE STYLER	AM274/95	1/20/1995	Class 28	164,173	5/14/1996	Icon IP, Inc.	
T048 AT	Austria	NORDICTRACK	AM 8435/99	12/28/1999	Class 28	188,367	5/10/2000	Icon IP, Inc.	
T037 AT	Austria	PROFORM	AM 2899/94	6/16/1994	Class 28	172457	11/10/1997	Icon IP, Inc.	
T066 AT	Austria	Pursuit	AM 6092/95	10/27/1995	Class 28	166620	10/8/1996	Icon IP, Inc.	
T047 AT	Austria	WESLO	AM 2900/94	6/16/1994	Class 28	65278	7/18/1996	Icon IP, Inc.	
T096 AZ	Azerbaijan	CARDIO	97,3083	6/3/1997	Class 28	990984	9/22/1999	Icon IP, Inc.	
T013 AZ	Azerbaijan	CROSS WALK	97,3088	6/3/1997	Class 28	990,986	9/22/1999	Icon IP, Inc.	
T021 AZ	Azerbaijan	HEALTHRIDER	97-3089	6/3/1997	Class 28	990642	6/28/1999	Icon IP, Inc.	
T029 AZ	Azerbaijan	IMAGE	97/3085/3	6/3/1997	Class 28	990985	9/22/1999	Icon IP, Inc.	
T037 AZ	Azerbaijan	PROFORM	97,3086	6/3/1997	Class 28	990988	9/22/1999	Icon IP, Inc.	
T047 AZ	Azerbaijan	WESLO	97,3087	6/3/1997	Class 28	990987	9/22/1999	Icon IP, Inc.	
T029 BY	Belarus	IMAGE	20022077	10/27/2002	Class 28	20502	2/1/2005	Icon IP, Inc.	
T048 BY	Belarus	NORDICTRACK	20022081	10/24/2002	Class 28	20388	1/10/2005	Icon IP, Inc.	
T037 BY	Belarus	PROFORM (Stylized)	20022079	10/24/2002	Class 28	20504	2/1/2005	Icon IP, Inc.	
T047 BY	Belarus	WESLO	20022078	10/24/2002	Class 28	20503	2/1/2005	Icon IP, Inc.	
T027 BX	Benelux	CADENCE	858,613	10/31/1995	Class 28	583,130	10/31/1995	Icon IP, Inc.	
T028 BX	Benelux	CARDIOGLIDE	894,695	6/2/1997	Class 28	615567	6/3/1997	Icon IP, Inc.	
T003 BX	Benelux	CROSS TRAINER	839,488	12/22/1994	Class 28	564,434	12/22/1994	Icon IP, Inc.	
T013 BX	Benelux	CROSS WALK	840,811	1/19/1995	Class 28	565,664	1/19/1995	Icon IP, Inc.	
T021 BX	Benelux	HEALTHRIDER	856,094	9/22/1995	Class 28	582036	9/22/1995	Icon IP, Inc.	
T029 BX	Benelux	IMAGE	558,024	7/14/1994	Class 28	558,024	7/14/1994	Icon IP, Inc.	
T032 BX	Benelux	LIFE STYLER	841,259	1/26/1995	Class 28	565,922	1/26/1995	Icon IP, Inc.	
T048 BX	Benelux	NORDICTRACK	918843	7/1/1998	Class 28	641660	7/1/1999	Nordic Track Inc.	
T037 BX	Benelux	PROFORM	828,874	6/15/1994	Class 28	556,516	6/15/1994	Icon IP, Inc.	
T066 BX	Benelux	Pursuit	858614	10/31/1995	Class 28	582084	10/31/1995	Icon IP, Inc.	
T047 BX	Benelux	WESLO	828873	6/15/1994	Class 28	553874	6/15/1994	Icon IP, Inc.	
T029 BO	Bolivia	IMAGE	5847	7/22/1997	Class 28	71952-C	3/17/1999	Icon IP, Inc.	
T048 BO	Bolivia	NORDICTRACK	1214	2/3/1999	Class 28	81467-C	9/4/2000	Icon IP, Inc.	
T037 BO	Bolivia	PROFORM	5851	4/22/1997	Class 28	71743-C	3/19/1999	Icon IP, Inc.	
T047 BO	Bolivia	WESLO	5848	4/22/1997	Class 28	71953-C	3/17/1999	Icon IP, Inc.	
T013 BA	Bosnia	CROSS WALK	BAZ971742A	4/29/1997	Class 28	BAZ971742	4/29/1997	Icon IP, Inc.	
T029 BA	Bosnia	IMAGE	819891223	4/29/1997	Class 28	BAZ971737	11/22/2002	Icon IP, Inc.	
T021 BA	Bosnia & Herzegovina	HEALTHRIDER	BAZ971743A	4/29/1997	Class 28	BAZ971743	4/29/1997	Icon IP, Inc.	
T037 BA	Bosnia / Herzegovina	PROFORM	BAZ971739A	4/29/1997	Class 28	BAZ 971738	11/22/2002	Icon IP, Inc.	
T096 BA	Bosnia/ Herzegovina	CARDIO	BAZ971741A	4/29/1997	Class 28	BAZ971741	4/29/1997	Icon IP, Inc.	
T047 BA	Bosnia/ Herzegovina	WESLO	BAZ971739A	4/29/1997	Class 28	BAZ971739	1/22/2002	Icon IP, Inc.	
T096 BR	Brazil	CARDIO	819891258		Class 28	819891258	10/28/2003	Icon IP, Inc.	
T013 BR	Brazil	CROSS WALK	819891231	4/29/1997	Class 28	819891231	11/30/1999	Icon IP, Inc.	
T021 BR	Brazil	HEALTHRIDER	819,154,130	3/21/1996	Class 28	819154130	11/17/1998	Icon IP, Inc.	
T025 BR	Brazil	IFIT	826235158	2/4/2004	Class 3	826235158	8/28/2007	Icon IP, Inc.	
T025 BR.2	Brazil	IFIT	826235204	2/4/2004	Class 28	826235204	8/28/2007	Icon IP, Inc.	
T025 BR.3	Brazil	IFIT	826235239	2/4/2004	Class 29	826235239	8/28/2007	Icon IP, Inc.	

T025 BR 4	Brazil	IFIT	826235247	2/4/2004	Class 30	826235247	8/28/2007	Icon IP, Inc.		
T025 BR 5	Brazil	IFIT	826235263	2/4/2004	Class 41	826235263	6/23/2009	Icon IP, Inc.		
T029 BR	Brazil	IMAGE	819891223	4/27/1997	Class 28	819891223	9/17/2002	Icon IP, Inc.		
T008 BR	Brazil	M Logo	826235255	2/4/2004	Class 28	826235255	8/25/2009	Icon IP, Inc.		
T056 BR 4	Brazil	N NORDICTRACK & DESIGN	826235280	2/4/2004	Class 29	826235280	8/28/2007	Icon IP, Inc.		
T056 BR 5	Brazil	N NORDICTRACK & DESIGN	826235298	2/4/2004	Class 30	826235298	8/28/2007	Icon IP, Inc.		
T056 BR 3	Brazil	N NORDICTRACK & DESIGN	826235301	2/4/2004	Class 28	826235301	9/11/2007	Icon IP, Inc.		
T056 BR 1	Brazil	N NORDICTRACK & DESIGN	826235328	2/4/2004	Class 5	826235328	8/28/2007	Icon IP, Inc.		
T048 BR	Brazil	NORDICTRACK	821444212	2/26/1999	Class 28	821444212	9/17/2002	Icon IP, Inc.		
T050 BR 1	Brazil	NORDICTRACK	826235140	2/4/2004	Class 5	826235140	8/28/2007	Icon IP, Inc.		
T050 BR 2	Brazil	NORDICTRACK	826235166	2/4/2004	Class 9	826235166	8/28/2007	Icon IP, Inc.		
T050 BR 4	Brazil	NORDICTRACK	826235212	2/4/2004	Class 29	826235212	8/28/2007	Icon IP, Inc.		
T050 BR 5	Brazil	NORDICTRACK	826235220	2/4/2004	Class 30	826235220	8/28/2007	Icon IP, Inc.		
T038 BR 2	Brazil	PROFORM	826235387	2/4/2004	Class 28	826235387	10/13/2009	Icon IP, Inc.		
T037 BR 1	Brazil	PROFORM	817953469	9/1/1994	Class 28	817953469	1/9/1994	Icon IP, Inc.		
T038 BR 4	Brazil	PROFORM	826235336	2/4/2004	Class 30	826235336	8/28/2007	Icon IP, Inc.		
T038 BR 3	Brazil	PROFORM	826235344	2/4/2004	Class 29	826235344	8/28/2007	Icon IP, Inc.		
T047 BR	Brazil	WESLO	818413344	4/18/1995	Class 28	81841334	10/4/2005	Icon IP, Inc.		
T007 CA	Canada	CABLE CROSS	1,199,975	12/19/202003	Class 28	TMA 642,677	6/22/2005	Icon IP, Inc.		
T028 CA	Canada	CARDIOGLIDE	781,557	4/28/1995	Class 28	489,102	2/2/1998	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T014 CA	Canada	CROSS BOW	1,199,981	12/19/2003	Class 28	TMA 648,294	9/16/2005	Icon IP, Inc.		
T003 CA	Canada	CROSS TRAINER	771,907	12/23/1994	Class 28	467,872	12/18/1996	Icon IP, Inc.	Security Interests: GE Capital Corp., 5/29/2002	Y
T013 CA	Canada	CROSS WALK	777,810	3/14/1995	Class 28	501,305	9/28/1998	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T005 CA	Canada	CROSSBAR	1,202,987	1/8/2004	Class 28	TMA 648,982	9/26/2005	Icon IP, Inc.		
T012 CA	Canada	FREE MOTION	1,024,823	8/5/1999	Class 28	TMA 551,255	9/20/2001	Icon IP, Inc.		
T021 CA	Canada	HEALTHRIDER	795,732	10/24/1995	Class 28	TMA 482,504	9/12/1997	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T025 CA	Canada	IFIT	1206760	2/18/2004	Class 29, 30	TMA 648,689	9/21/2005	Icon IP, Inc.		
T029 CA	Canada	IMAGE	1261595	6/17/2005	Class 28	TMA691022	6/28/2007	Icon IP, Inc.		
T008 CA	Canada	M Logo	1,199,974	12/19/2003	Class 28 -	642,612	6/21/2005	Icon IP, Inc.		
T095 CA	Canada	NORDIC ADVANTAGE	670,267	11/9/1990	Class 42	437,267	12/30/1994	NORDICTRACK, INC.		
T048 CA	Canada	NORDICTRACK	790,120	8/14/1995	Class 28	472,752	3/18/1997	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T037 CA	Canada	PROFORM	606,004	4/29/1988	Class 28	379,069	2/1/1991	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T067 CA	Canada	SPACE SAVER	1108157	6/28/2001	Class 28	608,259	4/22/2004	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y

