

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ICON IP, Inc.		10/31/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BACK BAY CAPITAL LLC
<b>Street Address:</b>	40 Broad Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Registration Number:	1346441	PRO FORM
Registration Number:	1465620	WESLO
Registration Number:	1488669	NORDICTRACK
Registration Number:	1525754	PRO FORM
Registration Number:	1534477	TOTAL ARM BLASTER
Registration Number:	1551123	AIR WALKER
Registration Number:	1588004	CADENCE
Registration Number:	1637694	AERO
Registration Number:	1683076	CUSHION DECK
Registration Number:	1709407	HEALTHRIDER
Registration Number:	1718385	PRO FORM
Registration Number:	1777995	CROSS WALK
Registration Number:	1930107	IMAGE
Registration Number:	1937301	CARDIOGLIDE

CH \$1440.00 1346441

Registration Number:	1974468	
Registration Number:	1974511	
Registration Number:	2013170	WORKOUT WAREHOUSE
Registration Number:	2070489	CARDIO TRAINER
Registration Number:	2093932	PERSONAL TRAINER
Registration Number:	2100837	
Registration Number:	2107513	EASY STRIDE
Registration Number:	2128780	POWER INCLINE
Registration Number:	2164953	ICON
Registration Number:	2194526	ACCESS
Registration Number:	2199276	GET THERE
Registration Number:	2265312	SOFT STRIDER
Registration Number:	2327478	AEROBICRIDER
Registration Number:	2354291	ZONE TONER
Registration Number:	2466267	FREE MOTION
Registration Number:	2466474	IFIT.COM
Registration Number:	2482096	NORDICTRACK
Registration Number:	2482304	SPACE SAVER
Registration Number:	2484907	I FIT.COM
Registration Number:	2529777	IFIT.COM INTERACTIVITY
Registration Number:	2566757	
Registration Number:	2618509	I FIT
Registration Number:	2652123	NORDICTRACK
Registration Number:	2915224	NORDICTRACK
Registration Number:	2929820	CABLE CROSS
Registration Number:	2938903	CROSSBAR BY WEIDER
Registration Number:	2940801	EPIC STRENGTH
Registration Number:	2940871	M FREEMOTION
Registration Number:	2944885	PRO FORM
Registration Number:	2946735	CROSS BOW
Registration Number:	2955760	5 STAR
Registration Number:	2961089	CROSSBAR
Registration Number:	2961997	M
Registration Number:	2961998	EPIC STRENGTH
Serial Number:	78197857	NORDICTRACK

Serial Number:	78235647	PROFORM
Serial Number:	78246056	NORDICTRACK
Serial Number:	78246177	NORDICTRACK
Serial Number:	78275242	N
Serial Number:	78275246	N NORDICTRACK
Serial Number:	78652450	FREE MOTION FITNESS
Serial Number:	78652456	EPIC
Serial Number:	78652460	FIT ELEMENTS

**CORRESPONDENCE DATA**

Fax Number: (617)897-0967  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-310-6000  
Email: fercug@gtlaw.com  
Correspondent Name: Greenberg Traurig LLP  
Address Line 1: One International Place  
Address Line 2: Floor 20  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	46380-010200
NAME OF SUBMITTER:	Chinh H. Pham
Signature:	/chinh h. pham/
Date:	12/02/2005

**Total Attachments: 105**

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**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of October 31, 2005 between ICON IP, INC., a Delaware corporation, (the "Assignor"), and BACK BAY CAPITAL FUNDING LLC, as administrative agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Junior Term Loan Credit Agreement dated as of even date herewith (as amended and in effect from time to time, the "Credit Agreement"), by and among ICON Health & Fitness, Inc. (the "Borrower"), the Assignor, the other Credit Parties party thereto, the Lenders, and the Agent.

WHEREAS, the Assignor is a subsidiary of the Borrower and as such will derive direct and indirect benefits from the making of the Term Loan 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 Assignor execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a Trademark Collateral Assignment Agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignor's 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 Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

WHEREAS, pursuant to the terms of that certain Revolving Credit Agreement dated as of even date herewith (as amended and in effect from time to time, the "Revolving Credit Agreement" and, together with all documents, instruments and agreements executed pursuant thereto, collectively, the "Revolving Credit Documents"), by and among the Borrower, the Company, the other Credit Parties named therein, and Bank of America, N.A., as administrative agent (the "Revolving Lender Agent") for itself and other lending institutions which are, or may in the future become, parties thereto (collectively, the "Revolving Lenders"), the Assignor is obligated to the Revolving Lender Agent and the Revolving Lenders, which obligations are secured by the collateral set forth herein; and

WHEREAS, the Administrative Agent, the Revolving Lender Agent, the Company and the other Credit Parties named therein are parties to that certain Intercreditor Agreement of even date herewith (as amended and in effect from time to time, the "Intercreditor Agreement") setting forth the relative priorities of liens held by the Revolving Lender Agent for the benefit of the Revolving Lenders and the Administrative Agent for the benefit of the Lenders with respect to

the collateral referred to therein, including, without limitation the collateral set forth herein, securing the respective obligations of the Company and the other Credit Parties to such parties.

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 and the Security Agreement. In addition, the following terms shall have the meanings as set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

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

Pledged Trademarks. All of the Assignor'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.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor 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 the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor 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 the Assignor, 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 the Assignor (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 Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor 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 the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor 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 the Assignor or the 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 the Assignor or the 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 the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor 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 the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 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, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and second priority lien on the Pledged Trademarks (subject solely to the Liens of the Senior Credit Facility Agent under the Senior Credit Facility Loan Documents, as such terms are defined in the Credit Agreement), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the 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 Agent's remedies under this Trademark Agreement and the Security Agreement.

**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 §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, the Assignor'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 Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Term Loan 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 the Assignor to the Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security

Agreement, and all rights and interests of the 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, assignment, transfer and conveyance 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 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 Marks), or any present or future rights and interests of the 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 Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor 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 Agent (and the obligations of the Assignor) 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.**

The Assignor represents, warrants and covenants that except as set forth on Schedule 6.7 of the Credit Agreement: (i) Schedule A sets forth a true and complete list of all Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations set forth on Schedule A 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; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations set forth on Schedule A is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (vii) the Assignor 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 Schedule A; (viii) the Assignor 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; (ix) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected second-priority security interest in the Pledged Trademarks (subject solely to the liens of the Revolving Lender Agent under the Revolving Credit Documents) upon making the filings referred to in clause (x) of this §3; and (x) except for the filing of financing statements with the Secretary of State of the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, 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 the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

#### 4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent and the Lenders and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Pledged 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 Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor'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, the Assignor 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 the Assignor shall provide to the Agent notice thereof in writing on a quarterly basis and in accordance with the terms agreed to in the Credit Agreement and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**6.2. Amendment to Schedule.** The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6 so long as such is not inconsistent with any of such future Trademarks, Trademark Registrations or Trademark Rights that the Assignor provides notice of to the Agent.

#### 7. TRADEMARK PROSECUTION.

**7.1. Assignor Responsible.** The Assignor 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 Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the 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. Assignor's Duties, etc.** The Assignor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the 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 Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld, unless such abandonment is made by the Assignor 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. Assignor's Enforcement Rights.** The Assignor shall have the right and the duty to bring suit or other action in the Assignor'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, the Assignor 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. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent pursuant to this §7.3.

**7.4. Protection of Trademarks, etc.** In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as, in the Assignor's reasonable business judgment, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks except as provided in §7.6 of the Credit Agreement. The Assignor shall not 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 Assignor.** On a quarterly basis, the Assignor will notify the 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 the Assignor's rights, title or interests in and to the Pledged Trademarks.

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2 herein, 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 as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, 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 the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the

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 or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor 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 Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the 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 the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the 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 the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

#### **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the 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 Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders 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 Agent under this power of attorney (except for the 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.**

The Assignor 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 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 Agent the grant, perfection and priority of the 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, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor 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 Agent pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the 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 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 Assignor.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'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 EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES,**

**DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER 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 in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

- (a) if to the Assignor, at the address set forth in §19 of the Credit Agreement; and
- (b) if to the Agent, at the address set forth in §19 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent and the Assignor, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the 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 IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**20. WAIVER OF JURY TRIAL.**

**THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor 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. The Assignor (i) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

## **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 the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders 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 Assignor acknowledges receipt of a copy of this Trademark Agreement.

## **22. INTERCREDITOR MATTERS.**


Notwithstanding anything to the contrary contained herein, the rights of the Administrative Agent and the Lenders, and the obligations of the Assignor as set forth herein are subject to the terms and conditions of the Intercreditor Agreement. To the extent that the Assignor is required to deliver, endorse, pay over or otherwise provide possession or control over any of the collateral set forth herein to the Administrative Agent or Lenders hereunder, such obligations shall be subject to the rights of the Revolving Lender Agent and Revolving Lenders to such collateral as set forth in the Intercreditor Agreement. Further, any representation, warranty or covenant by the Company in this Agreement that the collateral is not and shall not be subject to any liens, encumbrances or other restrictions, shall specifically be qualified by the liens and rights of the Revolving Lender Agent for the benefit of the Revolving Lenders with respect to the collateral pursuant to the Revolving Credit Documents and as set forth in the Intercreditor Agreement. The limitations and qualifications set forth in this §22 be effective solely to recognize the rights of the Revolving Lender Agent and Revolving Lenders and shall not otherwise impair the pledge and security interests granted by the Assignor to the Administrative Agent pursuant to this Agreement and the Security Agreement. The parties acknowledge that to the extent that the obligations of the Assignor and the other Credit Parties to the Revolving Lender Agent and Revolving Lenders arising under the Revolving Credit Documents have been satisfied and such parties have no further obligations to make loans or advances to the Borrower thereunder, the limitations and qualifications set forth in this §22 shall be of no further force or effect and the Assignor covenants to take all such actions set forth herein and necessary to give effect to the provisions of this Agreement.



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

**ICON IP, INC.**

By:   
Name: S. Fred Beck  
Title: President

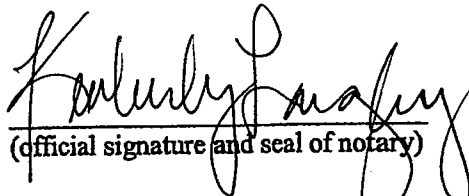
**BACK BAY CAPITAL FUNDING LLC**

By: \_\_\_\_\_  
Name: Michael L. Pizette  
Title: Managing Director

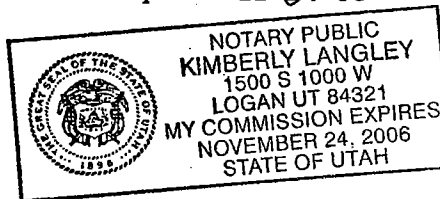
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Cache )

On this \_\_\_ day of October, 2005, before me, the undersigned notary public, personally appeared S. Fred Beck, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of ICON IP, Inc., a

  
(official signature and seal of notary)

My commission expires: 11-24-06



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

**ICON IP, INC.**

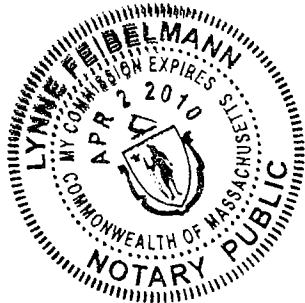
By: \_\_\_\_\_  
Name: S. Fred Beck  
Title: President

**BACK BAY CAPITAL FUNDING LLC**

By:  \_\_\_\_\_  
Name: Michael L. Pizette  
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this 31st day of October, 2005, before me, the undersigned notary public, personally appeared Michael L. Pizette, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Managing Director of Back Bay Capital Funding LLC, a Delaware limited liability company.



