

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Athlete's Performance, Inc.		11/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	adidas America, Inc. (formerly Adidas Sales, Inc. and Adidas Promotional Retail Operations, Inc.)
Street Address:	5055 N. Greely Avenue
City:	Portland
State/Country:	OREGON
Postal Code:	97217
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2407488	ATHLETES' PERFORMANCE
Registration Number:	2407489	ATHLETES' PERFORMANCE
Registration Number:	2428119	ATHLETES' PERFORMANCE
Registration Number:	2411558	ATHLETES' PERFORMANCE
Registration Number:	3016024	CORE PERFORMANCE
Registration Number:	3016023	CORE PERFORMANCE
Registration Number:	3124046	CORE PERFORMANCE
Registration Number:	3408901	CORE PERFORMANCE
Serial Number:	77340126	ARE YOU READY?
Serial Number:	77340032	ARE YOU READY?
Serial Number:	77339843	ARE YOU READY?
Serial Number:	77339761	ARE YOU READY?
Serial Number:	77339720	ARE YOU READY?
Serial Number:	77339706	ARE YOU READY?

OP \$940.00 2407488

900161855

**TRADEMARK
 REEL: 004203 FRAME: 0150**

Serial Number:	77339666	ARE YOU READY?
Serial Number:	77557078	ATHLETES' PERFORMANCE
Serial Number:	77557153	ATHLETES' PERFORMANCE
Serial Number:	77557205	ATHLETES' PERFORMANCE
Serial Number:	77266908	CORE PERFORMANCE
Serial Number:	77268342	CORE PERFORMANCE
Serial Number:	77266949	CORE PERFORMANCE
Serial Number:	77267032	CORE PERFORMANCE
Serial Number:	77267095	CORE PERFORMANCE
Serial Number:	77266827	CORE PERFORMANCE
Serial Number:	77385494	CORE PERFORMANCE
Serial Number:	77385236	CORE PERFORMANCE
Serial Number:	77385206	CORE PERFORMANCE
Serial Number:	77385121	CORE PERFORMANCE
Serial Number:	77385089	CORE PERFORMANCE
Serial Number:	77385030	CORE PERFORMANCE
Serial Number:	77385006	CORE PERFORMANCE
Serial Number:	77385550	CORE PERFORMANCE
Serial Number:	77244389	CPOD
Serial Number:	77596236	CPRO
Serial Number:	77596259	CPRO
Serial Number:	77475479	EVERY DAY IS A CHALLENGE. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT.
Serial Number:	77475375	MINDSET. NUTRITION. MOVEMENT. RECOVERY.

CORRESPONDENCE DATA

Fax Number: (404)541-3160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6500
Email: mcogburn@kilpatrickstockton.com
Correspondent Name: Jessica Nash, Kilpatrick Stockton
Address Line 1: 1100 Peachtree Street NE
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 34738/366169

NAME OF SUBMITTER: Margaret A. Cogburn

Signature:	/Margaret A. Cogburn/
Date:	05/11/2010
<p>Total Attachments: 14 source=Adidas_SA#page1.tif source=Adidas_SA#page2.tif source=Adidas_SA#page3.tif source=Adidas_SA#page4.tif source=Adidas_SA#page5.tif source=Adidas_SA#page6.tif source=Adidas_SA#page7.tif source=Adidas_SA#page8.tif source=Adidas_SA#page9.tif source=Adidas_SA#page10.tif source=Adidas_SA#page11.tif source=Adidas_SA#page12.tif source=Adidas_SA#page13.tif source=Adidas_SA#page14.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated as of November 12, 2008, is made by Athlete's Performance, Inc., a Delaware corporation ("API"), and the other entities signatory hereto (API and each such signatory hereto a "Grantor" and, collectively, the "Grantors"), which Grantors have offices at the locations set forth on the signature pages hereof, in favor of each of ADIDAS SALES, INC., an Oregon corporation ("ASI"), and ADIDAS PROMOTIONAL RETAIL OPERATIONS, INC., an Oregon corporation ("APROI") (ASI and APROI, collectively, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Secured Promissory Note, dated as of November 12, 2008, made by each of the Grantors in favor of ASI (as amended, restated or replaced from time to time, the "Note"), the Grantors have agreed, jointly and severally, to make payments to ASI in accordance with the terms and conditions of the Note;

WHEREAS, pursuant to that certain Sponsorship Agreement, dated as of January 1, 2005, by and between API and APROI (as amended, restated or replaced from time to time, including without limitation pursuant to that certain Third Amendment to Sponsorship Agreement dated as of November 12, 2008, the "Sponsorship Agreement"), API has agreed to perform certain obligations in favor of APROI; and

WHEREAS, pursuant to the Note and the Sponsorship Agreement, each Grantor is required to execute and deliver to Secured Party this Intellectual Property Security Agreement.