T047 CA	Canada	WESLO	628,390	3/31/1989	Class 28	375,113	11/2/1990	Icon IP, Inc.	Security Interest: GE Capital Corp., 5/29/2002	Y
T027 CL	Chile	CADENCE	379469	6/6/1997	Class 28	823,853	2/27/1998	Icon IP, Inc.		
T096 CL	Chile	CARDIO	379470	6/6/1997	Class 28	823,846	2/27/1998	Icon IP, Inc.		
T013 CL	Chile	CROSS WALK	379,462	6/6/1997	Class 28	587496	1/10/2001	Icon IP, Inc.		
T021 CL	Chile	HEALTHRIDER	340,139	4/12/1996	Class 28	808,533 / 475569	12/30/1996	Icon IP, Inc.		
T029 CL	Chile	IMAGE	384,513	7/21/1997	Class 28	596,920	5/30/2001	Icon IP, Inc.		
T048 CL.1	Chile	NORDICTRACK	367,802		Class 28	814543	11/7/1997	Icon IP, Inc.		
T051 CL	Chile	NORDICTRACK	370295		Class 25	823850	3/17/1998	Icon IP, Inc.		
T048 CL	Chile	NORDICTRACK	373,801		Class 28, 25	826752	1/18/1998	Icon IP, Inc.		
T037 CL	Chile	PROFORM	421,297	8/12/1993	Class 28	421297	2/2/1994	Icon IP, Inc.		
T047 CL	Chile	WESLO	464649	1/14/2000	Class 28	464,649	7/22/1996	Icon IP, Inc.		
T007 CN	China	CABLE CROSS	3901781	2/3/2004	Class 28	3901781	3/21/2007	Icon IP, Inc.		
T014 CN	China	CROSS BOW	3502484	3/27/2003	Class 28	3502484	4/28/2005	Icon IP, Inc.		
T005 CN	China	CROSSBAR	3889261	1/15/2004	Class 28	3889261	3/14/2007	Icon IP, Inc.		
T012 CN	China	FREE MOTION	3502481	3/27/2003	Class 28	3502481	4/28/2005	Icon IP, Inc.		
T021 CN.1	China	HEALTHRIDER	5297130	4/18/2006	Class 28	5297130	8/21/2009	Icon IP, Inc.		
T021 CN	China	HEALTHRIDER & Design	95 051 933	4/28/1995	Class 28	945028	2/14/1997	ai kang IPgong si, CN (China)		
T033 CN.3	China	ICON	3747208	10/9/2003	Class 28	3747208	10/21/2006	ai kang IPyou xiao gong si, US		
T033 CN.1	China	ICON	3747210	10/9/2003	Class 20	3747210	1/28/2006	Icon IP, Inc.		
T025 CN	China	IFIT	3889250	1/15/2004	Class 3	3889250	6/28/2006	Icon IP, Inc.		
T025 CN.6	China	IFIT	3889265	1/15/2004	Class 41	3889265	6/28/2006	Icon IP, Inc.		
T025 CN.4	China	IFIT	3889266	1/15/2004	Class 30	3889266	12/7/2005	Icon IP, Inc.		
T025 CN.3	China	IFIT	3889267	1/15/2004	Class 29	3889267	11/28/2005	Icon IP, Inc.		
T025 CN.2	China	IFIT	3889268	1/15/2004	Class 28	3889268	3/14/2007	Icon IP, Inc.		
T025 CN.1	China	IFIT	3889269	1/15/2004	Class 5	3889269	6/28/2006	Icon IP, Inc.		
T029 CN	China	IMAGE	893178	11/7/1996	Class 28	893178	11/7/1996	Icon IP, Inc.		
T008 CN	China	M Logo	3901783	2/3/2004	Class 28	3901783	8/7/2008	Icon IP, Inc.		
T056 CN.7	China	N NORDICTRACK & DESIGN	3791675	11/10/2003	Class 12	3791675	1/14/2006	Icon IP, Inc.		
T056 CN.11	China	N NORDICTRACK & DESIGN	3791679	11/10/2003	Class 30	3791679	8/21/2005	Icon IP, Inc.		
T056 CN.8	China	N NORDICTRACK & DESIGN	3791676	11/10/2003	Class 20	3791679	6/20/2006	Icon IP, Inc.		
T056 CN.4	China	N NORDICTRACK & DESIGN	3889251	1/16/2004	Class 29	3889251	11/28/2005	Icon IP, Inc.		
T056 CN.3	China	N NORDICTRACK & DESIGN	3889252	1/16/2004	Class 28	3889252	2/7/2009	Icon IP, Inc.		
T056 CN.2	China	N NORDICTRACK & DESIGN	3889253	1/16/2004	Class 25	3889253	2/7/2009	Icon IP, Inc.		
T056 CN.5	China	N NORDICTRACK & DESIGN	3889260	1/16/2004	Class 30	3889260	1/14/2006	Icon IP, Inc.		
T056 CN.6	China	N NORDICTRACK & DESIGN	3971030	3/22/2004	Class 32	3971030	1/14/2006	Icon IP, Inc.		
T048 CN	China	NORDICTRACK	9900019056	2/25/1999	Class 28, 25	1453146	10/7/2000	Icon IP, Inc.		
T050 CN.5	China	NORDICTRACK	3889274	1/16/2004	Class 30	3889274	1/14/2006	Icon IP, Inc.		
T050 CN.4	China	NORDICTRACK	3889275	1/16/2004	Class 29	3889275	11/28/2005	Icon IP, Inc.		
T050 CN.3	China	NORDICTRACK	3889276	1/16/2004	Class 25	3889276	3/14/2007	Icon IP, Inc.		
T050 CN.2	China	NORDICTRACK	3889277	1/16/2004	Class 9	3889277	2/7/2006	Icon IP, Inc.		
T050 CN.1	China	NORDICTRACK	3889278	1/16/2004	Class 5	3889278	6/28/2006	Icon IP, Inc.		
T050 CN	China	NORDICTRACK	3889279	1/16/2004	Class 3	3889279	6/28/2006	Icon IP, Inc.		

T050 CN.6	China	NORDICTRACK	3971029	3/22/2004	Class 32	3971029	2/14/2006	Icon IP, Inc.		
T037 CN	China	PROFORM	893,170	11/7/1996	Class 28	893,170	11/7/1996	Icon IP, Inc.		
T038 CN.3	China	PROFORM	3889249	1/15/2004	Class 29	3889249	8/14/2008	Icon IP, Inc.		
T038 CN.4	China	PROFORM	3889259	1/15/2004	Class 30	3889259	1/7/2005	Icon IP, Inc.		
T038 CN.2	China	PROFORM	3889262	1/15/2004	Class 25	3889262	3/14/2007	Icon IP, Inc.		
T067 CN	China	SPACE SAVER	3502483	3/27/2003	Class 28	3502483	4/28/2005	Icon IP, Inc.		
T047 CN	China	WESLO	893,167	12/5/1994	Class 28	893,167	11/7/1996	Icon IP, Inc.		
T074 CN	China	健骑 Chinese HealthRider	3791673	11/10/2003	Class 28	3791673	3/7/2009	Icon IP, Inc.		
T074 CN.3	China	健骑 Chinese HealthRider	3791672	11/10/2003	Class 25	3791672	10/21/2006	Icon IP, Inc.		
T074 CN.4	China	健骑 Chinese HealthRider	3791674	11/10/2003	Class 30	3791674	8/7/2005	Icon IP, Inc.		
T074 CN.1	China	健骑 Chinese HealthRider	3791670	11/10/2003	Class 12	3791670	10/7/2005	Icon IP, Inc.		
T074 CN.2	China	健骑 Chinese HealthRider	3791671	11/10/2003	Class 20	3791671	3/14/2006	Icon IP, Inc.		
T071 CN	China	唯思乐 Chinese Weslo	4520257	3/2/2005	Class 28	4520257	10/28/2008	Icon IP, Inc.		
T070 CN	China	梦想 Chinese Image	4520256	3/2/2005	Class 28	4520256	12/28/2008	Icon IP, Inc.		
T076 CN	China	派克 Chinese EPIC	4520259	3/2/2005	Class 28	4520259	10/28/2008	Icon IP, Inc.		
T060 CN.2	China	爱康 Chinese ICON	3747205	10/9/2003	Class 20	3747205	1/28/2006	Icon IP, Inc.		
T060 CN.3	China	爱康 Chinese ICON	3747204	10/9/2003	Class 25	3747204	7/28/2006	Icon IP, Inc.		
T060 CN	China	爱康 Chinese ICON	3747203	10/9/2003	Class 28	3747203	8/28/2008	Icon IP, Inc.		
T069 CN	China	百乐福 Chinese ProForm	4520276	3/2/2005	Class 28	4520276	10/28/2008	Icon IP, Inc.		
T075 CN	China	自由行 Chinese FreeMotion	4520258	3/2/2005	Class 28	4520258	10/28/2008	Icon IP, Inc.		
T068 CN	China	诺迪克 Chinese NordicTrack	3791683	11/10/2003	Class 28	3791683	10/21/2006	ai kang IPyou xian gong si, US		
T068 CN.4	China	诺迪克 Chinese NordicTrack	3791684	11/10/2003	Class 30	3791684	8/7/2005	Icon IP, Inc.		
T068 CN.2	China	诺迪克 Chinese NordicTrack	3791681	11/10/2003	Class 20	3791681	3/14/2006	Icon IP, Inc.		
T068 CN.3	China	诺迪克 Chinese NordicTrack	3791682	11/10/2003	Class 25	3791682	10/21/2006	Icon IP, Inc.		
T068 CN.1	China	诺迪克 Chinese NordicTrack	3791680	11/10/2003	Class 12	3791680	10/7/2005	Icon IP, Inc.		
T027 CO	Colombia	CADENCE	97-020708	4/18/1997	Class 28	205,661	2/13/1998	Icon IP, Inc.		
T096 CO	Colombia	CARDIO	97-020710	4/18/1997	Class 28	205677	2/13/1998	Icon IP, Inc.		
T013 CO	Colombia	CROSS WALK	97-020703	4/18/1997	Class 28	206,004	2/24/1998	Icon IP, Inc.		
T021 CO	Colombia	HEALTHRIDER	97-020707	4/18/1997	Class 28	206685	3/18/1998	Icon IP, Inc.		
T029 CO	Colombia	IMAGE	97-020711	4/18/1997	Class 28	205676	2/13/1998	Icon IP, Inc.		
T048 CO	Colombia	NORDICTRACK	98,010,291	2/25/1998	Class 28	264413	11/22/2002	Icon IP, Inc.		
T037 CO	Colombia	PROFORM	97-020702	4/18/1997	Class 28	205678	2/13/1998	Icon IP, Inc.		
T047 CO	Colombia	WESLO	97-020705	4/18/1997	Class 28	205662	2/13/1998	Icon IP, Inc.		
T027 CR	Costa Rica	CADENCE	2828-97	4/23/1997	Class 28	104795	11/24/1997	Icon IP, Inc.		
T096 CR	Costa Rica	CARDIO	2830-97	4/23/1997	Class 28	104895	12/3/1997	Icon IP, Inc.		
T013 CR	Costa Rica	CROSS WALK	2833-97	4/23/1997	Class 28	104798	11/24/1997	Icon IP, Inc.		
T021 CR	Costa Rica	HEALTHRIDER	2834-97	4/23/1997	Class 28	104872	12/3/1997	Icon IP, Inc.		

