

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Icon IP, Inc.		09/06/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Attn: Robert Rittelmeyer
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2955760	5 STAR
Registration Number:	2938903	CROSSBAR BY WEIDER
Registration Number:	2961089	CROSSBAR
Registration Number:	2194526	ACCESS
Registration Number:	2929820	CABLE CROSS
Registration Number:	2961997	M
Registration Number:	2940871	M FREEMOTION
Registration Number:	2466267	FREE MOTION
Registration Number:	1777995	CROSS WALK
Registration Number:	2946735	CROSS BOW
Registration Number:	2940801	EPIC STRENGTH
Registration Number:	2961998	EPIC STRENGTH
Registration Number:	2070489	CARDIO TRAINER

CH \$1265.00 2955760

Registration Number:	2093932	PERSONAL TRAINER
Registration Number:	2466474	IFIT.COM
Registration Number:	2529777	IFIT.COM INTERACTIVITY
Registration Number:	2618509	I FIT
Registration Number:	2484907	I FIT.COM
Registration Number:	1588004	CADENCE
Registration Number:	1937301	CARDIOGLIDE
Registration Number:	1930107	IMAGE
Registration Number:	1683076	CUSHION DECK
Registration Number:	2164953	ICON
Registration Number:	2944885	PRO FORM
Registration Number:	1525754	PRO FORM
Registration Number:	1346441	PRO FORM
Registration Number:	1718385	PRO FORM
Registration Number:	2628490	HEALTH-RUNR
Registration Number:	1974468	
Registration Number:	1361341	WEIDER
Registration Number:	1465620	WESLO
Registration Number:	1488669	NORDICTRACK
Registration Number:	2652123	NORDICTRACK
Registration Number:	2482096	NORDICTRACK
Registration Number:	2915224	NORDICTRACK
Registration Number:	2566757	
Registration Number:	3030119	N
Registration Number:	2456237	GROUND ZERO DESIGN
Registration Number:	2427587	GROUND ZERO
Registration Number:	1551123	AIR WALKER
Registration Number:	1637694	AERO
Registration Number:	2100837	
Registration Number:	2482304	SPACE SAVER
Registration Number:	2199276	GET THERE
Registration Number:	2265312	SOFT STRIDER
Registration Number:	2128780	POWER INCLINE
Registration Number:	2107513	EASY STRIDE
Registration Number:	1534477	TOTAL ARM BLASTER

Registration Number:	3262982	QUICK SPEED
Registration Number:	3262981	ONE TOUCH

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 421343
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/19/2008

Total Attachments: 20
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TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of September 6, 2007 between ICON IP, INC., a Delaware corporation, (the "Assignor"), and BANK OF AMERICA, N.A., 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 Second Lien 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 Amended and Restated Revolving Credit and Term Loan Agreement dated as of even date herewith (as may be further amended and in effect from time to time, the "Senior Credit Agreement" and, together with all documents, instruments and agreements executed pursuant thereto, collectively, the "Senior 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 "Senior Lender Agent") for itself and other lending institutions which are, or may in the future become, parties thereto (collectively, the "Senior Lenders"), the Assignor is obligated to the Senior Lender Agent and the Senior Lenders, which obligations are secured by the collateral set forth herein; and

WHEREAS, the Administrative Agent, the Senior 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 Senior Lender Agent for the benefit of the Senior 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 therefore in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings as set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of 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 Section 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 Lender Agent under the Senior Credit Documents), 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 Section 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 Senior Lender Agent under the Senior Credit Documents) upon making the filings referred to in clause (x) of this Section 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 Section 2 or Section 6 so long as such is not inconsistent with any of such future

Trademarks, Trademark Registrations or Trademark Rights that the 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 Section 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 Section 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 Section 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 State of New York, 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 Section 19 of the Credit Agreement; and

(b) if to the Agent, at the address set forth in Section 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, telecopy, 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 Section 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 STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York 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 Section 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 Section 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 Senior Lender Agent and Senior 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 Senior Lender Agent for the benefit of the Senior Lenders with respect to the collateral pursuant to the Senior Credit Documents and as set forth in the Intercreditor Agreement. The limitations and qualifications set forth in this Section 22 be effective solely to recognize the rights of the Senior Lender Agent and Senior 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 Senior Lender Agent and Senior Lenders arising under the Senior 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 Section 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.

[Remainder of Page Intentionally Left Blank]

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

ICON IP, INC.