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

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the obligations of each Grantor under each of the Note and the Sponsorship Agreement (collectively, the "Obligations"), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, a lien upon all of its right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "Intellectual Property Collateral"):

(a) all of its patents and patent licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule II hereto;

(c) all of its copyrights and copyright licenses to which it is a party, including those referred to on Schedule III hereto;

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

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

2. **Representations and Warranties.** Each Grantor represents and warrants to Secured Party that, as of the date hereof, such Grantor does not have any interest in, or title to, any patent, registered trademark or registered copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

3. **Covenants.** Each Grantor covenants and agrees with Secured Party that from and after the date of this Intellectual Property Security Agreement:

(a) Grantors shall notify Secured Party immediately if they know or have reason to know that any material application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Secured Party with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Secured Party, such Grantor shall execute and deliver a supplement hereto as Secured Party may request to evidence Secured Party's lien on such patent, trademark or copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Secured Party to maintain and pursue each application, to obtain the

relevant registration and to maintain the registration of each of the patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a material adverse effect on the Grantors.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations), promptly take all commercially reasonable actions; including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

4. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Secured Party, pursuant to the Note or the Sponsorship Agreement, as applicable. Each Grantor and Secured Party expressly agree that the security interest granted by each Grantor under this Intellectual Property Security Agreement, the Note and the Sponsorship Agreement, as applicable, in the Intellectual Property Collateral are intended to be treated as a single security interest with respect to such Grantor for purposes of Article 9 of the Uniform Commercial Code as in effect in the state of Delaware (the "Code") and other applicable law. The exercise by Secured Party of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement, the Note and the Sponsorship Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement, on the one hand, and the Note or the Sponsorship Agreement, on the other hand, then the terms and conditions of the Note or Sponsorship Agreement, as applicable, shall prevail. In the event of any default under this Intellectual Property Security Agreement, the Note or the Sponsorship Agreement, Secured Party may, at its option, and without notice to or demand on any Grantor, exercise all rights and remedies available to Secured Party under the Code, the Note or the Sponsorship Agreement, any other agreement, at law, in equity, or otherwise.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note or the Sponsorship Agreement, as applicable.

7. **Termination.** Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate on the date that all Obligations have been satisfied in full.

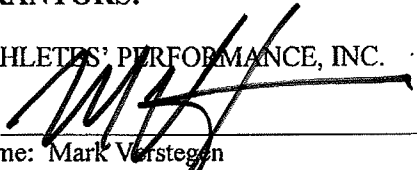
8. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

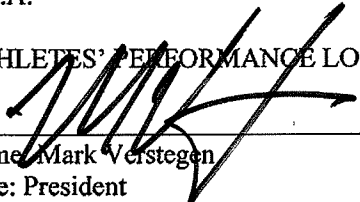
ATHLETES' PERFORMANCE, INC.

By: 
Name: Mark Verstegen
Title: Chairman of the Board
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.


ATHLETES' PERFORMANCE ARIZONA, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

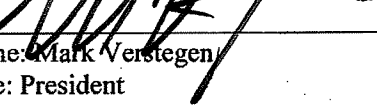
ATHLETES' PERFORMANCE LOS ANGELES, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

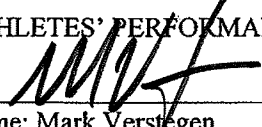
ATHLETES' PERFORMANCE FLORIDA, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

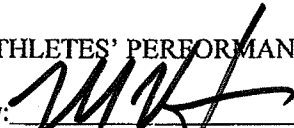
ATHLETES' PERFORMANCE LAS VEGAS, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

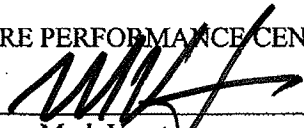
ATHLETES' PERFORMANCE PROPERTIES, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.


ATHLETES' PERFORMANCE INSITE, LLC

By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

CORE PERFORMANCE CENTERS, LLC

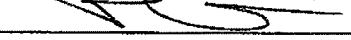
By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

CPC-SANTA MONICA, LLC

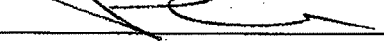
By: 
Name: Mark Verstegen
Title: President
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

ACCEPTED AND ACKNOWLEDGED BY:

ADIDAS SALES, INC., as Secured Party

By: 
Name: Paul Ehrlich
Title: Secretary and General Counsel

ADIDAS PROMOTIONAL RETAIL OPERATIONS, INC., as Secured Party

By: 
Name: Paul Ehrlich
Title: Secretary and General Counsel

ACKNOWLEDGMENT OF GRANTOR

STATE OF Oregon

COUNTY OF Multnomah

On this 7 day of ~~November~~ ^{April, 2009}, 2008, before me personally appeared Mark Verstegen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

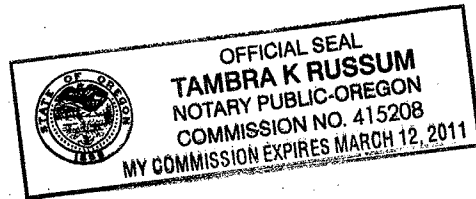
ATHLETES' PERFORMANCE, INC.
ATHLETES' PERFORMANCE ARIZONA, LLC
ATHLETES' PERFORMANCE LOS ANGELES, LLC
ATHLETES' PERFORMANCE FLORIDA, LLC
ATHLETES' PERFORMANCE LAS VEGAS, LLC
ATHLETES' PERFORMANCE PROPERTIES, LLC
ATHLETES' PERFORMANCE INSITE, LLC
CORE PERFORMANCE CENTERS, LLC
CPC-SANTA MONICA, LLC

who being by me duly sworn did depose and say that he is an authorized signatory of each foregoing entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of each foregoing entity.