T029 CR	Costa Rica	IMAGE	2829-27	4/23/1997	Class 28	104797	11/24/1997	Icon IP, Inc.		
T048 CR	Costa Rica	NORDICTRACK		2/12/1999	Class 28	114,878	7/29/1999	Icon IP, Inc.		
T047 CR	Costa Rica	WESLO	2827-97	4/23/1997	Class 28	104,796	11/24/1997	Icon IP, Inc.		
T027 HR	Croatia	CADENCE	Z970648A	4/25/1997	Class 28	Z970648	5/14/1998	Icon IP		
T096 HR	Croatia	CARDIO	Z970649A	4/25/1997	Class 28	Z970649	5/14/1998	Icon IP		
T013 HR	Croatia	CROSS WALK	Z970650A	4/25/1997	Class 28	Z970650	5/14/1998	Icon IP		
T021 HR	Croatia	HEALTHRIDER	Z970651A	4/25/1997	Class 28	Z970651A	4/2/1998	Icon IP		
T029 HR	Croatia	IMAGE	Z970645A	4/25/1997	Class 28	Z970645	5/14/1998	Icon IP		
T037 HR	Croatia	PROFORM	Z970646A	4/25/1997	Class 28	Z970646	6/3/1998	Icon IP		
T047 HR	Croatia	WESLO	Z970647A	4/25/1997	Class 28	Z970647	5/14/1998	Icon IP		
T001 CT	CT	5 STAR DESIGN	3615101	Filed 1/16/2004		3615101	8/4/2006	Icon IP, Inc.		
T007 CT	CT	CABLE CROSS	3615218	1/16/2004	Class 28	3,615,218	5/18/2005	Icon IP, Inc.		
T080 CT	CT	CARDIO THEATER	1776384	7/26/2000	Classes 25 & 28	1776384	2/19/2003	Icon IP, Inc.		
T014 CT	CT	CROSS BOW	3618493	1/16/2004	Class 28	3618493	3/2/2006	Icon IP, Inc.		
T005 CT	CT	CROSSBAR	3614881	1/16/2004	Class 28	3614881	5/24/2005	Icon IP, Inc.		
T093 CT	CT	E.A.R.N.	1189851	5/31/1999	Class 16	1,189,851	8/28/2000	Icon IP, Inc.		
T086 CT	CT	FIT MOTION	1775196	7/26/2000	Classes 25 & 28	1775196	8/29/2001	Icon IP, Inc.		
T012 CT	CT	FREE MOTION	1271014	8/9/1999	Class 28	1271014	11/13/2000	Icon IP, Inc.		
T025 CT.2	CT	1 FIT	3140738	4/22/2003	Classes 5	3140738	3/23/2005	Icon IP, Inc.		
T025 CT	CT	IFIT	1094325	3/4/1999	Classes 9, 28, 35 and 42	1094325	7/3/2000	Icon IP, Inc.		
T025 CT.1	CT	IFIT	3617115	1/16/2004	Classes 5, 28, 29, 30, and 41	6517115	3/3/2006	Icon IP, Inc.		
T022 CT	CT	IFIT.COM	1340978	10/12/1999	Class 42	1,340,918	11/30/2000	Icon IP, Inc.		
T087 CT	CT	IMAGE PURSUE PERFECTION	2606424	3/7/2002	Class 25	2,606,424	10/13/2003	Icon IP, Inc.		
T024 CT	CT	INTERACTIVE FITNESS	1094358	3/4/1999	Classes 9, 28, 35 and 42	0,001,094,358	6/8/2000	Icon IP, Inc.		
T008 CT	CT	M Logo	3618881	1/16/2004	Class 28	3618881	10/6/2006	Icon IP, Inc.		
T048 CT	CT	NORDICTRACK	1175751	5/18/1999	Class 28	1175751	8/26/2003	Icon IP, Inc.		
T051 CT	CT	NORDICTRACK	1422542	12/14/1999	Class 25	1,422,542	8/27/2003	Icon IP, Inc.		
T038 CT.1	CT	PROFORM (Stylized)	3617149	1/16/2004	Classes 3, 5, 25, 29, 30	3617149	5/24/2005	Icon IP, Inc.		
T038 CT	CT	PROFORM	3140431	4/22/2003	Classes 3, 5, 9, 30 and 32	3140431	7/14/2005	Icon IP, Inc.		
T027 CZ	Czech Republic	CADENCE	OZ 122244	5/16/1997	Class 28	216,154	3/29/1999	Icon IP, Inc.		
T013 CZ	Czech Republic	CROSS WALK	OZ 122245	5/16/1997	Class 28	219,468	8/23/1999	Icon IP, Inc.		
T021 CZ	Czech Republic	HEALTHRIDER	OZ 1222 46	5/16/1997	Class 28	215,547	5/16/1997	Icon IP, Inc.		
T029 CZ	Czech Republic	IMAGE	OZ 122249	5/16/1997	Class 28	228,997	5/16/1997	Icon IP, Inc.		
T048 CZ	Czech Republic	NORDICTRACK	OZ 139933	2/10/1999	Class 28	233,980	9/10/2001	Icon IP, Inc.		
T037 CZ	Czech Republic	PROFORM	OZ 122248	5/16/1997	Class 28	216,156	3/29/1999	Icon IP, Inc.		
T047 CZ	Czech Republic	WESLO	OZ 122243	5/16/1997	Class 28	216,153	3/29/1999	Icon IP, Inc.		
T027 DK	Denmark	CADENCE	8272/95	10/31/1995	Class 28	VR 1995 08362	12/8/1995	Icon IP, Inc.		
T028 DK	Denmark	CARDIOGLIDE	02805/1997	6/4/1997	Class 28	03200 1997	7/25/1997	Icon IP, Inc.		
T013 DK	Denmark	CROSS WALK	02806/1997	6/4/1997	Class 28	3201	7/25/1997	Icon IP, Inc.		

T041 DK	Denmark	DESIGN (Standing Stick Figure)	9329/1995	12/6/1995	Class 28	0746/1996	2/2/1996	Icon IP, Inc.		
T021 DK	Denmark	HEALTHRIDER	6/4/1997	02807/1997	Class 28	03202/1997	7/25/1997	Icon IP, Inc.		
T029 DK	Denmark	IMAGE	4903/94	7/13/1994	Class 28	VR 1996 03630	6/21/1996	Icon IP, Inc.		
T032 DK	Denmark	LIFESYLER	8036/1995	10/24/1995	Class 28	0381/1996	1/19/1996	Icon IP, Inc.		
T037 DK	Denmark	PROFORM	4243/94	6/16/1994	Class 28	1170/95	2/17/1995	Icon IP, Inc.		
T047 DK	Denmark	WESLO	VA 4244 1994	6/16/1994	Class 28	VR 460 1995	1/20/1995	Icon IP, Inc.		
T029 EC	Ecuador	IMAGE	77513-97	4/18/1997	Class 28	4179-98	8/20/1998	Icon IP, Inc.		
T048 EC	Ecuador	NORDICTRACK	94000	2/8/1999	Class 28	1-1576-00	3/28/2000	Icon IP, Inc.		
T037 EC	Ecuador	PRO•FORM (Stylized)	78606	5/30/1997	Class 28	5251-98	10/1/1998	Icon IP, Inc.		
T037 EC.1	Ecuador	PROFORM	77514	4/18/1997	Class 28	4449-98	9/19/1998	Icon IP, Inc.		
T047 EC	Ecuador	WESLO	77512	4/18/1997	Class 28	4448-98	9/18/1998	Icon IP, Inc.		
T027 EG	Egypt	CADENCE	106575	4/23/1997	Class 28	106,575	9/7/1999	Icon IP, Inc.		
T021 EG	Egypt	HEALTHRIDER	4/23/1997	106578	Class 28	106578	9/7/1999	Icon IP, Inc.		
T037 EG	Egypt	PROFORM	106573	4/22/1997	Class 28	106573	9/7/1999	Icon IP, Inc.		
T047 EG	Egypt	WESLO	106574	4/23/1997	Class 28	106574	9/21/1999	Icon IP, Inc.		
T029 SV	El Salvador	IMAGE	1251/99	2/24/1999	Class 28	00099 Book 188	1/3/2005	Icon IP, Inc.		
T048 SV	El Salvador	NORDICTRACK	4548100	6/26/2000	Class 28	164	1/10/2001	Icon IP, Inc.		
T037 SV	El Salvador	PROFORM	1249/99	2/24/1999	Class 28	00040 Book 178	10/15/2003	Icon IP, Inc.		
T027 FI	Finland	CADENCE	T199702323	6/6/1997	Class 28	210,038	5/29/1998	Icon IP, Inc.		
T028 FI	Finland	CARDIOGLIDE	T199702324	6/6/1997	Class 28	210039	5/29/1995	Icon IP, Inc.		
T013 FI	Finland	CROSS WALK	T199702325	6/6/1997	Class 28	210040	5/29/1998	Icon IP, Inc.		
T021 FI	Finland	HEALTHRIDER	T199702326	6/6/1997	Class 28	210313	6/30/1998	Icon IP, Inc.		
T037 FI	Finland	PROFORM	T199702321	6/6/1997	Class 28	216194	12/15/1999	Icon IP, Inc.		
T047 FI	Finland	WESLO	T199702322	6/6/1997	Class 28	210037	5/29/1998	Icon IP, Inc.		
T027 FR	France	CADENCE	96/633127	7/5/1996	Class 28	96633127	7/5/1996	Icon IP, Inc.		
T096 FR	France	CARDIO	97695166	9/16/1997	Class 28	97 695 166	6/16/1997	Icon IP, Inc.		
T028 FR	France	CARDIOGLIDE	95/575,782	6/14/1995	Class 28	95 575 782	6/14/1995	Icon IP, Inc.		
T003 FR	France	CROSS TRAINER	94/550510	12/22/1994	Class 28	94 550 510	12/22/1994	Icon IP, Inc.		
T013FR	France	CROSS WALK	95/560524	2/28/1995	Class 28	95560524	2/29/1995	Icon IP, Inc.		
T041 FR	France	DESIGN (Standing Stick Figure)	95600788		Class 28	95600788	12/12/1995	Icon IP, Inc.		
T021 FR	France	HEALTHRIDER	95/565,158	3/29/1995	Class 28	95565158	3/29/1995	Icon IP, Inc.		
T029 FR	France	IMAGE	94/546137	11/24/1994	Class 28	94546137	11/24/1994	Icon IP, Inc.		
T032 FR	France	LIFE STYLER	95/554,759	1/24/1995	Class 28	95554759	1/24/1995	Icon IP, Inc.		
T037 FR.1	France	PROFORM	1418334	4/15/1997	Classes 10, 12, and 28	1,418,334	4/15/1997	Icon IP, Inc.		
T037 FR	France	PROFORM	94/533 204	8/18/1994	Class 28	94533204	8/18/1994	Icon IP, Inc.		
T037 FR.2	France	PROFORM	95 597585	11/15/1995	Classes 5, 25, 29 & 30	95597585	11/15/1995	Icon IP, Inc.		
T066 FR	France	Pursuit	T066 96 633126	7/5/1996	Class 28	96633126	7/5/1996	Icon IP, Inc.		
T047 FR	France	WESLO	94544791	11/16/1994	Class 28	94 544,791	11/16/1994	Icon IP, Inc.		
T027 GE	Georgia	CADENCE	012260/03	6/2/1997	Class 28	9784	6/15/1998	Icon IP, Inc.		
T096 GE	Georgia	CARDIO	012261/03	6/2/1997	Class 28	9785	6/15/1998	Icon IP, Inc.		
T013 GE	Georgia	CROSS WALK	12256103	6/2/1997	Class 28	9780	6/15/1998	Icon IP, Inc.		
T021 GE	Georgia	HEALTHRIDER	012255/03	6/2/1997	Class 28	9430	5/25/1998	Icon IP, Inc.		
T029 GE	Georgia	IMAGE	012259/03	6/2/1997	Class 28	9783	6/15/1998	Icon IP, Inc.		
T048 GE	Georgia	NORDICTRACK	14397	3/17/1999	Class 28	13176	3/7/2000	Icon IP, Inc.		
T037 GE	Georgia	PROFORM	012258/03	6/2/1997	Class 28	9782	6/15/1998	Icon IP, Inc.		
T047 GE	Georgia	WESLO	012257/03	6/2/1997	Class 28	9781	6/15/1998	Icon IP, Inc.		
T027 DE	Germany	CADENCE	395 45 651	11/10/1995	Class 28	395 45 651	7/9/1996	Icon IP, Inc.		
T028 DE	Germany	CARDIOGLIDE	24103	6/12/1995	Class 28	395 24 103	2/27/1996	Icon IP, Inc.		
T013 DE	Germany	CROSS WALK	395 02 321.1	1/20/1995	Class 28	395 02 321 1	10/23/1995	Icon IP, Inc.		