Lynne E. Belmann  
(official signature and seal of notary)

My commission expires: 4/2/2010

**SCHEDULE A**

**Trademarks and Trademark Registrations**  
**United States Patent and Trademark Office**

Trademark Application No. File Date	Registration No. Registration Date
5 STAR DESIGN 983542 Filed: 12/31/2003	Reg. No. 983542 Reg. Date 6/7/2004
5 STAR DESIGN 636323 Filed 1/7/2004	Reg. No. 833856 Reg. Date 5/28/2004
5 STAR DESIGN 78/317,679 Filed: 10/23/2003	Reg. No. 2,955,760 Reg. Date 5/24/2005
AB WORKS	Reg. No. 456,889 Reg. Date 12/7/1998
CROSS TRAINER 649,185 12/22/1994	Reg. No. 649,185 Reg. Date 12/22/1994
CROSS TRAINER 839,488 12/22/1994	Reg. No. 564,434 Reg. Date 12/22/1994
CROSS TRAINER 771,907 12/23/1994	Reg. No. 467,872 Reg. Date 12/18/1996
CROSS TRAINER 94/550510 12/22/1994	Reg. No. 94 550 510 Reg. Date 12/22/1994
CROSS TRAINER T094C003523 12/23/1994	Reg. No. 691,721 Reg. Date 11/21/1996
CROSS TRAINER 6-129216 12/26/1994	Reg. No 4314400 Reg. Date 9/10/1999
CROSS TRAINER 220863 1/2/1995	Reg. No. 503, 896 Reg. Date 9/18/1995
CROSS TRAINER 947317	Reg. No. 171,421 Reg. Date 3/7/1996
CROSS TRAINER 83076628 12/23/1994	Reg. No. 00695283 Reg. Date 11/1/1995
CROSSBAR BY WEIDER 78/275,221 7/16/2003	Reg. No. 2,938,903 Reg. Date 4/5/2005
CROSSBAR 78/275,216 7/16/2003	Reg. No. 2,961,089 Reg. Date 6/7/2005

Trademark Application No. File Date	Registration No. Registration Date
CROSSBAR 984,226 1/7/2004	Reg. No. 984,226 Reg. Date 7/7/2004
CROSSBAR 1,202,987 1/8/2004	Reg. TMA 648982 Reg. Date 9/26/2005
CROSSBAR 636,346 1/7/2004	Reg. No. 833,857 Reg. Date 5/28/2004
ACCESS 75/046075 1/19/1996	Reg. No. 2,194,526 Reg. Date 10/13/1998
CABLE CROSS 1,199,975 12/19/202003	Reg. No. TMA 642,677 Reg. Date 6/22/2005
CABLE CROSS 3615218 1/16/2004	Reg. No. 3,615,218 Reg. Date 5/18/2005
CABLE CROSS 78/290,374 8/21/2003	Reg. No. 2,929,820 Reg. Date 3/1/2005
M Logo 984,224 1/7/2004	Reg. No. 984,224 Reg. Date 9/8/2004
M DESIGN 1,199,974 12/19/2003	Reg. No. 642,612 Reg. Date 6/21/2005
M Logo 636,320 1/7/2004	Reg. No. 866,277 Reg. Date 1/28/2005
M Logo 78/246,328 5/6/2003	Reg. No. 2,961,997 Reg. Date 6/14/2005
M FREEMOTION 78/281,727 7/31/2003	Reg. No. 2,940,871 Reg. Date 4/12/2005
FREE MOTION 75/638192 2/10/1999	Reg. No. 2466267 Reg. Date 7/3/2001
FREE MOTION 1,024,823 8/5/1999	Reg. No. TMA 551,255 Reg. Date 9/20/2001
FREE MOTION 3502481 3/27/2003	Reg. No. 3502481 Reg. Date 4/28/2005
FREE MOTION 1271014 8/9/1999	Reg. No. 1271014 Reg. Date 11/13/2000

Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 7601 10/16/1997	Reg. No. 17,846 Reg. Date 10/16/1997
CROSS WALK 2077064 4/10/1997	Reg. No. 1,676,371 Reg. Date 7/24/1998
CROSS WALK AM 5755/97 10/16/1997	Reg. No. 176,670 Reg. Date 7/13/1998
CROSS WALK 651,351 1/24/1995	Reg. No. 651,351 Reg. Date 1/24/1995
CROSS WALK 97.3088 6/3/1997	Reg. No. 990,986 Reg. Date 9/22/1999
CROSS WALK BAZ971742A 4/29/1997	Reg. No. BAZ971742 Reg. Date 4/29/1997
CROSS WALK 819891231 4/29/1997	Reg. No. 819891231 Reg. Date 11/30/1999
CROSS WALK 840,811 1/19/1995	Reg. No. 565,664 Reg. Date 1/19/1995
CROSS WALK 777,810 3/14/1995	Reg. No. 501,305 Reg. Date 9/28/1998
CROSS WALK 33495 1/18/1995	Reg. No. 424,527 Reg. Date 1/18/1995
CROSS WALK 379,462 6/6/1997	Reg. No. 587,496 Reg. Date 10/25/2001
CROSS WALK 97-020703 4/18/1997	Reg. No. 206,004 Reg. Date 2/24/1998
CROSS WALK 2833-97 4/23/1997	Reg. No. 104,798 Reg. Date 11/24/1997
CROSS WALK OZ 122245 5/16/1997	Reg. No. 219,468 Reg. Date 8/23/1999
CROSS WALK 395 02 321.1 1/20/1995	Reg. No. 395 02 321.1 Reg. Date 10/23/1995
CROSS WALK 02806/1997 6/4/1997	Reg. No. 03201 Reg. Date 7/25/1997



Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 97/0635 5/10/1997	Reg. No. 052736 Reg. Date 5/10/1997
CROSS WALK 1,944,359 1/30/1995	Reg. No. 1944359 Reg. Date 9/15/1995
CROSS WALK T199702325 6/6/1997	Reg. No. 210040 Reg. Date 5/29/1998
CROSS WALK 95/560524 2/28/1995	Reg. No. 95560524 Reg. Date 2/28/1995
CROSS WALK 2007871 1/17/1995	Reg. No. 2,007,871 Reg. Date 1/17/1995
CROSS WALK 012256103 6/2/1997	Reg. No. 9780 Reg. Date 6/15/1998
CROSS WALK 134,074 8/1/1997	Reg. No. 134,074 Reg. Date 4/19/1999
CROSS WALK 2543-97 4/9/1997	Reg. No. 87,845 Reg. Date 10/8/1997
CROSS WALK 13980196 11/6/1996	Reg. No. 11993/1997 Reg. Date 11/6/1996
CROSS WALK Z970650A 4/25/1997	Reg. No. Z970650 Reg. Date 5/14/1998
CROSS WALK M97 01580 5/9/1997	Reg. No. 153,332 Reg. Date 8/24/1998
CROSS WALK T0950000353 2/1/1995	Reg. No. 716118 Reg. Date 7/16/1997
CROSS WALK 62.745 5/16/1997	Reg. No. 62,745 Reg. Date 5/16/1997
CROSS WALK 12,022 5/29/1997	Reg. No. 12,022 Reg. Date 5/29/1997
CROSS WALK 223,901 2/8/1995	Reg. No. 489,380 Reg. Date 2/8/1995
CROSS WALK 950383 1/20/1995	Reg. No. 174,362 Reg. Date 6/20/1996

Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 277,401 5/29/1997	Reg. No. 277,401 Reg. Date 5/29/1997
CROSS WALK 036 736 4/15/1997	Reg. No. 038262 Reg. Date 8/18/1997
CROSS WALK Z-172789 4/25/1997	Reg. No. 120,519 Reg. Date 11/15/2000
CROSS WALK 324,569 6/23/1997	Reg. No. 324,569 Reg. Date 1/6/1998
CROSS WALK 043592 4/23/1997	Reg. No. 28847 Reg. Date 4/23/1997
CROSS WALK 95712099 10/27/1995	Reg. No. 148,577 Reg. Date 10/27/1995
CROSS WALK 95-00559 1/19/1995	Reg. No. 306,203 Reg. Date 11/24/1995
CROSS WALK 705,118 1/15/1995	Reg. No. 00705118 Reg. Date 1/16/1996
CROSS WALK 97051451/T 5/27/1997	Reg. No. 18321 Reg. Date 2/15/2001
CROSS WALK 74/328649 11/4/1992	Reg. No. 1,777,995 Reg. Date 6/22/1993
CROSS WALK 97/06364 4/29/1997	Reg. No. 97/06364 Reg. Date 3/2/2000
CROSS BOW 984225 1/7/2004	Reg. No. 984225 Reg. Date 7/20/2004
CROSS BOW 1,199,981 12/19/2003	Reg. No. TMA 648,294 Reg. Date 9/21/2005
CROSS BOW 3502484 3/27/2003	Reg. No. 3502484 Reg. Date 4/28/2005
CROSS BOW 636,347 1/7/2004	Reg. No. 858,166 Reg. Date 10/29/2004
CROSS BOW 78/275,997 7/18/2003	Reg. No. 2,946,735 Reg. Date 5/3/2005

Trademark Application No. File Date	Registration No. Registration Date
DESIGN (new) 658,923 4/19/1995	Reg. No. 658,923 Reg. Date 4/19/1995
DESIGN (old) 659,287 4/21/1995	Reg. No. 659,287 Reg. Date 4/21/1995
Design (Sitting Stick Figure) 74/497,170 3/4/1994	Reg. No. 1,974,511 Reg. Date 5/21/1996
EPIC STRENGTH 78/246,355 5/6/2003	Reg. No. 2,940,801 Reg. Date 4/12/2005
EPIC STRENGTH & DESIGN 78/246,362 5/6/2003	Reg. No. 2,961,998 Reg. Date 6/14/2005
CARDIO TRAINER 74/700222 7/11/1995	Reg. No. 2070489 Reg. Date 6/10/1997
PERSONAL TRAINER 74/363,149 2/22/1993	Reg. No. 2,093,932 Reg. Date 9/9/1997
HEALTHRIDER 7602 10/16/1997	Reg. No. 17847 Reg. Date 10/16/1997
HEALTHRIDER 2,023,961 3/5/1996	Reg. No. 1,628,518 Reg. Date 3/17/1997
HEALTHRIDER 658,766 4/13/1995	Reg. No. 658,766 Reg. Date 4/13/1995
HEALTHRIDER 97-3089 6/3/1997	Reg. No. 990642 Reg. Date 6/28/1999
HEALTHRIDER BAZ971743A 4/29/1997	Reg. No. BAZ971743 Reg. Date 4/29/1997
HEALTHRIDER 819,154,130 3/21/1996	Reg. No. 819154130 Reg. Date 11/17/1998
HEALTHRIDER 856.094 9/22/1995	Reg. No. 582036 Reg. Date 9/22/1995
HEALTHRIDER 795,732 10/24/1995	Reg. No. TMA 482,504 Reg. Date 9/12/1997
HEALTHRIDER 06255/1997 7/31/1997	Reg. No. 451,437 Reg. Date 7/31/1997

Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER 340,139 4/12/1996	Reg. No. 475,569 Reg. Date 12/30/1996
HEALTHRIDER & Design 95 051 933 4/28/1995	Reg. No. 945,028 Reg. Date 2/14/1997
HEALTHRIDER 97-020707 4/18/1997	Reg. No. 206,685 Reg. Date 3/18/1998
HEALTHRIDER 2834-97 4/23/1997	Reg. No. 104872 Reg. Date 12/3/1997
HEALTHRIDER OZ 1222 46 5/16/1997	Reg. No. 215547 Reg. Date 5/16/1997
HEALTHRIDER & Design E 33206 7/20/1993	Reg. No. 2,059,877 Reg. Date 3/15/1994
HEALTHRIDER 02807/1997 6/4/1997	Reg. No. 03202/1997 Reg. Date 7/25/1997
HEALTHRIDER 97/0636 5/10/1997	Reg. No. 052737 Reg. Date 5/10/1997
HEALTHRIDER 106578 4/23/1997	Reg. No. 106578 Reg. Date 9/7/1999
HEALTHRIDER 2,202,379 12/15/1998	Reg. No. 2,202,379 Reg. Date 12/15/1998
HEALTHRIDER T199702326 6/6/1997	Reg. No. 210313 Reg. Date 6/30/1998
HEALTHRIDER 95/565,158 3/29/1995	Reg. No. 95565158 Reg. Date 3/29/1995
HEALTHRIDER 2013197 3/6/1995	Reg. No. 2,013,197 Reg. Date 1/5/1996
HEALTHRIDER 012255/03 6/2/1997	Reg. No. 9430 Reg. Date 5/25/1998
HEALTHRIDER 134,075 8/1/1997	Reg. No. 134,075 Reg. Date 4/19/1999
HEALTHRIDER 2544-97 4/9/1997	Reg. No. 86,996 Reg. Date 11/11/1997

Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER Z970651A 4/25/1997	Reg. No. Z970651A Reg. Date 4/2/1998
HEALTHRIDER M97 01579 5/9/1997	Reg. No. 152,463 Reg. Date 6/18/1998
HEALTHRIDER 2035/97 6/4/1997	Reg. No. 205,265 Reg. Date 6/4/1997
HEALTHRIDER 97898 4/3/1995	Reg. No. 97898 Reg. Date 4/3/1995
HEALTHRIDER 95 C 00 11522 4/7/1995	Reg. No. 00716806 Reg. Date 7/16/1997
HEALTHRIDER & Design 95-16778 4/29/1995	Reg. No. 355216 Reg. Date 1/29/1997
HEALTHRIDER 62-739 5/16/1997	Reg. No. 62-739 Reg. Date 5/16/1997
HEALTHRIDER 12.021	Reg. No. 12.021 Reg. Date 5/29/1997
HEALTHRIDER 256,157 3/5/1996	Reg. No. 551,110 Reg. Date 6/27/1997
HEALTHRIDER 97.4226 5/29/1997	Reg. No. 187,932 Reg. Date 1/8/1998
HEALTHRIDER 277,402 5/29/1997	Reg. No. 277,402 Reg. Date 5/29/1997
HEALTHRIDER 036740 4/15/1997	Reg. No. 038263 Reg. Date 8/18/1997
HEALTHRIDER Z-172790 4/25/1997	Reg. No. 120,520 Reg. Date 11/15/2000
HEALTHRIDER 324,570 6/23/1997	Reg. No. 324,570 Reg. Date 1/6/1998
HEALTHRIDER 043593 4/23/1997	Reg. No. 28848 Reg. Date 4/23/1997
HEALTHRIDER 96703050 3/12/1996	Reg. No. 156111 Reg. Date 9/1/1997

Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER 93-03002 10/8/1993	Reg. No. 254,607 Reg. Date 1/21/1994
HEALTHRIDER & Design 93-02997 3/29/1993	Reg. No. 254,605 Reg. Date 1/21/1994
HEALTHRIDER & Design (84) 040307 8/15/1995	Reg. No. 00730668 Reg. Date 10/1/1996
HEALTHRIDER 97051450/T 5/27/1997	Reg. No. 18320 Reg. Date 2/15/1991
HEALTHRIDER 74/158,066 4/17/1991	Reg. No. 1,709,407 Reg. Date 8/18/1992
HEALTHRIDER 9099-97 5/8/1997	Reg. No. P-206900 Reg. Date 7/31/1998
HEALTHRIDER 97/06365 4/29/1997	Reg. No. 97/06365 Reg. Date 4/29/1997
IFIT.COM 75/757235 7/21/1999	Reg. No. 2466474 Reg. Date 7/3/2001
IFIT.COM 1340978 10/12/1999	Reg. No. 1,340,918 Reg. Date 11/30/2000
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IMAGE 5847 7/22/1997	Reg. No. 71952-C Reg. Date 3/17/1999
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IMAGE 2030/97 6/4/1997	Reg. No. 206378 Reg. Date 6/4/1997
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NORDICTRACK  2/12/1999	Reg. No. 114,878 Reg. Date 7/29/1999
NORDICTRACK 1175751 5/18/1999	Reg. No. 1175751 Reg. Date 8/26/2003
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Trademark Application No. File Date	Registration No. Registration Date
NORDICTRACK 68.702 2/5/1999	Reg. No. 68,702 Reg. Date 2/5/1999
NORDICTRACK 15.007 2/4/1997	Reg. No. 15,007 Reg. Date 2/4/1999
NORDICTRACK 216368 10/26/1994	Reg. No. 509,202 Reg. Date 10/31/1995
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NORDICTRACK 76/068357 6/12/2000	Reg. No. 2482096 Reg. Date 8/28/2001
NORDICTRACK 310,351 2/4/1999	Reg. No. 310,351 Reg. Date 10/22/2001
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NORDICTRACK 239,552 8/9/1995	Reg. No. 504,377 Reg. Date 9/19/1995
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N NORDICTRACK & DESIGN 3791679 11/10/2003	Registration No. 3791679 Registration Date 8/21/2005
N NORDICTRACK & DESIGN 636339 1/7/2004	Reg. No. 824370 Reg. Date 3/8/2004
N NORDICTRACK & DESIGN 636341 1/7/2004	Reg. No. 857519 Reg. Date 10/28/2004
N NORDICTRACK & DESIGN 636342 1/7/2004	Reg. No. 829158 Reg. Date 4/14/2004
N NORDICTRACK & DESIGN 636344	Reg. No. 636344 Reg. Date 10/29/2004
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PURSUIT 395 45 652 11/10/1995	Reg. No. 395 45 652 Reg. Date 7/9/1996
PURSUIT T066 96 633126 7/5/1996	Reg. No. 96633126 Reg. Date 7/5/1996
PURSUIT 2042707 10/27/1995	Reg. No. 2042707 Reg. Date 10/27/1995
PURSUIT 126870 11/7/1995	Reg. No. 126870 Reg. Date 9/17/1998
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PURSUIT 95-12374 10/30/1995	Reg. No. 312 378 Reg. Date 4/26/1996
SPACE SAVER 819126 1/4/2000	Reg. No. 819,126 Reg. Date 1/4/2000
SPACE SAVER 1108157 6/28/2001	Reg. No. 608,259 Reg. Date 4/22/2004
SPACE SAVER 3502483 3/27/2003	Reg. No. 3502483 Reg. Date 4/28/2005
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SPACE SAVER 76/113,736 6/29/2000	Reg. No. 2,482,304 Reg. Date 8/28/2001

Trademark Application No. File Date	Registration No. Registration Date
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Chinese HealthRider 3791674 11/10/2003	Reg. No. 3791674 Reg. Date 8/7/2005
ZONE TONER 75/074,359 3/1996	Reg. No. 2,354,291 Reg. Date 6/6/2000
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CARDIO 97-020710 4/18/1997	Reg. No. 205677 Reg. Date 2/13/1998
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Trademark Application No. File Date
5 STAR DESIGN 826273009 Filed: 2/20/2004
5 STAR DESIGN 826272991 Filed 2/20/2004
5 STAR DESIGN 826272983 Filed 2/20/2004
5 STAR DESIGN 1,199,976 Filed 12/19/2003

Trademark Application No. File Date
5 STAR DESIGN 3889259 Filed 1/16/2004
5 STAR DESIGN 3889257 Filed 1/16/2004
5 STAR DESIGN 3889256 Filed 1/16/2004
5 STAR DESIGN 3615101 Filed 1/16/2004
5 STAR DESIGN 636322 Filed 1/7/2004
5 STAR DESIGN 636324 Filed 1/7/2004
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Trademark Application No. File Date
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NORDICTRACK 826235190 2/4/2004
NORDICTRACK 826235140 2/4/2004
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Trademark Application No. File Date
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NORDICTRACK 1,199,982 12/19/2003
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NORDICTRACK 78/246,056
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Trademark Application No. File Date
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N NORDICTRACK & DESIGN 826235301 2/4/2004
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N NORDICTRACK & DESIGN 3889260 1/16/2004
N NORDICTRACK & DESIGN 3971030 3/22/2004
N NORDICTRACK & DESIGN 3791675 11/10/2003
N NORDICTRACK & DESIGN 3791676 11/10/2003
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Trademark Application No. File Date
N NORDICTRACK & DESIGN 3791678 11/10/2003
N NORDICTRACK 3618592 1/16/2004
N NORDICTRACK & DESIGN 636340 1/7/2004
N NORDICTRACK 78/275246 7/16/2004
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Chinese Image 4520256 3/2/2005
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Trademark Application No. File Date
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Chinese HealthRider 3791671 11/10/2003
Chinese HealthRider 3791672 11/10/2003
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FREE EMOTION 2683266 5/3/2002
CARDIO 106576 4/23/1997
CARDIO 312,896 11/3/1997
CARDIO TP 31188 6/2/1997
FIT ELEMENTS 78/652,460 6/16/2005
EPIC 78/652,456 6/16/2005
FREE MOTION FITNESS 78/652,450 6/16/2005



**EXHIBIT 1**

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

WHEREAS, ICON IP, Inc. a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, BACK BAY CAPITAL FUNDING LLC (the "Assignee"), 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, the Assignor does hereby assign, sell and transfer unto the Assignee 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 Assignee 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.

*[Remainder of page intentionally left blank]*

**ICON IP, INC.**

By: S. Fred Beck  
Name: S. Fred Beck  
Title: President

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_\_ day of October, 2005.

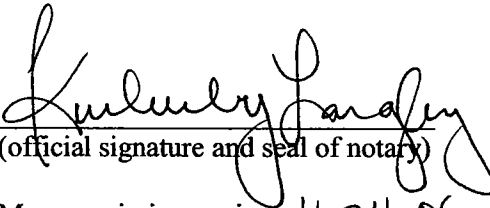
**BACK BAY CAPITAL FUNDING LLC**

By: \_\_\_\_\_  
Name: Michael L. Pizette  
Title: Managing Director

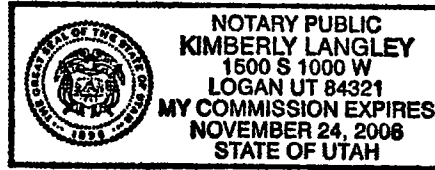
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Cache ) ss.