Notary Public

{seal}



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
'295 Application	12/111,295	7/25/2008

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

ATTACHMENT TO SCHEDULE II OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Mark	Filed	Application Number/Registration Number	Status/Registration Date	Class
ARE YOU READY?	11/29/2007	77/340,126	PENDING	44
ARE YOU READY?	11/29/2007	77/340,032	PENDING	41
ARE YOU READY?	11/29/2007	77/339,843	PENDING	32
ARE YOU READY?	11/29/2007	77/339,761	PENDING	28
ARE YOU READY?	11/29/2007	77/339,720	PENDING	16
ARE YOU READY?	11/29/2007	77/339,706	PENDING	9
ARE YOU READY?	11/29/2007	77/339,666	PENDING	5
ATHLETES' PERFORMANCE	8/24/1999	2,407,488	11/21/2000	42
ATHLETES' PERFORMANCE	8/24/1999	2,407,489	11/21/2000	41
ATHLETES' PERFORMANCE	8/27/2008	77/557,078	PENDING	42
ATHLETES' PERFORMANCE	8/27/2008	77/557,153	PENDING	41
ATHLETES' PERFORMANCE & Design	8/27/2008	77/557,205	PENDING	41
ATHLETES' PERFORMANCE (Stylized)	8/24/1999	2,428,119	2/13/2001	42
ATHLETES' PERFORMANCE (Stylized)	8/24/1999	2,411,558	12/5/2000	41
CORE PERFORMANCE	5/3/2004	3,016,024	11/15/2005	41

Mark	Filed	Application Number/Registration Number	Status/Registration Date	Class
CORE PERFORMANCE	5/3/2004	3,016,023	11/15/2005	9
CORE PERFORMANCE	5/3/2004	3,124,046	8/1/2006	41,44
CORE PERFORMANCE	8/29/2007	77/266,908	PENDING	16
CORE PERFORMANCE	8/30/2007	3,408,901	4/8/2008	25
CORE PERFORMANCE	8/30/2007	77/268,342	PENDING	28
CORE PERFORMANCE	8/29/2007	77/266,949	PENDING	28
CORE PERFORMANCE	8/29/2007	77/267,032	PENDING	32
CORE PERFORMANCE	8/29/2007	77/267,095	PENDING	41
CORE PERFORMANCE	8/29/2007	77/266,827	PENDING	5
CORE PERFORMANCE & Design	1/31/2008	77/385,494	PENDING	41
CORE PERFORMANCE & Design	1/31/2008	77/385,236	PENDING	32
CORE PERFORMANCE & Design	1/31/2008	77/385,206	PENDING	28
CORE PERFORMANCE & Design	1/31/2008	77/385,121	PENDING	25
CORE PERFORMANCE & Design	1/31/2008	77/385,089	PENDING	16
CORE PERFORMANCE & Design	1/31/2008	77/385,030	PENDING	9

Mark	Filed	Application Number/Registration Number	Status/Registration Date	Class
CORE PERFORMANCE & Design	1/31/2008	77/385,006	PENDING	05
CORE PERFORMANCE & Design	1/31/2008	77/385,550	PENDING	44
CPOD	8/1/2007	77/244,389	PENDING	28
CPRO	10/20/2008	77/596,236	PENDING	28
CPRO	10/20/2008	77/596,259	PENDING	41
EVERYDAY IS A CHALLENGE.	5/15/2008	77/475,479	PENDING	5,9,16, 25, 28, 32, 41, 44
MINDSET. NUTRITION. MOVEMENT.	5/15/2008	77/475,375	PENDING	5,9,16, 25, 28, 32

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
Core performance: the revolutionary workout program to transform your body and your life	TX0005994580	1/7/2004

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Date</u>
None	

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE IV
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Name/Office location of each Grantor

ATHLETES' PERFORMANCE, INC.
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

ATHLETES' PERFORMANCE ARIZONA, LLC
600 Cordwainer Drive
Norwell, MA 02061
U.S.A.

ATHLETES' PERFORMANCE LOS ANGELES, LLC
600 Cordwainer Drive
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U.S.A.

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U.S.A.

ATHLETES' PERFORMANCE INSITE, LLC
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U.S.A.

CORE PERFORMANCE CENTERS, LLC
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Norwell, MA 02061
U.S.A.

CPC-SANTA MONICA, LLC
600 Cordwainer Drive
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U.S.A.