T041 DE	Germany	DESIGN (Standing Stick Figure)	395 50 951	12/14/1995	Class 28	395 50 951	9/27/1996	Icon IP, Inc.		
T021 DE.1	Germany	HEALTHRIDER	306 22 696.0	4/16/2006	Class 28	306 22 696	8/30/2006	Icon IP, Inc.		
T021 DE	Germany	HEALTHRIDER & Design	E 33206	7/20/1993	Class 28	2,059,877	3/15/1994	Icon IP, Inc.		
T029 DE	Germany	IMAGE	P 46 909/28	7/14/1994	Class 28	2,913,983	7/22/1998	Icon IP, Inc.		
T048 DE	Germany	NORDICTRACK	398 75 154		Class 28	398 75 154	7/23/1999	Icon IP, Inc.		
T037 DE	Germany	PROFORM	P 46773	6/20/1994	Class 28	2093925	3/28/1995	Icon IP, Inc.		
T037 DE.1	Germany	PROFORM	395 28 136	7/8/1995	Class 28	395 28 136	4/4/1996	Icon IP, Inc.		
T066 DE	Germany	Pursuit	395 45 652	11/10/1995	Class 28	395 45 652	7/9/1996	Icon IP, Inc.		
T047 DE	Germany	WESLO	2,096,845	6/20/1994	Class 28	2096845	5/12/1995	Icon IP, Inc.		
T027 GR	Greece	CADENCE	126871	11/7/1995	Class 28	126871	3/17/1998	Icon IP, Inc.		
T096 GR	Greece	CARDIO	134073	8/1/1997	Class 28	134073	4/19/1999	Icon IP, Inc.		
T013 GR	Greece	CROSS WALK	134074	8/1/1997	Class 28	134074	4/19/1999	Icon IP, Inc.		
T041 GR	Greece	DESIGN (Standing Stick Figure)	127,474	12/11/1995	Class 28	127,474	3/17/1998	Icon IP, Inc.		
T021 GR	Greece	HEALTHRIDER	134075	8/1/1997	Class 28	134075	4/16/1999	Icon IP, Inc.		
T029 GR	Greece	IMAGE	134,071	8/1/1997	Class 28	134071	3/17/1999	Icon IP, Inc.		
T037 GR	Greece	PROFORM	126776	11/1/1995	Class 28	126,776	11/17/1998	Icon IP, Inc.		
T066 GR	Greece	Pursuit	126870	11/7/1995	Class 28	126870	9/17/1998	Icon IP, Inc.		
T047 GR	Greece	WESLO	134072	8/1/1997	Class 28	134072	4/19/1999	Icon IP, Inc.		
T027 GT	Guatemala	CADENCE	2541-97	4/9/1997	Class 28	87859	10/8/1997	Icon IP, Inc.		
T096 GT	Guatemala	CARDIO	2542-97	4/9/1997	Class 28	87,846	10/8/1997	Icon IP, Inc.		
T013 GT	Guatemala	CROSS WALK	2543-97	4/9/1997	Class 28	87,845	10/8/1997	Icon IP, Inc.		
T021 GT	Guatemala	HEALTHRIDER	2544-97	4/9/1997	Class 28	86,996	11/11/1997	Icon IP, Inc.		
T029 GT	Guatemala	IMAGE	76,651	6/29/1994	Class 28	76,651/487/164	3/28/1996	Icon IP, Inc.		
T048 GT	Guatemala	NORDICTRACK	99-00761	2/1/1999	Class 28	119,746	9/4/2002	Icon IP, Inc.		
T048 GT.1	Guatemala	NORDICTRACK (Stylized)			Class 28	90518	6/18/1998	Icon IP, Inc.		
T037 GT	Guatemala	PROFORM	4420-94	6/29/1994	Class 28	96,690	7/26/1994	Icon IP, Inc.		
T047 GT	Guatemala	WESLO	4419-94	6/29/1994	Class 28	98215	7/27/1999	Icon IP, Inc.		
T047 HN	Honduras	WESLO	4329/97	4/21/1997	Class 28	75,082	8/31/1999	Icon IP, Inc.		
T029 HN	Honduras	IMAGE	4327/97	4/21/1997	Class 28	70,004	10/28/1997	Icon IP, Inc.		
T048 HN	Honduras	NORDICTRACK	1556/99	2/5/1999	Class 28	75,885	11/25/1999	Icon IP, Inc.		
T037 HN	Honduras	PROFORM	4328/97	4/21/1997	Class 28	70,266	12/16/1997	Icon IP, Inc.		
T027 HK	Hong Kong	CADENCE	13979/96	11/6/1996	Class 28	11992/1997	11/6/1996	Icon IP, Inc.		
T096 HK	Hong Kong	CARDIO	13981/96	11/6/1996	Class 28	11994/1997	11/6/1996	Icon IP, Inc.		
T013 HK	Hong Kong	CROSS WALK	13980/96	11/6/1996	Class 28	11993/1997	11/6/1996	Icon IP, Inc.		
T033 HK	Hong Kong	ICON	13978/96	11/6/1996	Class 28	4501/1998	5/12/1998	Icon IP, Inc.		
T029 HK	Hong Kong	IMAGE	8286/94	7/21/1994	Class 28	11226/1997	7/21/1994	Icon IP, Inc.		
T048 HK	Hong Kong	NORDICTRACK	13155/95	10/16/1995	Class 28	B04845		Icon IP, Inc.		
T048 HK.1	Hong Kong	NORDITRACK	13773/2002	9/4/2002	Class 28	B15204/2003	9/4/2002	Icon IP, Inc.		
T037 HK	Hong Kong	PROFORM	7271/94	6/30/1994	Class 28	1998B7762	6/30/1994	Icon IP, Inc.		
T047 HK	Hong Kong	WESLO	7272/94	6/30/1994	Class 28	3445/96	6/30/1994	Icon IP, Inc.		
T096 HU	Hungary	CARDIO	M97 01585	5/9/1997	Class 28	151,986	5/12/1998	Icon IP, Inc.		
T013 HU	Hungary	CROSS WALK	M97 01580	5/9/1997	Class 28	153,332	8/24/1998	Icon IP, Inc.		
T021 HU	Hungary	HEALTHRIDER	M97 01579	5/9/1997	Class 28	152,463	6/18/1998	Icon IP, Inc.		
T029 HU	Hungary	IMAGE	M97 01581	5/9/1997	Class 28	176,410	9/4/2003	Icon IP, Inc.		
T048 HU	Hungary	NORDICTRACK	M99 00484	2/3/1999	Class 28	158,999	11/26/1999	Icon IP, Inc.		
T037 HU	Hungary	PROFORM	M97 01582	5/9/1997	Class 28	151,985	5/12/1998	Icon IP, Inc.		
T047 HU	Hungary	WESLO	M97 01584	5/9/1997	Class 28	151,987	5/12/1998	Icon IP, Inc.		
T027 HU	Hungary	CADENCE	M97 01583	5/9/1997	Class 28	151,984	5/12/1998	Icon IP, Inc.		
T021 IN	India	HEALTHRIDER	1113100	6/20/2002	Class 28	1113100	6/20/2002	Icon IP, Inc.		
T048 IN	India	NORDICTRACK	1113101	6/20/2002	Class 28	1113101		Icon IP, Inc.		