On this \_\_\_ day of October, 2005, before me, the undersigned notary public, personally appeared S. Fred Beck, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of ICON IP, Inc., a

  
(official signature and seal of notary)

My commission expires: 11-24-06



ANNEX

Trademarks and Trademark Registrations  
United States Patent and Trademark Office

Trademark Application No. File Date	Registration No. Registration Date
5 STAR DESIGN 983542 Filed: 12/31/2003	Reg. No. 983542 Reg. Date 6/7/2004
5 STAR DESIGN 636323 Filed 1/7/2004	Reg. No. 833856 Reg. Date 5/28/2004
5 STAR DESIGN 78/317,679 Filed: 10/23/2003	Reg. No. 2,955,760 Reg. Date 5/24/2005
AB WORKS	Reg. No. 456,889 Reg. Date 12/7/1998
CROSS TRAINER 649,185 12/22/1994	Reg. No. 649,185 Reg. Date 12/22/1994
CROSS TRAINER 839,488 12/22/1994	Reg. No. 564,434 Reg. Date 12/22/1994
CROSS TRAINER 771,907 12/23/1994	Reg. No. 467,872 Reg. Date 12/18/1996
CROSS TRAINER 94/550510 12/22/1994	Reg. No. 94 550 510 Reg. Date 12/22/1994
CROSS TRAINER T094C003523 12/23/1994	Reg. No. 691,721 Reg. Date 11/21/1996
CROSS TRAINER 6-129216 12/26/1994	Reg. No 4314400 Reg. Date 9/10/1999
CROSS TRAINER 220863 1/2/1995	Reg. No. 503, 896 Reg. Date 9/18/1995
CROSS TRAINER 947317	Reg. No. 171,421 Reg. Date 3/7/1996
CROSS TRAINER 83076628 12/23/1994	Reg. No. 00695283 Reg. Date 11/1/1995
CROSSBAR BY WEIDER 78/275,221 7/16/2003	Reg. No. 2,938,903 Reg. Date 4/5/2005
CROSSBAR 78/275,216 7/16/2003	Reg. No. 2,961,089 Reg. Date 6/7/2005

## Annex-2

Trademark Application No. File Date	Registration No. Registration Date
CROSSBAR 984,226 1/7/2004	Reg. No. 984,226 Reg. Date 7/7/2004
CROSSBAR 1,202,987 1/8/2004	Reg. TMA 648982 Reg. Date 9/26/2005
CROSSBAR 636,346 1/7/2004	Reg. No. 833,857 Reg. Date 5/28/2004
ACCESS 75/046075 1/19/1996	Reg. No. 2,194,526 Reg. Date 10/13/1998
CABLE CROSS 1,199,975 12/19/202003	Reg. No. TMA 642,677 Reg. Date 6/22/2005
CABLE CROSS 3615218 1/16/2004	Reg. No. 3,615,218 Reg. Date 5/18/2005
CABLE CROSS 78/290,374 8/21/2003	Reg. No. 2,929,820 Reg. Date 3/1/2005
M Logo 984,224 1/7/2004	Reg. No. 984,224 Reg. Date 9/8/2004
M DESIGN 1,199,974 12/19/2003	Reg. No. 642,612 Reg. Date 6/21/2005
M Logo 636,320 1/7/2004	Reg. No. 866,277 Reg. Date 1/28/2005
M Logo 78/246,328 5/6/2003	Reg. No. 2,961,997 Reg. Date 6/14/2005
M FREEMOTION 78/281,727 7/31/2003	Reg. No. 2,940,871 Reg. Date 4/12/2005
FREE MOTION 75/638192 2/10/1999	Reg. No. 2466267 Reg. Date 7/3/2001
FREE MOTION 1,024,823 8/5/1999	Reg. No. TMA 551,255 Reg. Date 9/20/2001
FREE MOTION 3502481 3/27/2003	Reg. No. 3502481 Reg. Date 4/28/2005
FREE MOTION 1271014 8/9/1999	Reg. No. 1271014 Reg. Date 11/13/2000

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Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 7601 10/16/1997	Reg. No. 17,846 Reg. Date 10/16/1997
CROSS WALK 2077064 4/10/1997	Reg. No. 1,676,371 Reg. Date 7/24/1998
CROSS WALK AM 5755/97 10/16/1997	Reg. No. 176,670 Reg. Date 7/13/1998
CROSS WALK 651,351 1/24/1995	Reg. No. 651,351 Reg. Date 1/24/1995
CROSS WALK 97.3088 6/3/1997	Reg. No. 990,986 Reg. Date 9/22/1999
CROSS WALK BAZ971742A 4/29/1997	Reg. No. BAZ971742 Reg. Date 4/29/1997
CROSS WALK 819891231 4/29/1997	Reg. No. 819891231 Reg. Date 11/30/1999
CROSS WALK 840,811 1/19/1995	Reg. No. 565,664 Reg. Date 1/19/1995
CROSS WALK 777,810 3/14/1995	Reg. No. 501,305 Reg. Date 9/28/1998
CROSS WALK 33495 1/18/1995	Reg. No. 424,527 Reg. Date 1/18/1995
CROSS WALK 379,462 6/6/1997	Reg. No. 587,496 Reg. Date 10/25/2001
CROSS WALK 97-020703 4/18/1997	Reg. No. 206,004 Reg. Date 2/24/1998
CROSS WALK 2833-97 4/23/1997	Reg. No. 104,798 Reg. Date 11/24/1997
CROSS WALK OZ 122245 5/16/1997	Reg. No. 219,468 Reg. Date 8/23/1999
CROSS WALK 395 02 321.1 1/20/1995	Reg. No. 395 02 321.1 Reg. Date 10/23/1995
CROSS WALK 02806/1997 6/4/1997	Reg. No. 03201 Reg. Date 7/25/1997

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Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 97/0635 5/10/1997	Reg. No. 052736 Reg. Date 5/10/1997
CROSS WALK 1,944,359 1/30/1995	Reg. No. 1944359 Reg. Date 9/15/1995
CROSS WALK T199702325 6/6/1997	Reg. No. 210040 Reg. Date 5/29/1998
CROSS WALK 95/560524 2/28/1995	Reg. No. 95560524 Reg. Date 2/28/1995
CROSS WALK 2007871 1/17/1995	Reg. No. 2,007,871 Reg. Date 1/17/1995
CROSS WALK 012256103 6/2/1997	Reg. No. 9780 Reg. Date 6/15/1998
CROSS WALK 134,074 8/1/1997	Reg. No. 134,074 Reg. Date 4/19/1999
CROSS WALK 2543-97 4/9/1997	Reg. No. 87,845 Reg. Date 10/8/1997
CROSS WALK 13980196 11/6/1996	Reg. No. 11993/1997 Reg. Date 11/6/1996
CROSS WALK Z970650A 4/25/1997	Reg. No. Z970650 Reg. Date 5/14/1998
CROSS WALK M97 01580 5/9/1997	Reg. No. 153,332 Reg. Date 8/24/1998
CROSS WALK T0950000353 2/1/1995	Reg. No. 716118 Reg. Date 7/16/1997
CROSS WALK 62.745 5/16/1997	Reg. No. 62,745 Reg. Date 5/16/1997
CROSS WALK 12,022 5/29/1997	Reg. No. 12,022 Reg. Date 5/29/1997
CROSS WALK 223,901 2/8/1995	Reg. No. 489,380 Reg. Date 2/8/1995
CROSS WALK 950383 1/20/1995	Reg. No. 174,362 Reg. Date 6/20/1996

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Trademark Application No. File Date	Registration No. Registration Date
CROSS WALK 277,401 5/29/1997	Reg. No. 277,401 Reg. Date 5/29/1997
CROSS WALK 036 736 4/15/1997	Reg. No. 038262 Reg. Date 8/18/1997
CROSS WALK Z-172789 4/25/1997	Reg. No. 120,519 Reg. Date 11/15/2000
CROSS WALK 324,569 6/23/1997	Reg. No. 324,569 Reg. Date 1/6/1998
CROSS WALK 043592 4/23/1997	Reg. No. 28847 Reg. Date 4/23/1997
CROSS WALK 95712099 10/27/1995	Reg. No. 148,577 Reg. Date 10/27/1995
CROSS WALK 95-00559 1/19/1995	Reg. No. 306,203 Reg. Date 11/24/1995
CROSS WALK 705,118 1/15/1995	Reg. No. 00705118 Reg. Date 1/16/1996
CROSS WALK 97051451/T 5/27/1997	Reg. No. 18321 Reg. Date 2/15/2001
CROSS WALK 74/328649 11/4/1992	Reg. No. 1,777,995 Reg. Date 6/22/1993
CROSS WALK 97/06364 4/29/1997	Reg. No. 97/06364 Reg. Date 3/2/2000
CROSS BOW 984225 1/7/2004	Reg. No. 984225 Reg. Date 7/20/2004
CROSS BOW 1,199,981 12/19/2003	Reg. No. TMA 648,294 Reg. Date 9/21/2005
CROSS BOW 3502484 3/27/2003	Reg. No. 3502484 Reg. Date 4/28/2005
CROSS BOW 636,347 1/7/2004	Reg. No. 858,166 Reg. Date 10/29/2004
CROSS BOW 78/275,997 7/18/2003	Reg. No. 2,946,735 Reg. Date 5/3/2005



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Trademark Application No. File Date	Registration No. Registration Date
DESIGN (new) 658,923 4/19/1995	Reg. No. 658,923 Reg. Date 4/19/1995
DESIGN (old) 659,287 4/21/1995	Reg. No. 659,287 Reg. Date 4/21/1995
Design (Sitting Stick Figure) 74/497,170 3/4/1994	Reg. No. 1,974,511 Reg. Date 5/21/1996
EPIC STRENGTH 78/246,355 5/6/2003	Reg. No. 2,940,801 Reg. Date 4/12/2005
EPIC STRENGTH & DESIGN 78/246,362 5/6/2003	Reg. No. 2,961,998 Reg. Date 6/14/2005
CARDIO TRAINER 74/700222 7/11/1995	Reg. No. 2070489 Reg. Date 6/10/1997
PERSONAL TRAINER 74/363,149 2/22/1993	Reg. No. 2,093,932 Reg. Date 9/9/1997
HEALTHRIDER 7602 10/16/1997	Reg. No. 17847 Reg. Date 10/16/1997
HEALTHRIDER 2,023,961 3/5/1996	Reg. No. 1,628,518 Reg. Date 3/17/1997
HEALTHRIDER 658,766 4/13/1995	Reg. No. 658,766 Reg. Date 4/13/1995
HEALTHRIDER 97-3089 6/3/1997	Reg. No. 990642 Reg. Date 6/28/1999
HEALTHRIDER BAZ971743A 4/29/1997	Reg. No. BAZ971743 Reg. Date 4/29/1997
HEALTHRIDER 819,154,130 3/21/1996	Reg. No. 819154130 Reg. Date 11/17/1998
HEALTHRIDER 856.094 9/22/1995	Reg. No. 582036 Reg. Date 9/22/1995
HEALTHRIDER 795,732 10/24/1995	Reg. No. TMA 482,504 Reg. Date 9/12/1997
HEALTHRIDER 06255/1997 7/31/1997	Reg. No. 451,437 Reg. Date 7/31/1997

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Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER 340,139 4/12/1996	Reg. No. 475,569 Reg. Date 12/30/1996
HEALTHRIDER & Design 95 051 933 4/28/1995	Reg. No. 945,028 Reg. Date 2/14/1997
HEALTHRIDER 97-020707 4/18/1997	Reg. No. 206,685 Reg. Date 3/18/1998
HEALTHRIDER 2834-97 4/23/1997	Reg. No. 104872 Reg. Date 12/3/1997
HEALTHRIDER OZ 1222 46 5/16/1997	Reg. No. 215547 Reg. Date 5/16/1997
HEALTHRIDER & Design E 33206 7/20/1993	Reg. No. 2,059,877 Reg. Date 3/15/1994
HEALTHRIDER 02807/1997 6/4/1997	Reg. No. 03202/1997 Reg. Date 7/25/1997
HEALTHRIDER 97/0636 5/10/1997	Reg. No. 052737 Reg. Date 5/10/1997
HEALTHRIDER 106578 4/23/1997	Reg. No. 106578 Reg. Date 9/7/1999
HEALTHRIDER 2,202,379 12/15/1998	Reg. No. 2,202,379 Reg. Date 12/15/1998
HEALTHRIDER T199702326 6/6/1997	Reg. No. 210313 Reg. Date 6/30/1998
HEALTHRIDER 95/565,158 3/29/1995	Reg. No. 95565158 Reg. Date 3/29/1995
HEALTHRIDER 2013197 3/6/1995	Reg. No. 2,013,197 Reg. Date 1/5/1996
HEALTHRIDER 012255/03 6/2/1997	Reg. No. 9430 Reg. Date 5/25/1998
HEALTHRIDER 134,075 8/1/1997	Reg. No. 134,075 Reg. Date 4/19/1999
HEALTHRIDER 2544-97 4/9/1997	Reg. No. 86,996 Reg. Date 11/11/1997