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

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

By: _____
Name: Robert J. Rittelmeyer
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003743 FRAME: 0108

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

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

By: Robert J. Rittelmeyer
Name: Robert J. Rittelmeyer
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

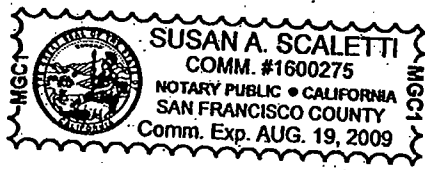
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On August 29, 2007 before me, Susan A. Scaletti
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Robert J. Rittelmeyer
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Scaletti (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

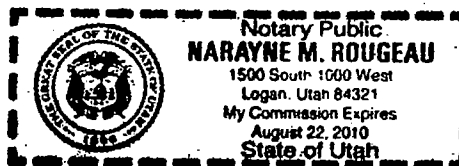
TITLE OR TYPE OF DOCUMENT _____
DATE OF DOCUMENT _____ NUMBER OF PAGES _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Cache) ss.

On this 31st day of August, 2007, 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 Delaware corporation.

Narayne M. Rougeau
(official signature and seal of notary)



Signature Page to Trademark Security Agreement

TRADEMARKS OWNED BY ICON IP, INC.

Icon File No.	WN File No.	Country	Trademark Application No. File Date	International Class Description	Registration No. Registration Date Status
T001 US	13914.873.1	US	5 STAR DESIGN 78/317,679 Filed: 10/23/2003	Class 5 - Food supplements and vitamins Class 9 - Pre-recorded video cassettes and compact discs featuring information regarding nutrition, exercise and weight loss Class 16 - Printed material in the form of booklets and brochures directed to nutrition, exercise and weight loss	Reg. No. 2,955,760 Reg. Date 5/24/2005
T004 US	13914.885	US	CROSSBAR BY WEIDER 78/275,221 7/16/2003	Class 28 - Exercise equipment, namely strength conditioning exercise equipment	Reg. No. 2,938,903 Reg. Date 4/5/2005
T005 US	13914.884	US	CROSSBAR 78/275,216 7/16/2003	Class 28 - Exercise equipment, namely strength conditioning exercise equipment	Reg. No. 2,961,089 Reg. Date 6/7/2005
T006 US	13914.16	US	ACCESS 75/046075 1/19/1996	Class 28 - Foldaway cabinet exercise treadmill	Reg. No. 2,194,526 Reg. Date 10/13/1998
T007 US	15420.46	US	CABLE CROSS 78/290,374 8/21/2003	Class 28 - Exercise equipment, namely weight lifting machines	Reg. No. 2,929,820 Reg. Date 3/1/2005
T008 US	15420.39	US	M Logo 78/246,328 5/6/2003	Class 28 - Exercising equipment, namely weight lifting machines, stair-stepping machines, powered treadmills for running and stationary exercise cycles	Reg. No. 2,961,997 Reg. Date 6/14/2005
T011 US	15420.44	US	M FREEMOTION 78/281,727 7/31/2003	Class 10 - Weight-lifting equipment and accessories for rehabilitation purposes, namely weight lifting stations, benches, boards, handles, barbells, dumbbells, weight plates, weight bars, weight trees, dumbbell racks, and locking collars Class 28 - Weight-lifting equipment and accessories for exercise, fitness and training, namely weight lifting stations, benches, boards, handles, barbells, dumbbells, weight plates, weight bars, weight trees, dumbbell racks and locking collars; stationary exercise machines, namely training and exercise machines and weight lifting machines	Reg. No. 2,940,871 Reg. Date 4/12/2005
T012 US	15420.16	US	FREE MOTION 75/638192 2/10/1999	Class 10 - Weight-lifting equipment and accessories for rehabilitation purposes, namely weight lifting stations, benches, boards, handles, barbells, dumbbells, weight plates, weight bars, weight trees, dumbbell racks, and locking collars Class 28 - Weight-lifting equipment and accessories for exercise, fitness and training, namely weight lifting stations, benches, boards, handles, barbells, dumbbells, weight plates, weight bars, weight trees, dumbbell racks and locking collars; stationary exercise machines, namely training and exercise machines and weight lifting machines	Reg. No. 2466267 Reg. Date 7/3/2001

TRADEMARK

TRADEMARKS OWNED BY ICON IP, INC.