T082 IR	International Registration (WIPO)	PROFORM SPORT & Design			Classes 3, 5, 18, 24, 25, 29, and 32	635,640	3/20/1995	Icon IP, Inc.		
T028 IE	Ireland	CARDIOGLIDE	2034/97	6/4/1997	Class 28	205558	6/4/1997	Icon IP, Inc.		
T021 IE	Ireland	HEALTHRIDER	2035/97	6/4/1997	Class 28	205265	6/4/1997	Icon IP, Inc.		
T029 IE	Ireland	IMAGE	2030/97	6/4/1997	Class 28	206378	6/4/1997	Icon IP, Inc.		
T037 IE	Ireland	PROFORM	203/97	6/4/1997	Class 28	206012	6/4/2002	Icon IP, Inc.		
T047 IE	Ireland	WESLO	2032/97	6/4/1997	Class 28	204553	6/4/1997	Icon IP, Inc.		
T021 IL	Israel	HEALTHRIDER	97898	4/3/1995	Class 28	97898	4/3/1995	Icon IP, Inc.		
T048 IL	Israel	NORDICTRACK	110,827	3/4/1997	Class 28	110827	7/6/1998	Icon IP, Inc.		
T027 IT	Italy	CADENCE	T095C003396	11/13/1995	Class 28	1175046	7/17/1997	Icon IP, Inc.		
T028 IT	Italy	CARDIOGLIDE	T095C001961	6/15/1995	Class 28	1,157,916	7/16/1997	Icon IP, Inc.		
T003 IT	Italy	CROSS TRAINER	T094C003523	12/23/1994	Class 28	691,721	11/21/1996	ICON HEALTH FITNESS INC. Under no. 1103002, the current owner is Icon IP, Inc.		
T013 IT	Italy	CROSS WALK	T0950000353	2/1/1995	Class 28	716118	7/16/1997	ICON HEALTH FITNESS INC. Under no. 1103002, the current owner is Icon IP, Inc.		
T041 IT	Italy	DESIGN (Standing Stick Figure)	T095C003767	12/14/1995	Class 28	1175089	7/17/1997	Icon IP, Inc.		
T021 IT	Italy	HEALTHRIDER	95 C 00 11522	4/7/1995	Class 28	716806	6/16/1997	ICON HEALTH FITNESS INC. Under no. 1103002, the current owner is Icon IP, Inc.		
T029 IT	Italy	IMAGE	94/2000	7/15/1994	Class 28	683,953	7/4/1996	PROFORM FITNESS PRODUCTS Under no. 1103002, the current owner is Icon IP, Inc.		
T062 IT	Italy	JOE WEIDER	89 25200	10/23/1989	Class 28	574,609	9/25/1992	WEIDER SPORTS CO. LTD.		
T037 IT.1	Italy	PROFORM	T094C001756	6/23/1994	Class 28	683,745	7/4/1996	PROFORM FITNESS PRODUCTS Under no. 1103002, the current owner is Icon IP, Inc.		
T037 IT	Italy	PROFORM	T095C002454	7/27/1995	Class 28, 03, 05, 25	1157954	7/17/1997	Icon IP, Inc.		
T066 IT	Italy	Pursuit	T095C003397	11/13/1995	Class 28	1175047	7/17/1997	Icon IP, Inc.		
T047 IT	Italy	WESLO	T094C001753	6/23/1994	Class 28	683743	7/4/1996	WESLO Under no. 1103002, the current owner is Icon IP, Inc.		
T003 JP	Japan	CROSS TRAINER	6-129216	12/26/1994	Class 28	4314400	9/10/1999	Icon IP, Inc.		
T034 JP	Japan	HEALTHRIDER PRO	5-120383	12/2/1993	Class 28	3214132	10/31/1998	Icon IP, Inc.		
T048 JP.1	Japan	NORDICTRACK	16,649/1993	2/22/1993	Class 28	3204527	9/30/1996	Icon IP, Inc.		
T048 JP	Japan	NORDICTRACK	8620/1999	2/4/1999	Class 28	4796599	8/20/2004	Icon IP, Inc.		

T050 JP	Japan	NORDICTRACK (and Katakana translation)	2008 17446	3/7/2008	Class 25 -	5184428	11/28/2008	Icon IP, Inc.		
T037 JP	Japan	PROFORM	46566	5/8/1986	Class 28	2120604	3/23/1989	Icon IP, Inc.		
T067 JP	Japan	SPACE SAVER (and Katakana translation)	2008-17447	3/7/2008	Class 28	5166888	8/12/2008	Icon IP, Inc.		
T047 JP	Japan	WESLO	6-115840	11/17/1994	Class 28	4027674	7/11/1997	Icon IP, Inc.		
T021 KR.1	Korea	HEALTHRIDER	2006-18765	4/10/2006	Class 28	40-696339	2/1/2007	Icon IP, Inc.		
T021 KR	Korea	HEALTHRIDER & Design	95-16778	4/29/1995	Class 28	355216	1/29/1997	Icon IP, Inc.		
T054 KR	Korea	NORDICTRACK	94-8306	10/18/1994	Class 112	33542	11/15/1996	Icon IP, Inc.		
T051 KR.1	Korea	NORDICTRACK	94-41383	10/18/1994	Class 27 - shoes (international class 25)	336,857	4/9/1996	Icon IP, Inc.		
T051 KR	Korea	NORDICTRACK	94-41385	10/18/1994	Class 45 - clothing (international class 25)	340,829	6/11/1996	Icon IP, Inc.		
T037 KR	Korea	PROFORM	94-24517	6/21/1994	Class 28	332519	1/25/1996	Icon IP, Inc.		
T047 KR	Korea	WESLO	94/24516	6/21/1994	Class 28	332518	1/25/1996	Icon IP, Inc.		
T001 MX.1	Mexico	5 STAR DESIGN	636323	Filed 1/7/2004	Class 9	833856	5/28/2004	Icon IP, Inc.		
T001 MX	Mexico	5 STAR DESIGN	636322	Filed 1/7/2004	Class 5	887950	6/24/2005	Icon IP, Inc.		
T007 MX	Mexico	CABLE CROSS	636,319	1/7/2004	Class 28	994847	7/25/2007	FREE MOTION FITNESS, INC.		
T027 MX	Mexico	CADENCE	312895	11/3/1997	Class 28	566888	12/15/1997	Icon IP, Inc.		
T014 MX	Mexico	CROSS BOW	636,347	1/7/2004	Class 28	858,166	10/29/2004	Icon IP, Inc.		
T003 MX	Mexico	CROSS TRAINER	220863	1/21/1995	Class 28	503,896	8/16/1995	Icon IP, Inc.		
T013 MX	Mexico	CROSS WALK	223,901	2/8/1995	Class 28	489,380	2/8/1995	Icon IP, Inc.		
T005 MX	Mexico	CROSSBAR	636,346	1/7/2004	Class 28	833,857	5/28/2004	Icon IP, Inc.		
T021 MX	Mexico	HEALTHRIDER	256,157	3/5/1996	Class 28	551,110	6/27/1997	Icon IP, Inc.		
T025 MX.2	Mexico	IFIT	636,327	1/7/2004	Class 28	928513	4/11/2006	Icon IP, Inc.		
T025 MX.5	Mexico	IFIT	636,330	1/7/2004	Class 41	928514	1/7/2004	Icon IP, Inc.		
T029 MX	Mexico	IMAGE	205,932	7/20/1994	Class 28	476,378	10/7/1994	Icon IP, Inc.		
T008 MX	Mexico	M Logo	636,320	1/7/2004	Class 28, 10	866,277	1/28/2005	Icon IP, Inc.		
T056 MX.4	Mexico	N NORDICTRACK & DESIGN	636344		Class 29	636344	10/29/2004	Icon IP, Inc.		
T056 MX	Mexico	N NORDICTRACK & DESIGN		1/7/2004	Class 3	824370	3/8/2004	Icon IP, Inc.		
T056 MX.1	Mexico	N NORDICTRACK & DESIGN	636340	1/7/2004	Class 5	827700	3/30/2004	Icon IP, Inc.		
T056 MX.3	Mexico	N NORDICTRACK & DESIGN	636342	1/7/2004	Class 28	829158	4/14/2004	Icon IP, Inc.		
T056 MX.2	Mexico	N NORDICTRACK & DESIGN	636341	1/7/2004	Class 25	857519	10/28/2004	Icon IP, Inc.		
T054 MX	Mexico	NORDICTRACK	239,552	8/9/1995	Class 28	504,377	9/19/1995	Icon IP, Inc.		
T051 MX	Mexico	NORDICTRACK	216366	10/26/1994	Class 25	509,201	10/31/1995	Icon IP, Inc.		
T048 MX	Mexico	NORDICTRACK	216368	10/26/1994	Class 28	509,202	10/31/1995	Icon IP, Inc.		
T055 MX	Mexico	NORDICTRACK	216367	10/26/1994	Class 42	528,287	8/14/1996	Icon IP, Inc.		
T050 MX.1	Mexico	NORDICTRACK	636333	1/7/2004	Class 5	824959	3/12/2004	Icon IP, Inc.		
T050 MX	Mexico	NORDICTRACK	636332	1/7/2004	Class 3	824987	3/15/2004	Icon IP, Inc.		

T050 MX.2	Mexico	NORDICTRACK	636334	1/7/2004	Class 9	828468	4/6/2004	Icon IP, Inc.		
T050 MX.4	Mexico	NORDICTRACK	636336	1/7/2004	Class 29	853166	9/27/2004	Icon IP, Inc.		
T050 MX.5	Mexico	NORDICTRACK	636338	1/7/2004	Class 30	853167	9/27/2004	Icon IP, Inc.		
T050 MX.3	Mexico	NORDICTRACK	636335	1/7/2004	Class 25	853796	9/29/2004	Icon IP, Inc.		
T037 MX	Mexico	PROFORM	228196	3/28/1995	Class 28	488677	4/24/1995	Icon IP, Inc.		
T038 MX.1	Mexico	PROFORM	636349	1/7/2004	Class 5	854686	10/8/2004	Icon IP, Inc.		
T038 MX.3	Mexico	PROFORM	636351	1/7/2004	Class 29	855815	10/29/2004	Icon IP, Inc.		
T038 MX.2	Mexico	PROFORM	636350	1/7/2004	Class 25	862110		Icon IP, Inc.		
T047 MX	Mexico	WESLO	229059	4/7/1995	Class 28	492775	4/7/1995	Icon IP, Inc.		
T027 MA	Morocco	CADENCE	62.74	5/16/1997	Class 28	62.74	5/16/1997	Icon IP, Inc.		
T096 MA	Morocco	CARDIO	62-743	5/16/1997	Class 28	62-743	5/16/1997	Icon IP, Inc.		
T013 MA	Morocco	CROSS WALK	62.745	5/16/1997	Class 28	62.745	5/16/1997	Icon IP, Inc.		
T021 MA	Morocco	HEALTHRIDER	62-739	5/16/1997	Class 28	62-739	5/16/1997	Icon IP, Inc.		
T029 MA	Morocco	IMAGE	62-744	5/16/1997	Class 28	62-744	5/16/1997	Icon IP, Inc.		
T048 MA	Morocco	NORDICTRACK	68.702	2/5/1999	Class 28	68.702	2/5/1999	Icon IP, Inc.		
T037 MA	Morocco	PROFORM	62.742	5/16/1997	Class 28	62742	5/16/1997	Icon IP, Inc.		
T047 MA	Morocco	WESLO	62.741	5/16/1997	Class 28	62741	5/16/1997	Icon IP, Inc.		
T027 NZ	New Zealand	CADENCE	277400	5/29/1997	Class 28	277400	5/29/1997	Icon IP, Inc.		
T028 NZ	New Zealand	CARDIOGLIDE	277.624	6/3/1997	Class 28	277.624	6/3/1997	Icon IP, Inc.		
T013 NZ	New Zealand	CROSS WALK	277.401	5/29/1997	Class 28	277.401	5/29/1997	Icon IP, Inc.		
T021 NZ	New Zealand	HEALTHRIDER	277.402	5/29/1997	Class 28	277.402	5/29/1997	Icon IP, Inc.		
T048 NZ	New Zealand	NORDICTRACK	304.551	2/1/1999	Class 28	304551	2/1/1999	Icon IP, Inc.		
T037 NZ	New Zealand	PROFORM	165434	5/12/1986	Class 28	7/26/1990	5/12/1986	Icon IP, Inc.		
T047 NZ	New Zealand	WESLO	237,947	8/27/1996	Class 28	237947	6/16/1994	Icon IP, Inc.		
T029 NI	Nicaragua	IMAGE	97-01452	6/24/1997	Class 28	40,174	1/25/1999	Icon IP, Inc.		
T048 NI	Nicaragua	NORDICTRACK			Class 28	60559	3/18/2004	Icon IP, Inc.		
T037 NI	Nicaragua	PROFORM			Class 28	50,749	8/28/2001	Icon IP, Inc.		
T047 NI	Nicaragua	WESLO	97-01451	5/5/1997	Class 28	50744	8/28/2001	Icon IP, Inc.		
T096 NO	Norway	CARDIO	97-4225	5/29/1997	Class 28	187378	12/11/1997	Icon IP, Inc.		
T003 NO	Norway	CROSS TRAINER	947317		Class 28	171.421	3/7/1996	Icon IP, Inc.		
T013 NO	Norway	CROSS WALK	950383	1/20/1995	Class 28	174.362	6/20/1996	Icon IP, Inc.		
T041 NO	Norway	DESIGN (Standing Stick Figure)	957,597	12/5/1995	Class 28	179,242	1/16/1997	Icon IP, Inc.		
T021 NO	Norway	HEALTHRIDER	97.4226	5/29/1997	Class 28	187,932	1/8/1998	Icon IP, Inc.		
T048 NO	Norway	NORDICTRACK	199901796	2/18/1999	Class 28	203879	7/27/2000	Icon IP, Inc.		
T037 NO	Norway	PROFORM	943297	6/14/1994	Class 28	168543	6/22/1995	Icon IP, Inc.		
T066 NO	Norway	Pursuit	19956750	10/27/1995	Class 28	179192	1/16/1997	Icon IP, Inc.		
T047 NO	Norway	WESLO	943296	6/14/1994	Class 28	168,542	6/22/1995	Icon IP, Inc.		
T029 PA	Panama	IMAGE	87539	5/14/1997	Class 28	87539	5/11/1997	Icon IP, Inc.		
T048 PA	Panama	NORDICTRACK	98895	2/18/1999	Class 28	98895	2/18/1999	Icon IP, Inc.		
T029 PY	Paraguay	IMAGE	200.64	2/24/1998	Class 28	322682	2/24/1998	Icon IP, Inc.		
T048 PY	Paraguay	NORDICTRACK	1408	2/1/1999	Class 28	217.215	9/2/1999	Icon IP, Inc.		
T037 PY	Paraguay	PROFORM	6973	4/14/1997	Class 28	322659	5/19/1998	Icon IP, Inc.		
T027 PE	Peru	CADENCE	36734	4/15/1997	Class 28	37572	7/16/1997	Icon IP, Inc.		
T096 PE	Peru	CARDIO	36735	4/15/1997	Class 28	37516	7/15/1997	Icon IP, Inc.		
T013 PE	Peru	CROSS WALK	036.736	4/15/1997	Class 28	38262	8/18/1997	Icon IP, Inc.		
T021 PE	Peru	HEALTHRIDER	36740	4/15/1997	Class 28	38263	8/18/1997	Icon IP, Inc.		