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Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER Z970651A 4/25/1997	Reg. No. Z970651A Reg. Date 4/2/1998
HEALTHRIDER M97 01579 5/9/1997	Reg. No. 152,463 Reg. Date 6/18/1998
HEALTHRIDER 2035/97 6/4/1997	Reg. No. 205,265 Reg. Date 6/4/1997
HEALTHRIDER 97898 4/3/1995	Reg. No. 97898 Reg. Date 4/3/1995
HEALTHRIDER 95 C 00 11522 4/7/1995	Reg. No. 00716806 Reg. Date 7/16/1997
HEALTHRIDER & Design 95-16778 4/29/1995	Reg. No. 355216 Reg. Date 1/29/1997
HEALTHRIDER 62-739 5/16/1997	Reg. No. 62-739 Reg. Date 5/16/1997
HEALTHRIDER 12.021	Reg. No. 12.021 Reg. Date 5/29/1997
HEALTHRIDER 256,157 3/5/1996	Reg. No. 551,110 Reg. Date 6/27/1997
HEALTHRIDER 97.4226 5/29/1997	Reg. No. 187,932 Reg. Date 1/8/1998
HEALTHRIDER 277,402 5/29/1997	Reg. No. 277,402 Reg. Date 5/29/1997
HEALTHRIDER 036740 4/15/1997	Reg. No. 038263 Reg. Date 8/18/1997
HEALTHRIDER Z-172790 4/25/1997	Reg. No. 120,520 Reg. Date 11/15/2000
HEALTHRIDER 324,570 6/23/1997	Reg. No. 324.570 Reg. Date 1/6/1998
HEALTHRIDER 043593 4/23/1997	Reg. No. 28848 Reg. Date 4/23/1997
HEALTHRIDER 96703050 3/12/1996	Reg. No. 156111 Reg. Date 9/1/1997

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Trademark Application No. File Date	Registration No. Registration Date
HEALTHRIDER 93-03002 10/8/1993	Reg. No. 254,607 Reg. Date 1/21/1994
HEALTHRIDER & Design 93-02997 3/29/1993	Reg. No. 254,605 Reg. Date 1/21/1994
HEALTHRIDER & Design (84) 040307 8/15/1995	Reg. No. 00730668 Reg. Date 10/1/1996
HEALTHRIDER 97051450/T 5/27/1997	Reg. No. 18320 Reg. Date 2/15/1991
HEALTHRIDER 74/158,066 4/17/1991	Reg. No. 1,709,407 Reg. Date 8/18/1992
HEALTHRIDER 9099-97 5/8/1997	Reg. No. P-206900 Reg. Date 7/31/1998
HEALTHRIDER 97/06365 4/29/1997	Reg. No. 97/06365 Reg. Date 4/29/1997
IFIT.COM 75/757235 7/21/1999	Reg. No. 2466474 Reg. Date 7/3/2001
IFIT.COM 1340978 10/12/1999	Reg. No. 1,340,918 Reg. Date 11/30/2000
IFIT.COM INTERACTIVITY 76/235866 4/4/2001	Reg. No. 2529777 Reg. Date 1/15/2002
INTERACTIVE FITNESS 1094358 3/4/1999	Reg. No. 001094358 Reg. Date 6/8/2000
iFIT 983540 12/31/2003	Reg. No. 983540 Reg. Date 12/31/2003
IFIT 1206760 2/18/2004	Reg. No. TMA 648,689 Reg. Date 9/16/2005
IFIT 1094325 3/4/1999	Reg. No. 001094325 Reg. Date 7/3/2000
I FIT 3140738 4/22/2003	Reg. No. 3140738 Reg. Date 3/23/2005
I FIT 75/638662 2/11/99	Reg. No. 2618509 Reg. Date 9/10/2002

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Trademark Application No. File Date	Registration No. Registration Date
iFit.com & Design 76/067635 6/12/2000	Reg. No. 2484907 Reg. Date 9/4/2001
CADENCE 7599 10/16/1997	Reg. No. 17845 Reg. Date 10/17/1997
CADENCE 2077062 4/10/1997	Reg. No. 1,676,369 Reg. Date 7/24/1998
CADENCE AM 6093/95 10/27/1995	Reg. No. 162,769 Reg. Date 2/29/1996
CADENCE 858,613 10/31/1995	Reg. No. 583,130 Reg. Date 10/31/1995
CADENCE 433305 10/27/1995	Reg. No. 433305 Reg. Date 10/27/1995
CADENCE 379,469 6/6/1997	Reg. No. 505,433 Reg. Date 2/27/1998
CADENCE 97-020708 4/18/1997	Reg. No. 205,661 Reg. Date 2/13/1998
CADENCE 2828-97 4/23/1997	Reg. No. 104,795 Reg. Date 11/24/1997
CADENCE OZ 122244 5/16/1997	Reg. No. 216,154 Reg. Date 3/29/1999
CADENCE 395 45 651 11/10/1995	Reg. No. 395 45 651 Reg. Date 7/9/1996
CADENCE 8272/95 10/31/1995	Reg. No. VR 1995 08362 Reg. Date 12/8/1995
CADENCE 97/0640 5/10/1997	Reg. No. 052741 Reg. Date 5/10/1997
CADENCE 106575 4/23/1997	Reg. No. 106,575 Reg. Date 9/7/1999
CADENCE 1994881 11/8/1995	Reg. No. 1994881 Reg. Date 5/12/1989

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Trademark Application No. File Date	Registration No. Registration Date
CADENCE T199702323 6/6/1997	Reg. No. 210,039 Reg. Date 5/29/1998
CADENCE 96/633127 7/5/1996	Reg. No. 96633127 Reg. Date 7/5/1996
CADENCE 2042709 10/27/1995	Reg. No. 2042709 Reg. Date 10/27/1995
CADENCE 012260/03 6/2/1997	Reg. No. 9784 Reg. Date 6/15/1998
CADENCE 126871 11/7/1995	Reg. No. 126871 Reg. Date 3/17/1998
CADENCE 2541-97 4/9/1997	Reg. No. 87-859 Reg. Date 10/8/1997
CADENCE 13979196 11/6/1996	Reg. No. 11992/1997 Reg. Date 11/6/1996
CADENCE Z970648A 4/25/1997	Reg. No. Z970648 Reg. Date 5/14/1998
CADENCE M97 01583 5/9/1997	Reg. No. 151984 Reg. Date 5/12/1998
CADENCE T095C003396 11/13/1995	Reg. No. 718769 Reg. Date 7/17/1997
CADENCE 62.740 5/16/1997	Reg. No. 62.740 Reg. Date 5/16/1997
CADENCE 12.023 5/12/1997	Reg. No. 12.023 Reg. Date 5/12/1997
CADENCE 312895 11/3/1997	Reg. No. 566888 Reg. Date 12/15/1997
CADENCE 277400 5/29/1997	Reg. No. 277400 Reg. Date 5/29/1997
CADENCE 036734 4/15/1997	Reg. No. 37572 Reg. Date 7/16/1997
CADENCE 313,743 11/16/1995	Reg. No. 313,743 Reg. Date 9/3/1996

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Trademark Application No. File Date	Registration No. Registration Date
CADENCE 043590 4/23/1997	Reg. No. 28845 Reg. Date 4/23/1997
CADENCE 95712352 10/31/1995	Reg. No. 149710 Reg. Date 10/31/1995
CADENCE 95-12375 10/30/1995	Reg. No. 312379 Reg. Date 4/26/1996
CADENCE 73/781,397 2/16/1989	Reg. No. 1,588,004 Reg. Date 3/20/1990
CADENCE 97/06362 4/29/1997	Reg. No. 97/06362 Reg. Date 4/29/1997
CARDIOGLIDE AM 5756/97 10/16/1997	Reg. No. 177.967 Reg. Date 9/18/1998
CARDIOGLIDE 894 695 6/2/1997	Reg. No. 615567 Reg. Date 6/3/1997
CARDIOGLIDE 781,557 4/28/1995	Reg. No. 489,102 Reg. Date 2/2/1998
CARDIOGLIDE 444,596 2/17/1997	Reg. No. 444,596 Reg. Date 2/17/1997
CARDIOGLIDE 024103 6/12/1995	Reg. No. 395 24 103 Reg. Date 2/27/1996
CARDIOGLIDE 02805/1997 6/4/1997	Reg. No. 03200/1997 Reg. Date 7/25/1997
CARDIOGLIDE T199702324 6/6/1997	Reg. No. 210039 Reg. Date 5/29/1998
CARDIOGLIDE 95/575,782 6/14/1995	Reg. No. 95 575 782 Reg. Date 6/14/1995
CARDIOGLIDE 2,023,607 6/12/1995	Reg. No. 2023607 Reg. Date 6/12/2005
CARDIOGLIDE 2034/97 6/4/1997	Reg. No. 205558 Reg. Date 6/4/1997
CARDIOGLIDE T095C001961 6/15/1995	Reg. No. 717,512 Reg. Date 7/16/1997

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Trademark Application No. File Date	Registration No. Registration Date
CARDIOGLIDE 277,624 6/3/1997	Reg. No. 277,624 Reg. Date 6/3/1997
CARDIOGLIDE 95712102 10/27/1995	Reg. No. 148579 Reg. Date 10/27/1995
CARDIOGLIDE 97-008252 9/17/1997	Reg. No. 332,873 Reg. Date 9/3/1999
CARDIO GLIDE 74/615890 12/15/1994	Reg. No. 1937301 Reg. Date 12/15/1994
IMAGE 7604 10/16/1997	Reg. No. 17849 Reg. Date 10/16/1997
IMAGE 2077061 4/10/1997	Reg. No. 1,782,525 Reg. Date 3/24/2000
IMAGE AM 3477/94 7/13/1994	Reg. No. 165,868 Reg. Date 8/26/1996
IMAGE 634740 7/13/1994	Reg. No. A634740 Reg. Date 7/13/1994
IMAGE 97/3085/3 6/3/1997	Reg. No. 990985 Reg. Date 9/22/1999
IMAGE 819891223	Reg. No. BAZ971737 Reg. Date 11/22/2002
IMAGE 5847 7/22/1997	Reg. No. 71952-C Reg. Date 3/17/1999
IMAGE 819891223 4/27/1997	Reg. No. 819891223 Reg. Date 9/17/2002
IMAGE 558.024 7/14/1994	Reg. No. 558.024 Reg. Date 7/14/1994
IMAGE 20022077 10/27/2002	Reg. No. 20502 Reg. Date 2/1/2005
IMAGE 4733/1994 7/12/1994	Reg. No. 423,999 Reg. Date 7/12/1994
IMAGE 384,513 7/21/1997	Reg. No. 596,920 Reg. Date 2/27/1998