Icon File No.	WN File No.	Country	Trademark Application No. File Date	International Class Description	Registration No. Registration Date Status
T013 US	13914.141	US	CROSS WALK 74/328649 11/4/1992	Class 28 – exercise machines	Reg. No. 1,777,995 Reg. Date 6/22/1993
T014 US	13914.887	US	CROSS BOW 78/275,997 7/18/2003	Class 28 - Fitness and exercise equipment, namely, weight training exercise devices that use flexible bows for resistance	Reg. No. 2,946,735 Reg. Date 5/3/2005
T017 US	15420.42	US	EPIC STRENGTH 78/246,355 5/6/2003	Class 28 – exercising machines, namely, weight lifting machines, bikes, elliptical machines, stair-stepping machines and powered treadmills for running	Reg. No. 2,940,801 Reg. Date 4/12/2005
T018 US	15420.43	US	EPIC STRENGTH & DESIGN 78/246,362 5/6/2003	Class 28 - Fitness and exercise equipment, namely, weight-lifting equipment and accessories for rehabilitation purposes, namely, weight-lifting stations comprising of weight lifting equipment benches, boards and benches accessories in the nature of handles and bars to be used to lift exercise weights, barbells, dumbbells, weight plates, weight trees, for holding exercise weights, dumbbell racks, and locking collars	Reg. No. 2,961,998 Reg. Date 6/14/2005
T019 US	13914.132	US	CARDIO TRAINER 74/700222 7/11/1995	Class 28 – Exercise machines, namely riding exercise machines	Reg. No. 2070489 Reg. Date 6/10/1997
T020 US	13914.166	US	PERSONAL TRAINER 74/363,149 2/22/1993	Class 41 – computer programs via telephone for electronically controlled exercise machines	Reg. No. 2,093,932 Reg. Date 9/9/1997
T022 US	13914.576.3	US	IFIT.COM 75/757235 7/21/1999	Class 42 - providing information and consultation services in the field of exercise equipment and personal health, fitness and nutrition by means of a global computer network	Reg. No. 2466474 Reg. Date 7/3/2001
T023 US	13914.577.2	US	IFIT.COM INTERACTIVITY 76/235866 4/4/2001	Class 28 - Fitness and exercise machines	Reg. No. 2529777 Reg. Date 1/15/2002
T025 US	13914.576	US	I FIT 75/638662 2/11/99	Class 28 - Fitness & exercise machines Class 41 – Educational services, namely, conducting personal training in the field of health & fitness	Reg. No. 2618509 Reg. Date 9/10/2002
T026 US	13914.576.4	US	iFit.com & Design 76/067635 6/12/2000	Class 28 – Fitness & exercise machines Class 41 – Educational services, namely, conducting personal training in the field of health & fitness	Reg. No. 2484907 Reg. Date 9/4/2001
T027 US	13914.128	US	CADENCE 73/781,397 2/16/1989	Class 28 – Exercise equipment, namely treadmills	Reg. No. 1,588,004 Reg. Date 3/20/1990
T028 US	13914.133	US	CARDIO GLIDE 74/615890 12/15/1994	Class 28 – Exercise machines	Reg. No. 1937301 Reg. Date 12/15/1994

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TRADEMARKS OWNED BY ICON IP, INC.

Icon File No.	WN File No.	Country	Trademark Application No. File Date	International Class Description	Registration No. Registration Date Status
T029 US	13914.158	US	IMAGE 74/087,953 8/14/1990	Class 28 – exercise machines	Reg. No. 1,930,107 Reg. Date 10/24/1995
T030 US	13914.143	US	CUSHION DECK 74/168,537 5/17/1991	Class 28 – Exercise Machines, namely treadmills	Reg. No. 1,683,076 Reg. Date 4/14/1992
T033 US	13914.157	US	ICON 74/686,600 6/8/1995	Class 28 – House mark for full line of exercise equipment	Reg. No. 2164953 Reg. Date 6/16/1998
T036 US	13914.170kkk	US	PROFORM (Stylized) 78/199,571 1/2/2003	Class 25 - Class 25 - Shoes and clothing, namely, t-shirts, long sleeve t-shirts, tank tops, sweat shirts, hooded sweat shirts, jackets, hooded jackets, shorts, pants, long pants, capri pants, sport bras, sport tops, socks, hats, caps, and gloves	Reg. No. 2,944,885 Reg. Date 4/26/2005
T036 US.1	13914.172	US	PROFORM 73/517,585 1/14/1985	Class 25 – clothing, namely shorts, pants, shirts, tops, seat pants and jackets	Reg. No. 1,525,754 Reg. Date 2/21/1989
T037 US	13914.170	US	PROFORM 73/440886 8/25/1983	Class 28 - Exercising Apparatus-Namely, Rowing Machines and Multiple Purpose Exercising Machines	Reg. No. 1,346,441 Reg. Date 7/2/1985
T037 US.1	13914.171	US	PROFORM 74/239,191 1/21/1992	Class 28 – exercising apparatus, namely, stepping machines, treadmills, striding machines, multigyms and stationary cycles	Reg. No. 1,718,385 Reg. Date 9/22/1992
T040 US	13914.255bbb.1	US	HEALTH-RUNR 75/400,679 12/5/1997	Class 9 – Computer programs...	Reg. No. 2,628,490 Reg. Date 10/1/2002
T041 US	13914.145	US	DESIGN (Standing Stick Figure) 74/399,369 6/2/1993	Class 28	Reg. No. 1,974,468 Reg. Date 5/21/1996
T045 US	13914.207	US	WEIDER 73/409,393 1/14/1983	Class 5 and 28	Reg. No. 1,361,341 Reg. Date 9/24/1985
T047 US	13914.200	US	WESLO 73/626,687 10/24/1986	Class 28 – exercise machines, skate boards and trampolines	Reg. No. 1,465,620 Reg. Date 11/17/1987
T048 US	14839.130	US	NORDICTRACK 73/688640 10/8/1987	Class 28 - Cross country ski simulator and exercise unit	Reg. No. 1488669 Reg. Date 5/17/1988

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TRADEMARKS OWNED BY ICON IP, INC.