T029 PE	Peru	IMAGE	36737	4/15/1997	Class 28	37573	7/16/1997	Icon IP, Inc.		
T048 PE	Peru	NORDICTRACK	78,806	2/9/1999	Class 28	54558	4/27/1999	Icon IP, Inc.		
T037 PE	Peru	PROFORM	36738	4/15/1997	Class 28	41253	10/14/1997	Icon IP, Inc.		
T047 PE	Peru	WESLO	36739	4/15/1997	Class 28	37517	7/15/1997	Icon IP, Inc.		
T048 PH	Philippines	NORDICTRACK	107234	4/3/1996	Class 28	4-1996-108913	10/8/2000	Icon IP, Inc.		
T021 PL	Poland	HEALTHRIDER	Z-172790	4/25/1997	Class 28	120,520	11/15/2000	Icon IP, Inc.		
T096 PL	Poland	CARDIO	Z-172788	4/25/1997	Class 28	120,552	5/11/2000	Icon IP, Inc.		
T013 PL	Poland	CROSS WALK	Z-172789	4/25/1997	Class 28	120,519	11/15/2000	Icon IP, Inc.		
T029 PL I	Poland	IMAGE Design	73139	5/29/1991	Class 28	73139	5/29/1991	Icon IP, Inc.		
T029 PL	Poland	IMAGE	Z-172791	4/25/1997	Class 28	139069	7/30/2002	Icon IP, Inc.		
T048 PL	Poland	NORDICTRACK	Z 197354	2/3/1999	Class 28	136220	3/26/2002	Icon IP, Inc.		
T037 PL	Poland	PROFORM	Z-172785	4/25/1997	Class 28	120,550	11/15/2000	Icon IP, Inc.		
T047 PL	Poland	WESLO	Z-172786	4/25/1997	Class 28	120,551	11/21/2000	Icon IP, Inc.		
T027 PT	Portugal	CADENCE	313,743	11/16/1995	Class 28	313,743	9/3/1996	Icon IP, Inc.		
T096 PT	Portugal	CARDIO	324,568	6/23/1997	Class 28	324,568	1/6/1998	Icon IP, Inc.		
T013 PT	Portugal	CROSS WALK	324,569	6/23/1997	Class 28	324,569	1/6/1998	Icon IP, Inc.		
T041 PT	Portugal	DESIGN (Standing Stick Figure)	314,388	12/20/1995	Class 28	314,388	9/13/1996	Icon IP, Inc.		
T021 PT	Portugal	HEALTHRIDER	324,570	6/23/1997	Class 28	324,57	1/6/1998	Icon IP, Inc.		
T029 PT	Portugal	IMAGE	324,571	6/23/1997	Class 28	324,571	1/6/1998	Icon IP, Inc.		
T037 PT	Portugal	PROFORM	311,866	8/4/1995	Class 28	311,866	9/4/1996	Icon IP, Inc.		
T027 RO	Romania	CADENCE	43590	4/23/1997	Class 28	28845	4/23/1997	Icon IP, Inc.		
T096 RO	Romania	CARDIO	43591	4/23/1997	Class 28	28846	4/23/1997	Icon IP, Inc.		
T013 RO	Romania	CROSS WALK	43592	4/23/1997	Class 28	28847	4/29/1997	Icon IP, Inc.		
T021 RO	Romania	HEALTHRIDER	43593	4/23/1997	Class 28	28848	4/23/1997	Icon IP, Inc.		
T029 RO	Romania	IMAGE	243587	4/23/1997	Class 28	28842	4/23/1997	Icon IP, Inc.		
T048 RO	Romania	NORDICTRACK	53,381	2/1/1999	Class 28	37341	2/1/1999	Icon IP, Inc.		
T037 RO	Romania	PROFORM	43588	4/23/1997	Class 28	28843	4/23/1997	Icon IP, Inc.		
T047 RO	Romania	WESLO	43589	4/23/1997	Class 28	28844	4/23/1997	Icon IP, Inc.		
T027 RU	Russia	CADENCE	95712352	10/31/1995	Class 28	149710	10/31/1995	Icon IP, Inc.		
T028 RU	Russia	CARDIOGLIDE	95712102	10/27/1995	Class 28	148579	10/27/1995	Icon IP, Inc.		
T013 RU	Russia	CROSS WALK	95712099	10/27/1995	Class 28	148,577	10/27/1995	Icon IP, Inc.		
T041 RU	Russia	DESIGN (Standing Stick Figure)	95713965	12/7/1995	Class 28	150093	2/17/1997	Icon Health & Fitness Inc.		
T021 RU	Russia	HEALTHRIDER	96703650	3/12/1996	Class 28	156111	9/1/1997	Icon IP, Inc.		
T048 RU	Russia	NORDICTRACK	99703097	3/11/1999	Class 28, 35, 37, 41	190362	6/28/2000	Icon IP, Inc.		
T037 RU I	Russia	PROFORM	95 712 098	10/27/1995	Class 28	149,100	10/27/1995	Icon IP, Inc.		
T037 RU	Russia	PROFORM	97707303	5/23/1997	Class 28	177420	7/16/1999	Icon IP, Inc.		
T066 RU	Russia	Pursuit	95712369/50	10/31/1995	Class 28	149712	10/31/1995	Icon IP, Inc.		
T047 RU	Russia	WESLO	95712100	10/27/1995	Class 28	148578	10/27/1997	Weslo Inc.		
T048 SA	Saudi Arabia	NORDICTRACK	39,812	7/15/1997	Class 28	451/30	4/11/1998	Icon IP, Inc.		
T048 SG	Singapore	NORDICTRACK	10163/95	10/24/1995	Class 28	T95/10163G	10/29/1995	Icon IP, Inc.		
T027 ZA	South Africa	CADENCE	97/06362	4/29/1997	Class 28	97/06362	4/29/1997	Icon IP, Inc.		
T096 ZA	South Africa	CARDIO	97/06363	4/29/1997	Class 28	97/06363	4/29/1997	Icon IP, Inc.		
T013 ZA	South Africa	CROSS WALK	97/06364	4/29/1997	Class 28	97/06364	3/2/2000	Icon IP, Inc.		
T021 ZA	South Africa	HEALTHRIDER	97/06365	4/29/1997	Class 28	97/06365	4/29/1997	Icon IP, Inc.		
T029 ZA	South Africa	IMAGE	97/06366	4/29/1997	Class 28	97/06366	11/14/2000	Icon IP, Inc.		
T048 ZA	South Africa	NORDICTRACK	99/01681	2/2/1999	Class 28	1999/01681	4/4/2002	Icon IP, Inc.		
T037 ZA	South Africa	PROFORM	97/06367	4/29/1997	Class 28	97/06367	4/29/2002	Icon IP, Inc.		
T047 ZA	South Africa	WESLO	97/06368	4/29/1997	Class 28	97/06368	4/29/1997	Icon IP, Inc.		
T027 ES	Spain	CADENCE	1994881	11/8/1995	Class 28	1994881	5/12/1989	Icon IP, Inc.		
T013 ES	Spain	CROSS WALK	1,944,359	1/30/1995	Class 28	1944359	9/15/1995	Icon IP, Inc.		
T079 ES	Spain	HAL-RYDER	574,365 M	11/18/1968	Class 28	574,365 M	11/18/1968	Icon IP, Inc.		
T021 ES	Spain	HEALTHRIDER	2,202,379	12/15/1998	Class 28	2,202,379	12/15/1998	Icon IP, Inc.		