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Trademark Application No. File Date	Registration No. Registration Date
IMAGE 893178 11/7/1996	Reg. No. 893178 Reg. Date 11/7/1996
IMAGE 97-020711 4/18/1997	Reg. No. 205676 Reg. Date 2/13/1998
IMAGE 2829-27 4/23/1997	Reg. No. 104,797 Reg. Date 11/24/1997
IMAGE OZ 122249 5/16/1997	Reg. No. 228,997 Reg. Date 5/16/1997
IMAGE P 46 909/28 7/14/1994	Reg. No. 2,913,983 Reg. Date 7/22/1998
IMAGE 4903/94 7/13/1994	Reg. No. VR 1996 03630 Reg. Date 6/21/1996
IMAGE 97/0639 5/10/1997	Reg. No. 052740 Reg. Date 5/10/1997
IMAGE 77513-97 4/18/1997	Reg. No. 4179-98 Reg. Date 8/20/1998
IMAGE 94/546137 11/24/1994	Reg. No. 94546137 Reg. Date 11/24/1994
IMAGE 1,577,859 7/12/1994	Reg. No. 1,577,859 Reg. Date 7/12/1994 Renewal due 7/12/2011
IMAGE 012259/03 6/2/1997	Reg. No. 9783 Reg. Date 6/15/1998
IMAGE 134,071 8/1/1997	Reg. No. 134071 Reg. Date 3/17/1999
IMAGE 76,651 6/29/1994	Reg. No. 76,651/487/164 Reg. Date 3/28/1996
IMAGE 8286/94 7/21/1994	Reg. No. 11226/1997 Reg. Date 7/21/1994
IMAGE 4327/97 4/21/1997	Reg. No. 70.004 Reg. Date 10/28/1997
IMAGE Z970645A 4/25/1997	Reg. No. Z970645 Reg. Date 5/14/1998

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Trademark Application No. File Date	Registration No. Registration Date
IMAGE M97 01581 5/9/1997	Reg. No. 176,410 Reg. Date 9/4/03
IMAGE 2030/97 6/4/1997	Reg. No. 206378 Reg. Date 6/4/1997
IMAGE 94/2000 7/15/1994	Reg. No. 683,953 Reg. Date 7/4/1996
IMAGE 62-744 5/16/1997	Reg. No. 62-744 Reg. Date 5/16/1997
IMAGE 12.025 5/29/1997	Reg. No. 12.025 Reg. Date 5/29/1997
IMAGE 205,932 7/20/1994	Reg. No. 476,378 Reg. Date 10/7/1994
IMAGE 97-01452	Reg. No. 40,174 Reg. Date 1/25/1999
IMAGE	Reg. No. 87539 Reg. Date 5/11/1997
IMAGE 036737 4/15/1997	Reg. No. 37573 Reg. Date 7/16/1997
IMAGE Z-172791 4/25/1997	Reg. No. 139069 Reg. Date 7/30/2002
I IMAGE Design 73139 5/29/1991	Reg. No. 73139 Reg. Date 5/29/1991
IMAGE 324,571 6/23/1997	Reg. No. 324,571 Reg. Date 1/6/1998
IMAGE 200.64 2/24/1998	Reg. No. 200,614 Reg. Date 2/24/1998
IMAGE 243587 4/23/1997	Reg. No. 28848 Reg. Date 4/23/1997
IMAGE 94-07191 7/13/1994	Reg. No. 300,925 Reg. Date 4/21/1995
IMAGE 1251/99 2/24/1999	Reg. No. 00099 Book 188 Reg. Date 1/3/2005

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Trademark Application No. File Date	Registration No. Registration Date
IMAGE 97 051454/T 5/17/1997	Reg. No. 18324 Reg. Date 2/15/2001
IMAGE 74/087,953 8/14/1990	Reg. No. 1,930,107 Reg. Date 10/24/1995
IMAGE 294.701 4/15/1997	Reg. No. 294.701 Reg. Date 7/16/1998
IMAGE 97/06366 4/29/1997	Reg. No. 97/06366 Reg. Date 11/14/2000
CUSHION DECK 74/168,537 5/17/1991	Reg. No. 1,683,076 Reg. Date 4/14/1992
AEROBICRIDER 74/553,621 7/22/1994	Reg. No. 2,327,478 Reg. Date 3/14/2000
LIFE STYLER AM274/95 1/20/1995	Reg. No. 164.173 Reg. Date 5/14/1996
LIFE STYLER 841,259 1/26/1995	Reg. No. 565,922 Reg. Date 1/26/1995
LIFE STYLER 461/1995.1 1/23/1995	Reg. No. 425.482 Reg. Date 1/23/1995
LIFESYLER 8036/1995 10/24/1995	Reg. No. 0381/1996 Reg. Date 1/19/1996
LIFE STYLER 1946339 2/8/1995	Reg. No. 1,946,339 Reg. Date 2/8/1995
LIFE STYLER 95/554,759 1/24/1995	Reg. No. 95554759 Reg. Date 1/24/1995
LIFE STYLER 2,008,381 1/19/1995	Reg. No. 2008381 Reg. Date 1/19/1995
LIFE STYLER 19950411 1/23/1995	Reg. No. 172,810 Reg. Date 5/2/1996
LIFE STYLER 95-00823 1/25/1995	Reg. No. 311,372 Reg. Date 4/12/1996
ICON 717,831 9/20/1996	Reg. No. 717831 Reg. Date 9/20/1996

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Trademark Application No. File Date	Registration No. Registration Date
ICON 13978/96 11/6/1996	Reg. No. 4501/1998 Reg. Date 5/12/1998
ICON 74/686,600 6/8/1995	Reg. No. 2164953 Reg. Date 6/16/1998
HEALTHRIDER PRO 743946 9/12/1997	Reg. No. 743,946 Reg. Date 5/6/1998
HEALTHRIDER PRO 5-120383 12/2/1993	Reg. No. 3214152 Reg. Date 10/31/1996
PROFORM CROSS TRAINER 9204/1994.8 8/27/1996	Reg. No. 431,991 Reg. Date 8/27/1996
PROFORM 9698/1995.0 8/15/1995	Reg. No. 442,030 Reg. Date 8/15/1995
PROFORM (Stylized) 78/199,571 1/2/2003	Reg. No. 2,944,885 Reg. Date 4/26/2005
PROFORM 73/517,585 1/14/1985	Reg. No. 1,525,754 Reg. Date 2/21/1989
PROFORM 7605 10/16/1997	Reg. No. 17850 Reg. Date 10/16/1997
PROFORM 3607	Reg. No. 17851 Reg. Date 2/12/1997
PROFORM 1846241	Reg. No. 1492986 Reg. Date 12/30/2003
PROFORM AM 2899/94 6/16/1994	Reg. No. 172457 Reg. Date 11/10/1997
PROFORM 445,125 5/9/1986	Reg. No. B445,125 Reg. Date 5/9/1986
PROFORM 97.3086 6/3/1997	Reg. No. 990,988 Reg. Date 9/22/1999
PROFORM BAZ971739A 4/29/1997	Reg. No. BAZ 971738 Reg. Date 11/22/2002
PROFORM 5851 4/22/1997	Reg. No. 71743-C Reg. Date 3/19/1999

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Trademark Application No. File Date	Registration No. Registration Date
PROFORM 817953469 9/1/1994	Reg. No. 817953469 Reg. Date 1/9/1994
PROFORM 828,874 6/15/1994	Reg. No. 556,516 Reg. Date 6/15/1994
PROFORM (Stylized) 20022079 10/24/2002	Reg. No. 20504 Reg. Date 2/1/2005
PRO FORM 606,004 4/29/1988	Reg. No. 379,069 Reg. Date 2/1/1991
PROFORM 4955/1994.6 8/27/1996	Reg. No. 430.292 Reg. Date 8/27/1996
PROFORM 421,297 8/12/1993	Reg. No. 421297 Reg. Date 2/2/1994
PROFORM 893,170 11/7/1996	Reg. No. 893,170 Reg. Date 11/7/1996
PROFORM 97-020702 4/18/1997	Reg. No. 205678 Reg. Date 2/13/1998
PROFORM OZ 122248 5/16/1997	Reg. No. 216156 Reg. Date 3/29/1999
PROFORM P 46773 6/20/1994	Reg. No. 2093925 Reg. Date 3/28/1995
PROFORM 395 28 136 7/8/1995	Reg. No. 395 28 136 Reg. Date 4/4/1996
PROFORM 4243/94 6/16/1994	Reg. No. 1170/95 Reg. Date 2/17/1995
PROFORM 97/0632 5/10/1997	Reg. No. 052735 Reg. Date 5/10/1997
PRO•FORM (Stylized) 78606 5/30/1997	Reg. No. 5251-98 Reg. Date 10/1/1998
PROFORM 77514 4/18/1997	Reg. No. 4449-98 Reg. Date 9/19/1998
PROFORM 106573 4/22/1997	Reg. No. 106573 Reg. Date 9/7/1999

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Trademark Application No. File Date	Registration No. Registration Date
PROFORM 1712086 7/10/1992	Reg. No. 1712086 Reg. Date 4/5/1994
PROFORM	Reg. No. 1979689 Reg. Date 2/5/1996 Renewal due 7/31/2005
PROFORM T199702321 6/6/1997	Reg. No. 216194 Reg. Date 12/15/1999
PROFORM 94/533,204 8/18/1994	Reg. No. 94533204 Reg. Date 8/18/1994
PROFORM 1418334 4/15/1997	Reg. No. 1,418,334 Reg. Date 4/15/1997
PROFORM 95 597585 11/15/1995	Reg. No. 95597585 Reg. Date 11/15/1995
PROFORM 1,267,096 5/14/1986	Reg. No. 2,025,309 Reg. Date 6/27/1995
PROFORM 1267096 5/14/1986	Reg. No. B1,267,096 Reg. Date 5/14/1986
PROFORM 012258/03 6/2/1997	Reg. No. 9782 Reg. Date 6/15/1998
PROFORM 126776 11/1/1995	Reg. No. 126,776 Reg. Date 11/17/1998
PROFORM 4420-94 6/29/1994	Reg. No. 96,690 Reg. Date 7/26/1994
PROFORM 7271/94 6/30/1994	Reg. No. 1998B7762 Reg. Date 6/30/1994
PROFORM 4328/97 4/21/1997	Reg. No. 70.266 Reg. Date 12/16/1997
PROFORM Z970646A 4/25/1997	Reg. No. Z970646 Reg. Date 6/3/1998
PROFORM M97 01582 5/9/1997	Reg. No. 151,985 Reg. Date 5/12/1998
PROFORM 203/97 6/4/1997	Reg. No. 206012 Reg. Date 6/4/2002

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Trademark Application No. File Date	Registration No. Registration Date
PROFORM T095C002454 7/27/1995	Reg. No. 717948 Reg. Date 7/17/1997
PROFORM T094C001756 6/23/1994	Reg. No. 683,745 Reg. Date 7/4/1996
PROFORM 46566 5/8/1986	Reg. No. 2120604 Reg. Date 3/23/1989
PROFORM 94-24517 6/21/1994	Reg. No. 332519 Reg. Date 1/25/1996
PROFORM 62.742 5/16/1997	Reg. No. 62742 Reg. Date 5/16/1997
PROFORM 12.026 5/29/1997	Reg. No. 12026 Reg. Date 5/29/1997
PROFORM 228196 3/28/1995	Reg. No. 488677 Reg. Date 4/24/1995
PROFORM	Reg. No. 50,749 Reg. Date 8/28/2001
PROFORM 943297	Reg. No. 168543 Reg. Date 6/22/1995
PROFORM 165434 5/12/1986	Reg. No. 7/26/1990 Reg. Date 5/12/1986
PROFORM 036738 4/15/1997	Reg. No. 041253 Reg. Date 10/14/1997
PROFORM Z-172785 4/25/1997	Reg. No. 120,550 Reg. Date 11/15/2000
PROFORM 311866 8/4/1995	Reg. No. 311866 Reg. Date 9/4/1996
PROFORM 06973 4/14/1997	Reg. No. 203024 Reg. Date 5/19/1998
PROFORM 043588 4/23/1997	Reg. No. 28843 Reg. Date 4/23/1997
PROFORM 97707303 5/23/1997	Reg. No. 177420 Reg. Date 7/16/1999
PROFORM 95 712 098 10/27/1995	Reg. No. 149,100 Reg. Date 10/27/1995