Icon File No.	WN File No.	Country	Trademark Application No. File Date	International Class Description	Registration No. Registration Date Status
T048 US.1	14839.131	US	NORDICTRACK 75/487566 5/19/1998	Class 28 - Exercise equipment, namely, aerobic exercise equipment, treadmills, stationary cycles, cross country ski simulator machines, elliptical cross trainers, rowing machines, stair climbers, rider-type exercisers, air walker-type exercisers, spot toning exercisers, strength training machines, and stepper exercise machines	Reg. No. 2652123 Reg. Date 11/19/2002
T048 US.2	14839.131.1	US	NORDICTRACK 76/068357 6/12/2000	Class 28 - Fitness and exercise machines	Reg. No. 2482096 Reg. Date 8/28/2001
T049 US	14839.130.8	US	NORDICTRACK 78/246063 5/6/2003	Class 5 - Food and dietary supplements; beverages, namely nutritionally fortified beverages and soy protein for use as a nutritional ingredient in various powdered and ready-to-drink beverages	Reg. No. 2,915,224 Reg. Date 12/28/2004
T057 US	14839.131.2	US	N Logo 76/083063 7/5/2000	Class 28 - fitness and exercise machines	Reg. No. 2,566,757 Reg. Date 5/7/2002
T057 US.1	14839.265	US	N Logo 78/275,242 7/16/2003	Class 25 - Fitness clothing and apparel, namely, t-shirts, tank tops, sweat shirts, jackets, shorts, long pants, capri pants, sport bras, sport tops, gloves and hats	Reg. No. 3,030,119 Reg. Date 12/13/2005
T058 US	15420.13	US	GROUND ZERO Design 75/753,112 7/16/1999	Classes 10 & 28	Reg. No. 2,456,237 Reg. Date 5/29/2001
T059 US	15420.12	US	GROUND ZERO 75/753,110 7/6/1999	Classes 10 & 28	Reg. No. 2,427,587 Reg. Date 2/6/2001
T061 US	13914.119	US	AIR WALKER 73/771,076 12/22/1988	Class 28 - Machine for performing striding-type exercises	Reg. No. 1551123 Reg. Date 8/8/89
T064 US	13914.114	US	AERO 74/057994 5/11/1990	Class 28 - exercise equipment, namely stationary exercise cycles	Reg. No. 1637694 Reg. Date 3/12/1991
T065 US	13914.4	US	Misc. Design (Handlebar Design) 75/050192 1/30/1996	Class 28 - Exercise machines, namely riding exercise machines	Reg. No. 2100837 Reg. Date 9/30/1997
T067 US	13914.40.4	US	SPACE SAVER 76/113,736 6/29/2000	Class 28 - Fitness and exercise machines	Reg. No. 2,482,304 Reg. Date 8/28/2001
T089 US	13914.342	US	GET THERE 75/186,194 10/23/1996	Classes 28 & 35	Reg. No. 2,199,276 Reg. Date 10/27/1998

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TRADEMARKS OWNED BY ICON IP, INC.

Icon File No.	WN File No.	Country	Trademark Application No. File Date	International Class Description	Registration No. Registration Date Status
T090 US	13914.369	US	SOFT STRIDER 75/195,180 11/8/1996	Class 28 - fitness and exercise machines, namely, treadmills	Reg. No. 2,265,312 Reg. Date 7/27/1999
T091 US	13914.400	US	POWER INCLINE 75/218,462 12/26/1996	Class 28	Reg. No. 2,128,780 Reg. Date 1/13/1998
T092 US	13914.424	US	EASY STRIDE 75/253,664 3/7/1997	Class 28	Reg. No. 2,107,513 Reg. Date 10/21/1997
T101 US		US	TOTAL ARM BLASTER 73746832 8/18/1988	Class 28 - Body building training apparatus, namely a yoke with supporting straps and adjustable arm rests, designed to partially surround the torso of a body builder	Reg. No. 1534477 Reg. Date 4/11/1989
T102 US		US	QUICK SPEED 78/760,616 11/23/2005	Class 28 - Exercise Machines	Reg. No.: 3262982 Reg. Date: 07/10/2007
T103 US		US	ONE TOUCH 78760605 11/23/2005	Class 28 -- Exercise Machines	Reg. No.: 3262981 Reg. Date: 07/10/2007

RECORDED: 03/19/2008

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REEL: 003743 FRAME: 0115