T032 ES	Spain	LIFE STYLER	1946339	2/8/1995	Class 28	1,946,339	2/8/1995	Icon IP, Inc.		
T037 ES	Spain	PROFORM	1712086	7/10/1992	Class 28	1712086	4/5/1994	Icon IP, Inc.		
T037 ES.1	Spain	PROFORM	1979689	7/31/1995	Class 25	1979689	2/5/1996	Icon Health & Fitness Inc.		
T047 ES	Spain	WESLO	1,910,542	6/24/1994	Class 28	1910542	6/9/1999	Icon IP, Inc.		
T027 SE	Sweden	CADENCE	95-12375	10/30/1995	Class 28	312379	4/26/1996	Icon IP, Inc.		
T028 SE	Sweden	CARDIOGLIDE	97-008252	9/17/1997	Class 28	332,873	9/3/1999	Icon IP, Inc.		
T013 SE	Sweden	CROSS WALK	95-00559	1/19/1995	Class 28	306,203	11/24/1995	Icon IP, Inc.		
T021 SE	Sweden	HEALTHRIDER	93-03002	10/8/1993	Class 28	254,607	1/21/1994	Icon IP, Inc.		
T021 SE.1	Sweden	HEALTHRIDER & Design	93-02997	3/29/1993	Class 28	254,605	1/21/1994	Icon IP, Inc.		
T029 SE	Sweden	IMAGE	94-07191	7/13/1994	Class 28	300,925	4/21/1995	Icon IP, Inc.		
T032 SE	Sweden	LIFE STYLER	95-00823	1/23/1995	Class 28	311,372	4/12/1996	Icon IP, Inc.		
T066 SE	Sweden	Pursuit	95-12374	10/30/1995	Class 28	312,378	4/26/1996	Icon IP, Inc.		
T047 SE	Sweden	WESLO	94-06424	6/17/1994	Class 28	265,374	3/24/1995	Icon IP, Inc.		
T041 SE	Sweden	DESIGN (Standing Stick Figure)	95-14126	12/7/1995	Class 28	317,255	9/20/1996	Icon IP, Inc.		
T027 CH	Switzerland	CADENCE	433305	10/27/1995	Class 28	433305	10/27/1995	Icon IP, Inc.		
T028 CH	Switzerland	CARDIOGLIDE	444596	2/17/1997	Class 28	444,596	2/17/1997	Icon IP, Inc.		
T013 CH	Switzerland	CROSS WALK	33495	1/18/1995	Class 28	424,527	1/18/1995	Icon IP, Inc.		
T041 CH	Switzerland	DESIGN (Standing Stick Figure)	432,413	12/5/1995	Class 28	432413	12/5/1995	Icon IP, Inc.		
T021 CH	Switzerland	HEALTHRIDER	06255/1997	7/31/1997	Class 28	451437	7/31/1997	Icon IP, Inc.		
T029 CH	Switzerland	IMAGE	4733/1994	7/12/1994	Class 28	423,999	7/12/1994	Icon IP, Inc.		
T032 CH	Switzerland	LIFE STYLER	461/1995.1	1/23/1995	Class 28	425,482	1/23/1995	Icon IP, Inc.		
T048 CH	Switzerland	NORDICTRACK	02817/1999	3/30/1999	Class 28	464,544	9/1/1999	Icon IP, Inc.		
T037 CH	Switzerland	PROFORM	4955/1994.6	8/27/1996	Class 28	430292	8/27/1996	Icon IP, Inc.		
T036 CH	Switzerland	PROFORM	9698/1995.0	8/15/1995	Class 25	442,030	8/19/1995	Icon IP, Inc.		
T035 CH	Switzerland	PROFORM CROSS TRAINER	9204/1994.8	8/27/1996	Class 28	431,991	8/27/1997	Icon IP, Inc.		
T066 CH	Switzerland	Pursuit	12230/1995	10/27/1995	Class 28	433304	10/27/1995	Icon IP, Inc.		
T047 CH	Switzerland	WESLO	4954	7/20/1994	Class 28	424,439 758429	7/20/1994	Icon IP, Inc.		
T003 TW	Taiwan	CROSS TRAINER	83076628	12/23/1994	Class 28	695283	11/1/1995	Icon IP, Inc.		
T013 TW	Taiwan	CROSS WALK	705,118	1/15/1995	Class 28	705118	1/16/1996	Icon IP, Inc.		
T021 TW.1	Taiwan	HEALTHRIDER			Class 28	1241874	12/16/2006	Icon IP, Inc.		
T021 TW	Taiwan	HEALTHRIDER & Design	(84) 040307	8/15/1995	Class 28	730668	10/1/1996	Icon IP, Inc.		
T037 TW	Taiwan	PROFORM	83041938	6/22/1994	Class 28	676174	4/1/1995	Icon IP, Inc.		
T067 TW	Taiwan	SPACE SAVER	92043479	7/14/2003	Class 28	1093311	4/1/2004	Icon IP, Inc.		
T047 TW.1	Taiwan	WESLO	82041943	4/1/1985	Class 86	277,982	4/1/1985	Icon IP, Inc.		
T047 TW	Taiwan	WESLO	83041943	6/22/1994	Class 78	713659	4/1/1996	Icon IP, Inc.		
T027 MA.1	Tangier	CADENCE	12,023	5/12/1997	Class 28	12,023	5/12/1997	Icon IP, Inc.		
T096 MA.1	Tangier	CARDIO	12-027	5/29/1997	Class 28	12,027	5/29/1997	Icon IP, Inc.		
T013 MA.1	Tangier	CROSS WALK	12,022	5/29/1997	Class 28	12,022	5/29/1997	Icon IP, Inc.		
T021 MA.1	Tangier	HEALTHRIDER	12,021		Class 28	12,021	5/29/1997	Icon IP, Inc.		
T029 MA.1	Tangier	IMAGE	12025	5/29/1997	Class 28	12,025	5/29/1997	Icon IP, Inc.		

T048 MA.1	Tangier	NORDICTRACK	15.007	2/4/1997	Class 28	15,007	2/4/1999	Icon IP, Inc.		
T037 MA.1	Tangier	PROFORM	12026	5/29/1997	Class 28	12026	5/29/1997	Icon IP, Inc.		
T047 MA.1	Tangier	WESLO	12.024	5/29/1997	Class 28	12024	5/29/1997	Icon IP, Inc.		
T048 TH	Thailand	NORDICTRACK	386303	4/30/1999	Class 28	TM107948	4/30/1999	Icon IP, Inc.		
T096 UA	Ukraine	CARDIO	97051456/T	5/27/1997	Class 28	18325	2/15/2001	Icon IP, Inc.		
T013 UA	Ukraine	CROSS WALK	97051451/T	5/27/1997	Class 28	18321	2/15/2001	Icon IP, Inc.		
T021 UA	Ukraine	HEALTHRIDER	97051450/T	5/27/1997	Class 28	18320	12/15/1991	Icon IP, Inc.		
T029 UA	Ukraine	IMAGE	97.051454/T	5/17/1997	Class 28	18324	2/15/2001	Icon IP, Inc.		
T048 UA	Ukraine	NORDICTRACK	99030785	3/15/1999	Classes 28, 35, and 41	25518	6/17/2002	Icon IP, Inc.		
T037 UA	Ukraine	PROFORM	97051453/T	5/27/1997	Class 28	18323	2/15/2001	Icon IP, Inc.		
T047 UA	Ukraine	WESLO	97051452/T	5/27/1997	Class 28	18322	2/15/2001	Icon IP, Inc.		
T048 AE	United Arab Emirates	NORDICTRACK	22,302	6/23/1997	Class 28	19111	1/4/1999	Icon IP, Inc.		
T027 GB	United Kingdom	CADENCE	2042709	10/27/1995	Class 28	2042709	10/27/1995	Icon IP, Inc.		
T028 GB	United Kingdom	CARDIOGLIDE	2,023,607	6/12/1995	Class 28	2023607	6/12/2005	Icon IP, Inc.		
T013 GB	United Kingdom	CROSS WALK	2007871	1/17/1995	Class 28	2,007,871	1/17/1995	Icon IP, Inc.		
T041 GB	United Kingdom	DESIGN (Standing Stick Figure)	2,047,443	12/4/1995	Class 28	2,047,443	12/4/1995	Icon IP, Inc.		
T021 GB	United Kingdom	HEALTHRIDER	2013197	3/6/1995	Class 28	2,013,197	1/15/1996	Icon IP, Inc.		
T029 GB	United Kingdom	IMAGE	1,577,859	7/12/1994	Class 28	1,577,859	7/12/1994	Icon IP, Inc.		
T032 GB	United Kingdom	LIFE STYLER	2,008,381	1/19/1995	Class 28	2008381	1/19/1995	Icon IP, Inc.		
T037 GB	United Kingdom	PROFORM	2,025,309	5/14/1986	Class 28	2,025,309	6/27/1995	Icon IP, Inc.		
T037 GB.1	United Kingdom	PROFORM	1267096	5/14/1986	Class 28	B1,267,096	5/14/1986	Icon IP, Inc.		
T066 GB	United Kingdom	Pursuit	2042707	10/27/1995	Class 28	2042707	10/27/1995	Icon IP, Inc.		
T047 GB	United Kingdom	WESLO	1575354	6/14/1994	Class 28	1,575,354	6/14/1994	Icon IP, Inc.		
T029 UY	Uruguay	IMAGE	294.701	4/15/1997	Class 28	294701	7/16/1998	Icon IP, Inc.		
T048 UY	Uruguay	NORDICTRACK	310351	2/4/1999	Class 28	310,351	10/22/2001	Icon IP, Inc.		
T037 UY	Uruguay	PROFORM	294.703	4/15/1997	Class 28	294703	7/16/1998	Icon IP, Inc.		
T047 UY	Uruguay	WESLO	294.702	4/15/1997	Class 28	294702	7/16/1998	Icon IP, Inc.		
T096 VE	Venezuela	CARDIO	9096-97	5/8/1997	Class 28	P-206376	7/31/1998	Icon IP, Inc.		
T021 VE	Venezuela	HEALTHRIDER	9099-97	5/8/1997	Class 28	P-206900	7/31/1998	Icon IP, Inc.		

Country	Trademark	Application No	Filing Date	International Class Description	Owner	Registration No.	Registration Date	
Argentina	FREE MOTION	3049032	11/25/2010	Class 28	Icon IP, Inc.			
Australia	Space Saver	1375368	8/2/2010	Class 28	Icon IP, Inc.			
Brazil	CABLE CROSS	826273017	2/20/2004	Class 28	Icon IP, Inc.			
Brazil	CROSS BOW	826213537	1/16/2004	Class 28	Icon IP, Inc.			
Brazil	IFIT	826235182	2/4/2004	Class 5	Icon IP, Inc.			
Brazil	CADENCE	819891240	4/22/1997	Class 28	Icon IP, Inc.			
Brazil	PROFORM	818413336	4/18/1995	Class 28	Icon IP, Inc.			
Brazil	NORDICTRACK	826235190	2/4/2004	Class 3	Icon IP, Inc.			
Brazil	NORDICTRACK	826235174	2/4/2004	Class 25	Icon IP, Inc.			
Brazil	N NORDICTRACK & DESIGN	826235352	2/4/2004	Class 3	Icon IP, Inc.			
Brazil	N NORDICTRACK & DESIGN	826235310	2/4/2004	Class 25	Icon IP, Inc.			
Brazil	FREE MOTION	830885056	12/9/2010	Class 28	Icon IP, Inc.			
Canada	5 STAR DESIGN	1199976	Filed 12/19/2003	Class 5, 9, 16	Icon IP, Inc.			
Canada	PROFORM	1199980	12/19/2003	Classes 3, 5, 9 and 25	Icon IP, Inc.			
Canada	N NORDICTRACK & DESIGN	1199979	12/19/2003	Class 3, 5, 25, 28, 29, 30	Icon IP, Inc.			
Canada	FIT ELEMENTS	1282754	12/13/2005	Class 28	Icon IP, Inc.			
Canada	EPIC	1282755	12/13/2005	Class 28	Icon IP, Inc.			
CHILE	FREEMOTION	965618	8/16/2011	Class 28	Icon IP, Inc.			
China	IFIT	3971002	3/22/2004	Class 32	Icon IP, Inc.			
China	ICON	3747207	10/9/2003	Class 30	Icon IP, Inc.			
China	PROFORM	3971001	3/22/2004	Class 32	Icon IP, Inc.			
China	N NORDICTRACK & DESIGN	3791678	11/10/2003	Class 28	Icon IP, Inc.			
China	N NORDICTRACK & DESIGN	3791677	11/10/2003	Class 25	Icon IP, Inc.			
China	FIT ELEMENTS	5062017	12/15/2005	Class 28	Icon IP, Inc.			
China	EPIC	5062016	12/15/2005	Class 28	Icon IP, Inc.			