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Trademark Application No. File Date	Registration No. Registration Date
PROFORM 1249/99 2/24/1999	Reg. No. 00040 Book 178 Reg. Date 10/15/2003
PROFORM 83041938 6/22/1994	Reg. No. 00676174 Reg. Date 4/1/1995
PROFORM 97051453/T 5/27/1997	Reg. No. 18323 Reg. Date 2/15/2001
PROFORM 73/440886 8/25/1983	Reg. No. 1,346,441 Reg. Date 7/2/1985
PROFORM 74/239,191 1/21/1992	Reg. No. 1,718,385 Reg. Date 9/22/1992
PROFORM 294.703 4/15/1997	Reg. No. 294703 Reg. Date 7/16/1998
PROFORM 97/06367 4/29/1997	Reg. No. 97/06367 Reg. Date 4/29/2002
PROFORM 983541 12/31/03	Reg. No. 983541 Reg. Date 7/4/2005
PROFORM (Stylized) 3617149 1/16/2004	Reg. No. 3617149 Reg. Date 5/24/2005
PROFORM 636349 1/7/2004	Reg. No. 854686 Reg. Date 10/8/2004
PROFORM 636350 1/7/2004	Reg. No. 862110 Reg. Date
PROFORM 636351 1/7/2004	Reg. No. 855815 Reg. Date 10/29/2004
DESIGN (Standing Stick Figure) AM 6882/95 12/4/1995	Reg. No. 163,550 Reg. Date 4/9/1996
DESIGN (Standing Stick Figure)	Reg. No. 588,487 Reg. Date 12/7/1995
DESIGN (Standing Stick Figure) 432,413 12/5/1995	Reg. No. 432413 Reg. Date 12/5/1995



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Trademark Application No. File Date	Registration No. Registration Date
DESIGN (Standing Stick Figure) 395 50 951 12/14/1995	Reg. No. 395 50 951 Reg. Date 9/27/1996
DESIGN (Standing Stick Figure) 9329/1995 12/6/1995	Reg. No. 0746/1996 Reg. Date 2/2//1996
DESIGN (Standing Stick Figure) 95600788	Reg. No. 95600788 Reg. Date 12/12/1995
DESIGN (Standing Stick Figure) 2,047,443 12/4/1995	Reg. No. 2,047,443 Reg. Date 12/4/1995
DESIGN (Standing Stick Figure) 127,474 12/11/1995	Reg. No. 127,474 Reg. Date 3/17/1998
DESIGN (Standing Stick Figure) T095C003767 12/14/1995	Reg. No. 719112 Reg. Date 7/17/1997
DESIGN (Standing Stick Figure) 957,597 12/5/1995	Reg. No. 179,242 Reg. Date 1/16/1997
DESIGN (Standing Stick Figure) 314 388 12/20/1995	Reg. No. 314,388 Reg. Date 9/13/1996
DESIGN (Standing Stick Figure) 95713965 12/7/1995	Reg. No. 150093 Reg. Date 2/17/1997
DESIGN (Standing Stick Figure) 95-14126 12/7/1995	Reg. No. 317,255 Reg. Date 9/20/1996
DESIGN (Standing Stick Figure) 74/399,369 6/2/1993	Reg. No. 1,974,468 Reg. Date 5/21/1996
WORKOUT WAREHOUSE 74/652,402 3/28/1995	Reg. No. 2013170 Reg. Date 11/5/1996
WESLO 7603 10/16/1997	Reg. No. 17848 Reg. Date 10/16/1997

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Trademark Application No. File Date	Registration No. Registration Date
WESLO 3609 2/12/1997	Reg. No. 17852 Reg. Date 2/12/1997
WESLO 1846242	Reg. No. 2483859 Reg. Date 2/16/2003
WESLO AM 2900/94 6/16/1994	Reg. No. 165278 Reg. Date 7/18/1996
WESLO 632349 6/16/1994	Reg. No. A632349 Reg. Date 6/16/1994
WESLO 97.3087 6/3/1997	Reg. No. 990,987 Reg. Date 9/22/1999
WESLO BAZ971739A	Reg. No. BAZ971739 Reg. Date
WESLO 5848 4/22/1997	Reg. No. 71953-C Reg. Date 3/17/1999
WESLO 828873 6/15/1994	Reg. No. 553874 Reg. Date 6/15/1994
WESLO 20022078 10/24/2002	Reg. No. 20503 Reg. Date 2/1/2005
WESLO 628,390 3/31/1989	Reg. No. 375,113 Reg. Date 11/2/1990
WESLO 4954 7/20/1994	Reg. No. 424,439 Reg. Date 7/20/1994
WESLO 464649 1/14/2000	Reg. No. 464,649 Reg. Date 7/22/1996
WESLO 893,167 12/5/1994	Reg. No. 893167 Reg. Date 11/7/1996
WESLO 97-020705 4/18/1997	Reg. no. 205662 Reg. Date 2/13/1998
WESLO 2827-97 4/23/1997	Reg. No. 104,796 Reg. Date 11/24/1997
WESLO OZ 122243 5/16/1997	Reg. No. 216153 Reg. Date 3/29/1999

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Trademark Application No. File Date	Registration No. Registration Date
WESLO 2,096,845 6/20/1994	Reg. No. 2096845 Reg. Date 5/12/1995
WESLO VA 4244 1994 6/16/1994	Reg. No. VR 460 1995 Reg. Date 1/20/1995
WESLO 97/0638 5/10/1997	Reg. No. 052739 Reg. Date 5/10/1997
WESLO 77512 4/18/1997	Reg. No. 4448-98 Reg. Date 9/18/1998
WESLO 106574 4/23/1997	Reg. No. 106574 Reg. Date 9/21/1999
WESLO 1,910,542 6/24/1994	Reg. No. 1910542 Reg. Date 6/9/1999
WESLO T199702322 6/6/1997	Reg. No. 210037 Reg. Date 5/29/1998
WESLO 94 544,791 11/16/1994	Reg. No. 94 544,791 Reg. Date 11/16/1994
WESLO 1575354 6/14/1994	Reg. No. 1,575,354 Reg. Date 6/14/1994
WESLO 012257/03 6/2/1997	Reg. No. 9781 Reg. Date 6/15/1998
WESLO 134072 8/1/1997	Reg. No. 134072 Reg. Date 4/19/1999
WESLO 4419-94 6/29/1994	Reg. No. 98215 Reg. Date 7/27/1999
WESLO 7272/94 6/30/1994	Reg. No. 3445/96 Reg. Date 6/30/1994
WESLO 4329/97 4/21/1997	Reg. No. 75,082 Reg. Date 8/31/1999
WESLO 2970647A 4/25/1997	Reg. No. Z970647 Reg. Date 5/14/1998
WESLO M97 01584 5/9/1997	Reg. No. 151,987 Reg. Date 5/12/1998

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Trademark Application No. File Date	Registration No. Registration Date
WESLO 2032/97 6/4/1997	Reg. No. 204553 Reg. Date 6/4/1997
WESLO T094C001753 6/23/1994	Reg. No. 683743 Reg. Date 7/4/1996
WESLO 6-115840 11/17/1994	Reg. No. 4027674 Reg. Date 7/11/1997
WESLO 94/24516 6/21/1994	Reg. No. 332518 Reg. Date 1/25/1996
WESLO 62.741 5/16/1997	Reg. No. 62741 Reg. Date 5/16/1997
WESLO 12.024 5/29/1997	Reg. No. 12024 Reg. Date 5/29/1997
WESLO 229059 4/7/1995	Reg. No. 492775 Reg. Date 4/7/1995
WESLO 97-01451 5/5/1997	Reg. No. 50744 Reg. Date 8/28/2001
WESLO 943296 6/14/1994	Reg. No. 168,542 Reg. Date 6/22/1995
WESLO 237,947 8/27/1996	Reg. No. 237947 Reg. Date 6/16/1994
WESLO 036739 4/15/1997	Reg. No. 37517 Reg. Date 7/15/1997
WESLO Z-172786 4/25/1997	Reg. No. 120,551 Reg. Date 11/21/2000
WESLO 043589 4/23/1997	Reg. No. 28844 Reg. Date 4/23/1997
WESLO 95712100 10/27/1995	Reg. No. 148578 Reg. Date 10/27/1997
WESLO 94-06424 6/17/1994	Reg. No. 265 374 Reg. Date 3/24/1995
WESLO	Reg. No. 00713659 Reg Date 4/1/1985

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Trademark Application No. File Date	Registration No. Registration Date
WESLO 82041943 4/1/1985	Reg. No. 277,982 Reg. Date 4/1/1985
WESLO 97051452/T 5/27/1997	Reg. No. 18322 Reg. Date 2/15/2001
WESLO 73/626,687 10/24/1986	Reg. No. 1,465,620 Reg. Date 11/17/1987
WESLO 294.702 4/15/1997	Reg. No. 294702 Reg. Date 7/16/1998
WESLO 97/06368 4/29/1997	Reg. No. 97/06368 Reg. Date 4/29/1997
NORDICTRACK 22,302 6/23/1997	Reg. No. 19,111 Reg. Date 1/4/1999
NORDICTRACK 2,200,542 2/1/1999	Reg. No. 1,786,785 Reg. Date 4/6/2000
NORDICTRACK AM 8435/99 12/28/1999	Reg. No. 188.367 Reg. Date 5/10/2000
NORDICTRACK 729645 3/11/1997	Reg. No. 729645 Reg. Date 3/11/1997
NORDICTRACK 01214 2/3/1999	Reg. No. 81467-C Reg. Date 9/4/2000
NORDICTRACK 821444212 2/26/1999	Reg. No. 821444212 Reg. Date 9/17/2002
NORDICTRACK 918843 7/1/1998	Reg. No. 641660 Reg. Date 7/1/1999
NORDICTRACK 20022081 10/24/2002	Reg. No. 20388 Reg. Date 1/10/2005
NORDICTRACK 790,120 8/14/1995	Reg. No. 472,752 Reg. Date 3/18/1997
NORDICTRACK 02817/1999 3/30/1999	Reg. No. 464 544 Reg. Date 9/1/1999
NORDICTRACK 373.801	Reg. No. 501630 Reg. Date 1/18/1998
NORDICTRACK 367,802	Reg. No. 496338 Reg. Date 11/7/1997

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Trademark Application No. File Date	Registration No. Registration Date
NORDICTRACK 9900019056 2/25/1999	Reg. No. 1453146 Reg. Date 10/7/2000
NORDICTRACK 98.010.291 2/25/1998	Reg. No. 264413 Reg. Date 11/22/2002
NORDICTRACK  2/12/1999	Reg. No. 114,878 Reg. Date 7/29/1999
NORDICTRACK 1175751 5/18/1999	Reg. No. 1175751 Reg. Date 8/26/2003
NORDICTRACK OZ 139933 2/10/1999	Reg. No. 233,980 Reg. Date 9/10/2001
NORDICTRACK 398 75 154	Reg. No. 398 75 154 Reg. Date 7/23/1999
NORDICTRACK 94000 2/8/1999	Reg. No. I-1576-00 Reg. Date 3/28/2000
NORDICTRACK 014397 3/17/1999	Reg. No. 13176 Reg. Date 3/7/2000
NORDICTRACK (Stylized)	Reg. No. 90518 Reg. Date 6/18/1998
NORDIC 2002-325	Reg. No. 83002 Reg. Date 2/7/1997
NORDICTRACK 13155/95 10/16/1995	Reg. No. B04845 Reg. B04845
NORDICTRACK 13773/2002 9/4/2002	Reg. No. B15204/2003 Reg. Date 9/4/2002
NORDICTRACK 1556/99 2/5/1999	Reg. No. 75.885 Reg. Date 11/25/1999
NORDICTRACK M99 00484 2/3/1999	Reg. No. 158,999 Reg. Date 11/26/1999
NORDICTRACK 110,827 3/4/1997	Reg. No. 110827 Reg. Date 7/6/1998
NORDICTRACK 8620/1999 2/4/1999	Reg. No. 4796599 Reg. Date 8/20/2004
NORDICTRACK 16,649/1993 2/22/1993	Reg. No. 3204527 Reg. Date 9/30/1996