China	rip:60	9758450	7/25/2011	Class 9	Icon IP, Inc.			
China	rip:60	?	7/25/2011	Class 28	Icon IP, Inc.			
China	X-Factor	9758452	7/25/2011	Class 28	Icon IP, Inc.			
Columbia	PRO-FORM	11093962	7/27/2011	Class 28	Icon IP, Inc.			
CT	NORDICTRACK	3614906	1/16/2004	Classes 3, 5, 9, 25, 29 & 30	Icon IP, Inc.			
CT	N NORDICTRACK	3618592	1/16/2004	Classes 3, 5, 25, 28, 29 and 30	Icon IP, Inc.			
CT	FIT EMOTION	2682557	5/3/2002	Classes 25 & 28	Icon IP, Inc.			
CT	FREE EMOTION	2683266	5/3/2002	Classes 25 & 28	Icon IP, Inc.			
Egypt	CROSS WALK	106,577	4/23/1997	Class 28	Icon IP, Inc.			
Egypt	IMAGE	106,572	4/23/1997	Class 28	Icon IP, Inc.			
Egypt	NORDICTRACK	108241	7/8/1997	Class 28	Icon IP, Inc.			
Egypt	CARDIO	106576	4/23/1997	Class 28	Icon IP, Inc.			
El Salvador	WESLO	1250/99	2/24/1999	Class 28	Icon IP, Inc.			
Hong Kong	rip:60	301982953	7/22/2011	Class 9 & 28	Icon IP, Inc.			
Hong Kong	X-Factor	301982944	7/22/2011	Class 28	Icon IP, Inc.			
Hong Kong	FREEMOTION	301988308	7/28/2011	Class 28	Icon IP, Inc.			
Iran	FREE MOTION	85061260	9/6/2006	Class 28	Icon IP, Inc.			
Japan	CROSS WALK (and Katakana translation)	2008 038521	5/20/2008	Class 28	Icon IP, Inc.			
Japan	PROFORM (and Katakana translation)	2008-17445	3/7/2008	Class 25	Icon IP, Inc.			
Japan	ECOFIT (and Katakana translation)	2008-17448	3/7/2008	Class 25 and 28	Icon IP, Inc.			
JP	IFIT	3/3/2008	2008 15847	Class 25, 28, 41	Icon IP, Inc.			
JP	IFIT Japanese Translation	3/3/2008	2008 015848	Class 25, 28, 41	Icon IP, Inc.			
Malaysia	Free Motion	2011012725	7/12/2011	Class 28	Icon IP, Inc.			
Mexico	PROFORM	636350	1/7/2004	Class 41	Icon IP, Inc.			
Mexico	FREEMOTION	1203266	8/15/2011	Class 28	Icon IP, Inc.			
Nigeria	CROSS WALK	TP 31184	6/2/1997	Class 28	Icon IP, Inc.			
Nigeria	HEALTHERRIDE R	TP 31189	6/2/1997	Class 28	Icon IP, Inc.			
Nigeria	CADENCE	TP 31186	6/2/1997	Class 28	Icon IP, Inc.			
Nigeria	IMAGE	TP 31185	6/2/1997	Class 28	Icon IP, Inc.			

Nigeria	PROFORM	TP 31187	6/2/1997	Class 28	Icon IP, Inc.			
Nigeria	WESLO	TP 31190	6/13/1997	Class 28	Icon IP, Inc.			
Nigeria	NORDICTRACK	TP39325/99		Class 28	Icon IP, Inc.			
Nigeria	CARDIO	TP 31188	6/2/1997	Class 28	Icon IP, Inc.			
Norway	iFIT	201013364	12/22/2010	Class 28 & 41	Icon IP, Inc.			
South Korea	FREE MOTION	40-2010-00603	11/23/2010	Class 28	Icon IP, Inc.			
Taiwan	NORDICTRACK	100036800	7/21/2011	Class 28	Icon IP, Inc.			
Taiwan	IFIT	100044262	8/29/2011	Class 28 & 41	Icon IP, Inc.			
Taiwan	FREEMOTION	100035739	7/15/2011	Class 28	Icon IP, Inc.			
Venezuela	IMAGE	9101-97	5/8/1997	Class 28	Icon IP, Inc.			
Venezuela	NORDICTRACK	1313-99	2/4/1999	Class 28	Icon IP, Inc.			

EXHIBIT A-2

Material Licensed, Controlled and Used Trademark Registrations

REEBOK INTERNATIONAL LTD. And REEBOK INTERNATIONAL LIMITED: REEBOK

Gold's Gym Merchandising, Inc.: GOLD'S GYM

WEIDER Health and Fitness: WEIDER

NIKE International Limited: NIKE +

APPLE: MADE FOR IPOD

Societe du Tour de France: TOUR DE FRANCE

EXHIBIT B

Infringement on Trademarks, Trademark Registrations and Trademark Rights

13915.25 4	ICON v. Medical Productions and Hooman Zohoor
13915.28 7	ICON v. Youfit
	ifitnessdirect.com
13915.26 7	www.freemotionrehab.com
13915.26 8	www.freemotionpt.com
13915.26 9	www.ifitgourmet.com
13915.27 0	www.ifitgolf.com
13915.27 1	UDRP Action re: www.ifitcables.com
13915.27 2	www.iphit.net
13915.27 6	IMFIT
13915.27 7	iFitness, Inc. – Florida company
13915.28 2	iFitsique
13915.28 3	Twitter and Facebook Squatters
13915.31 2	Investigation re: IXFIT
13915.32 1	X Factor Copyright Investigation (Monroe)
13915.32 6	Investigation of Mi Fit
13915.34 9	Investigation of UbiFit YouTube Video
13915.35 0	Investigation of NikeiFit YouTube Video
13915.35 1	Investigation of iFit (iphone app) YouTube Video
13915.35 2	Investigation of iFit30 (Fitness Focus) YouTube Video
13915.35 3	Investigation of iFit (Fitness Program) YouTube Video

13915.35 4	Investigation of IFit (Personal Training) YouTube Video
13915.35 5	Investigation re: "I Fit for Canada" itunes app
13915.35 6	Investigation re: "iFitting" itunes app
13915.35 7	Investigation re: "iFitnessPedia" itunes app
13915.35 8	Investigation re: "iFitness – Male" and iFitness – Female" itunes apps
13915.35 9	Investigation re: "iFit Fitness Monitor"
13915.36 0	Investigation re: Worksmart Labs, Inc. "CardioTrainer" app
13915.36 1	Investigation re: www.ifittechnologies.com
13915.36 2	Investigation re: "iFit" blackberry App
13915.36 5	ifitness.com
13915.36 6	ifitFitness.com
13915.25 3	ICON v. Epic Athletic Performance
59665.001 8	Icon IP, Inc. v. Todd F. Coulter
59665.002 3	Icon IP, Inc. v. Fitness Anywhere LLC
	(Colombia) Carrefour/ZAPF/Goodball: ab GLIDER/PRFORM
	(China) Shanhai Difei Shan Mao You Xian Gong Si: TIFIT
	(Portugal)Luis Filipe Almeida Sousa: FLEXIFIT
	(Spain)I FITNESS INSTALACIONES DEPORTIVAS: IFITNESS
	(China) Yang Guangwei: WEI DAN TOYS
	(Germany)BIFIT

	(Germany) HyFit
	(France) WESCO
	(Taiwan) Charten International, Inc. : MI FIT
	(Austria) Schrempf C. Und C. Schrempf: FREE MOTION
	(China) SHINEDA LIMITED: AB Glider
	(Italy) Pompeo Srl: FREE MOTION
	(Portugal) Nuno Cabral Meneses Alvares Ribeiro: IFix
	Infringers on ALIBABA.com
	(UAE) FREEM
	(Germany) IFIS
	(SPAIN)IFIT and IFITNESS
	(Canada) IFIT
	(Taiwan) IFIT
	(China) IFIT
	(UK) NEWIMAGE
	(Mexico) NordicTrain
	(Columbia) PERFORM
	(Taiwan) TIFIT

-

EXHIBIT C

Encumbrances on Trademarks

As set forth on Exhibit A-1 attached hereto.

EXHIBIT D

Litigation Accusing Trademark Infringement

Attorney Ref.	Description
59665.0026	Fitness Anywhere LLC v. Icon IP, Inc.
59665.0028	Fitness Anywhere LLC v. Icon IP, Inc.
13915.109	Life Fitness

ANNEX A

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, ICON HEALTH & FITNESS, INC., a Delaware corporation (the "Borrower"), HF HOLDINGS, INC., a Delaware corporation ("Holdings"), ICON INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("International"), UNIVERSAL TECHNICAL SERVICES, a Utah corporation ("Universal"), FREE MOTION FITNESS, INC., a Utah corporation ("Free Motion"), ICON IP, INC., a Delaware corporation ("ICON IP"), 510152 N.B. LTD., a Canadian corporation ("ICON New Brunswick"), ICON DU CANADA INC., a Canadian corporation ("ICON du Canada", and with Borrower, Holdings, International, Universal, Free Motion, ICON IP, and ICON New Brunswick, collectively, the "Grantors"), have adopted and used and are using the trademarks and service marks (the "Marks") identified on the Exhibit I hereto, and are the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Exhibit I; and

WHEREAS, BANK OF AMERICA, N.A. (the "Administrative Agent"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Administrative Agent all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Administrative Agent shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, _____.

[Remainder of page intentionally left blank]

ICON HEALTH & FITNESS, INC.

By: _____
Name: _____
Title: _____

FREE MOTION FITNESS, INC.

By: _____
Name: _____
Title: _____

HF HOLDINGS, INC.

By: _____
Name: _____
Title: _____

**ICON INTERNATIONAL HOLDINGS,
INC.**

By: _____
Name: _____
Title: _____

ICON IP, INC.

By: _____
Name: _____
Title: _____

UNIVERSAL TECHNICAL SERVICES

By: _____
Name: _____
Title: _____

510152 N.B. LTD.

By: _____
Name: _____
Title: _____

ICON DU CANADA INC.

By: _____
Name: _____
Title: _____

ICON – ALTRA LLC

By: ICON HEALTH & FITNESS, INC., its
Manager and Sole Member

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantors to the Administrative Agent is hereby accepted as of the _____ day of _____, ____.

**BANK OF AMERICA, N.A., as
Administrative Agent**

By: _____
Title:

COUNTY OF

[Seal]

My commission expires:

EXHIBIT I

Trademarks and Trademark Registrations

Trademark Application No. File Date	Registration No. Registration Date

Pending Applications

Trademark Application No. File Date