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Trademark Application No. File Date	Registration No. Registration Date
NORDICTRACK 68.702 2/5/1999	Reg. No. 68,702 Reg. Date 2/5/1999
NORDICTRACK 15.007 2/4/1997	Reg. No. 15,007 Reg. Date 2/4/1999
NORDICTRACK 216368 10/26/1994	Reg. No. 509,202 Reg. Date 10/31/1995
NORDICTRACK	Reg. No. 60559 Reg. Date 3/18/2004
NORDICTRACK 199901796 2/18/1999	Reg. No. 203879 Reg. Date 7/27/2000
NORDICTRACK 304 551 2/1/1999	Reg. No. 304551 Reg. Date 2/1/1999
NORDICTRACK 098895 2/18/1999	Reg. No. 98895 Reg. Date 2/18/1999
NORDICTRACK 078.806 2/9/1999	Reg. No. 054558 Reg. Date 4/27/1999
NORDICTRACK 107234 4/3/1996	Reg. No. 4-1996-108913 Reg. Date 10/8/2000
NORDICTRACK Z 197354 2/3/1999	Reg. No. 136220 Reg. Date 3/26/2002
NORDICTRACK 001408 2/1/1999	Reg. No. 217.215 Reg. Date 9/2/1999
NORDICTRACK 53,381 2/1/1999	Reg. No. 37341 Reg. Date 2/1/1999
NORDICTRACK 99703097 3/11/1999	Reg. No. 190362 Reg. Date 6/28/2000
NORDICTRACK 39,812 7/15/1997	Reg. No. 451/30 Reg. Date 4/11/1998
NORDICTRACK 10163/95 10/24/1995	Reg. No. T95/10163G Reg. Date 10/29/1995
NORDICTRACK 4548100 6/26/2000	Reg. No. 00164 Reg. Date 1/10/2001

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Trademark Application No. File Date	Registration No. Registration Date
NORDICTRACK 386303 4/30/1999	Reg. No. TM107948 Reg. Date 4/30/1999
NORDICTRACK 99030785 3/15/1999	Reg. No. 25518 Reg. Date 6/17/2002
NORDICTRACK 73/688640 10/8/1987	Reg. No. 1488669 Reg. Date 5/17/1988
NORDICTRACK 75/487566 5/19/1998	Reg. No. 2652123 Reg. Date 11/19/2002
NORDICTRACK 76/068357 6/12/2000	Reg. No. 2482096 Reg. Date 8/28/2001
NORDICTRACK 310,351 2/4/1999	Reg. No. 310,351 Reg. Date 10/22/2001
NORDICTRACK 99/01681 2/2/1999	Reg. No. 1999/01681 Reg. Date 4/4/2002
NORDICTRACK 78/246063 5/6/2003	Reg. No. 2,915,224 Reg. Date 12/28/2004
NORDICTRACK 636332 1/7/2004	Reg. No. 824987 Reg. Date 3/15/2004
NORDICTRACK 636333 1/7/2004	Reg. No. 824959 Reg. Date 3/12/2004
NORDICTRACK 636334 1/7/2004	Reg. No. 828468 Reg. Date 4/6/2004
NORDICTRACK 636335 1/7/2004	Reg. No. 853796 Reg. Date 9/29/2004
NORDICTRACK 636336 1/7/2004	Reg. No. 853166 Reg. Date 9/27/2004
NORDICTRACK 636338 1/7/2004	Reg. No. 853167 Reg. Date 9/27/2004
NORDICTRACK 370295	Reg. No. 507361 Reg. Date 3/17/1998
NORDICTRACK 1422542 12/14/1999	Reg. No. 1,422,542 Reg. Date 8/27/2003



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Trademark Application No. File Date	Registration No. Registration Date
NORDICTRACK 94-41385 10/18/1994	Reg. No. 340,829 Reg. Date 6/11/1996
NORDICTRACK 94-41383 10/18/1994	Reg. No. 336,857 Reg. Date 4/9/1996
NORDICTRACK 216366 10/26/1994	Reg. No. 509,201 Reg. Date 10/31/1995
NORDICTRACK Logo (Man on ski simulator) 626,548 4/6/1994	Reg. No. 626548 Reg. Date 4/6/1994
NORDICTRACK 94-8306 10/18/1994	Reg. No. 33,542 Reg. Date 11/15/1996
NORDICTRACK 239,552 8/9/1995	Reg. No. 504,377 Reg. Date 9/19/1995
NORDICTRACK 216367 10/26/1994	Reg. No. 528,287 Reg. Date 8/14/1996
N NORDICTRACK & DESIGN 3791679 11/10/2003	Registration No. 3791679 Registration Date 8/21/2005
N NORDICTRACK & DESIGN 636339 1/7/2004	Reg. No. 824370 Reg. Date 3/8/2004
N NORDICTRACK & DESIGN 636341 1/7/2004	Reg. No. 857519 Reg. Date 10/28/2004
N NORDICTRACK & DESIGN 636342 1/7/2004	Reg. No. 829158 Reg. Date 4/14/2004
N NORDICTRACK & DESIGN 636344	Reg. No. 636344 Reg. Date 10/29/2004
N Logo 76/083063 7/5/2000	Reg. No. 2,566,757 Reg. Date 5/7/2002
AIR WALKER 73/771,076 12/22/1988	Reg. No. 1551123 Reg. Date 8/8/89
AERO 74/057994 5/11/1990	Reg. No. 1637694 Reg. Date 3/12/1991
Misc. Design (Handlebar Design) 75/050192 1/30/1996	Reg. No. 2100837 Reg. Date 9/30/1997

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Trademark Application No. File Date	Registration No. Registration Date
PURSUIT AM 6092/95 10/27/1995	Reg. No. 166620 Reg. Date 10/8/1996
PURSUIT 858614 10/31/1995	Reg. No. 582084 Reg. Date 10/31/1995
PURSUIT 12230/1995 10/27/1995	Reg. No. 433304 Reg. Date 10/27/1995
PURSUIT 395 45 652 11/10/1995	Reg. No. 395 45 652 Reg. Date 7/9/1996
PURSUIT T066 96 633126 7/5/1996	Reg. No. 96633126 Reg. Date 7/5/1996
PURSUIT 2042707 10/27/1995	Reg. No. 2042707 Reg. Date 10/27/1995
PURSUIT 126870 11/7/1995	Reg. No. 126870 Reg. Date 9/17/1998
PURSUIT T095C003397 11/13/1995	Reg. No. 718770 Reg. Date 7/17/1997
PURSUIT 19956750 10/27/1995	Reg. No. 179192 Reg. Date 1/16/1997
PURSUIT 95712369/50 10/31/95	Reg. No. 149712 Reg. Date 10/31/1995
PURSUIT 95-12374 10/30/1995	Reg. No. 312 378 Reg. Date 4/26/1996
SPACE SAVER 819126 1/4/2000	Reg. No. 819,126 Reg. Date 1/4/2000
SPACE SAVER 1108157 6/28/2001	Reg. No. 608,259 Reg. Date 4/22/2004
SPACE SAVER 3502483 3/27/2003	Reg. No. 3502483 Reg. Date 4/28/2005
SPACE SAVER 92043479 7/14/2003	Reg. No. 01093311 Reg. Date 4/1/2004
SPACE SAVER 76/113,736 6/29/2000	Reg. No. 2,482,304 Reg. Date 8/28/2001

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Trademark Application No. File Date	Registration No. Registration Date
Chinese NordicTrack 3791684 11/10/2003	Reg. No. 3791684 Reg. Date 8/7/2005
Chinese HealthRider 3791674 11/10/2003	Reg. No. 3791674 Reg. Date 8/7/2005
ZONE TONER 75/074,359 3/1996	Reg. No. 2,354,291 Reg. Date 6/6/2000
CARDIO THEATER 01776384 7/26/2000	Reg. No. 1776384 Reg. Date 2/19/2003
WESLO HOME 2010727 2/7/1996	Reg. No. 2,010,727 Reg. Date 4/7/1997
PROFORM SPORT & Design	Reg. No. 635,640 Reg. Date 3/20/1995
WESLO 3000 FITNESS	Reg. No. 2,038,676 Reg. Date 8/20/
FIT MOTION 1775196 7/26/2000	Reg. No. 1775196 Reg. Date 8/29/2001
IMAGE PURSUE PERFECTION 2606424 3/7/2002	Reg. No. 2,606,424 Reg. Date 10/13/2003
FITNESS@HOME 1776053 7/26/2000	Reg. No. 1,776,053
GET THERE 75/186,194 10/23/1996	Reg. No. 2,199,276 Reg. Date 10/27/1998
SOFT STRIDER 75/195,180 11/8/1996	Reg. No. 2,265,312 Reg. Date 7/27/1999
POWER INCLINE 75/218,462 12/26/1996	Reg. No. 2,128,780 Reg. Date 1/13/1998
EASY STRIDE 75/253,664 3/7/1997	Reg. No. 2,107,513 Reg. Date 10/21/1997
CARDIO 8519 12/3/1997	Reg. No. 17853 Reg. Date 12/3/1997
CARDIO 2077063 4/10/1997	Reg. No. 1.676.370 Reg. Date 7/24/1998
CARDIO 97.3083 6/3/1997	Reg. No. 990,984 Reg. Date 9/22/1999

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Trademark Application No. File Date	Registration No. Registration Date
CARDIO BAZ971741A 4/29/1997	Reg. No. BAZ971741 Reg. Date 4/29/1997
CARDIO 819891258	Reg. No. 819981258 Reg. Date 10/28/2003
CARDIO 379,470 6/6/1997	Reg. No. 505,434 Reg. Date 2/27/1998
CARDIO 97-020710 4/18/1997	Reg. No. 205677 Reg. Date 2/13/1998
CARDIO 2830-97 4/23/1997	Reg. No. 104895 Reg. Date 12/3/1997
CARDIO OZ 122247 5/16/1997	Reg. No. 216155 Reg. Date 5/16/1997
CARDIO 97/0637 5/10/1997	Reg. No. 052738 Reg. Date 5/10/1997
CARDIO 97695166 9/16/1997	Reg. No. 97 695 166 Reg. Date 9/16/1997
CARDIO 012261/03 6/2/1997	Reg. No. 9785 Reg. Date 6/15/1998
CARDIO 134,073 8/1/1997	Reg. No. 134,073 Reg. Date 4/19/1999
CARDIO 2542-97 4/9/1997	Reg. No. 87,846 Reg. Date 10/8/1997
CARDIO 13981/96 11/6/1996	Reg. No. 11994/1997 Reg. Date 11/6/1996
CARDIO Z970649A 4/25/1997	Reg. No. Z970649 Reg. Date 5/14/1998
CARDIO M97 01585 5/9/1997	Reg. No. 151,986 Reg. Date 5/12/1998
CARDIO 62-743 5/16/1997	Reg. No. 62-743 Reg. Date 5/16/1997
CARDIO 12-027 5/29/1997	Reg. No. 12.027 Reg. Date 5/29/1997

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Trademark Application No. File Date	Registration No. Registration Date
CARDIO 97-4225 5/29/1997	Reg. No. 187378 Reg. Date 12/11/1997
CARDIO 036735 4/15/1997	Reg. No. 37516 Reg. Date 7/15/1997
CARDIO Z-172788 4/25/1997	Reg. No. 120,552 Reg. Date 5/11/2000
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