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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 09/01/2010 900170700

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICON Health & Fitness, Inc.		08/20/2010	CORPORATION: DELAWARE
HF Holdings, Inc.		08/20/2010	CORPORATION: DELAWARE
ICON International Holdings, Inc.		08/20/2010	CORPORATION: DELAWARE
Universal Technical Services		08/20/2010	CORPORATION: UTAH
Free Motion Fitness, Inc.		08/20/2010	CORPORATION: UTAH
ICON IP, Inc.		08/20/2010	CORPORATION: DELAWARE
510152 N.B. Ltd.		108/20/2010	CORPORATION: NEW BRUNSWICK
ICON Du Canada Inc.		08/20/2010	CORPORATION: QUEBEC

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent							
Street Address:	225 Franklin Street, 2nd Floor							
Internal Address:	Mail Code: MA1-225-02-05							
City:	Boston							
State/Country:	MASSACHUSETTS							
Costs Code:	02110							
Entity Type:	National Banking Association: USR							

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark			
Serial Number:	78317679	5 STAR			
Serial Number:	77431073	ACTIVATOR			
Serial Number:	74057994	AERO			
Serial Number:	74122373	AUTO INCLINE			
Serial Number:	78290374	CABLE CROSS			
Serial Number:	73781397	CADENCE			
Serial Number:	74615890	CARDIOGLIDE			

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Serial Number:	74700222	CARDIO TRAINER
Serial Number:	78275997	CROSS BOW
Serial Number:	74328649	CROSS WALK
Serial Number:	78275216	CROSSBAR
Serial Number:	78275221	CROSSBAR BY WEIDER
Serial Number:	74168537	CUSHION DECK
Serial Number:	74399369	
Serial Number:	78246355	EPIC STRENGTH
Serial Number:	78246362	EPIC STRENGTH
Serial Number:	78652460	FIT ELEMENTS
Serial Number:	77546479	FREEMOTION
Serial Number:	74158066	HEALTHRIDER
Serial Number:	75400679	HEALTH-RUNR
Serial Number:	75638662	I FIT
Serial Number:	74686600	ICON
Serial Number:	75757235	IFIT.COM
Serial Number:	74087953	IMAGE
Serial Number:	78281727	M FREEMOTION
Serial Number:	78246328	M
Serial Number:	76083063	
Serial Number:	78275242	N
Serial Number:	73688640	NORDICTRACK
Serial Number:	76068357	NORDICTRACK
Serial Number:	75487568	NORDICTRACK
Serial Number:	78246063	NORDICTRACK
Serial Number:	78760605	ONE TOUCH
Serial Number:	74363149	PERSONAL TRAINER
Serial Number:	75218462	POWER INCLINE
Serial Number:	73440886	PRO FORM
Serial Number:	73517585	PRO FORM
Serial Number:	74239191	PRO FORM
Serial Number:	78199571	PRO FORM
Serial Number:	78760616	QUICK SPEED
Serial Number:	76113736	SPACE SAVER
Serial Number:	73409393	WEIDER

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Serial Number:	73626687	WESLO					
Serial Number:	78197857	NORDICTRACK					
Serial Number:	78246177	NORDICTRACK					
Serial Number:	78275246	N NORDICTRACK					
Serial Number:	78652456	EPIC					
Serial Number:	77431155	ECOFIT					
Serial Number:	77554078	IFIT MOBILE					
Serial Number:	76666226	MAXX STRENGTH					
Serial Number:	77813101	X-FACTOR					

CORRESPONDENCE DATA

Fax Number:

(202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

202-739-5723

Email:

chimmelfarb@morganlewis.com

Correspondent Name:

Carolyn Himmelfarb

Address Line 1:

1111 Pennsylvania Avenue, N.W.

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102507-01-0034
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	09/01/2010

Total Attachments: 45

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TRADEMARK

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 20, 2010 (this "Trademark Agreement"), by and among ICON HEALTH & FITNESS, INC., a Delaware corporation (the "Borrower"), HF HOLDINGS, INC., a Delaware corporation ("Holdings"), ICON INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("International"), UNIVERSAL TECHNICAL SERVICES, a Utah corporation ("Universal"), FREE MOTION FITNESS, INC., a Utah corporation ("Free Motion"), ICON IP, INC., a Delaware corporation ("ICON IP"), 510152 N.B. LTD., a corporation organized under the laws of the province of New Brunswick ("ICON New Brunswick"), ICON DU CANADA INC., a corporation organized under the laws of the province of Quebec ("ICON du Canada") and each "Additional Grantor" as described in Section 22 below (each Additional Grantor, together with Borrower, Holdings, International, Universal, Free Motion, ICON IP, ICON New Brunswick and ICON du Canada, collectively, the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (collectively, the "Lenders") which are, or may in the future become, parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties party thereto, the Lenders, the Administrative Agent and Bank of America, N.A., as Swing Line Lender and L/C Issuer.

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

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

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

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

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:

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

1. <u>DEFINITIONS.</u>

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

Assignment of Marks. See Section 2.1.

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

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

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

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

- (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and
- (b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:
 - (i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the

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Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

- (ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;
- (iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and
- (iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

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

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

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to

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damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

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

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

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

GRANT OF SECURITY INTEREST.

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

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- 2.2 Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement, and applicable law (including the transfer or other disposition of the Collateral by such Grantor to the Administrative Agent or its nominee in lieu of foreclosure).
- Supplemental to Security Agreement. Pursuant to the Security Agreement, 2.3 each Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, collateral assignment, pledge and mortgage of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that:

- (a) <u>Exhibit A-1</u> sets forth a true and complete list of all Trademark Registrations now owned or controlled by such Grantor and <u>Exhibit A-2</u> sets forth a true and complete list of all material Trademark Registrations owned by Persons that are not Credit Parties but which are licensed, controlled or used by such Grantor;
- (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or

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proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations;

- (c) to the best of such Grantor's knowledge, each of its Trademarks and Trademark Registrations is valid and enforceable;
- (d) Exhibit as set forth on <u>Exhibit B</u> hereto, to the best of such Grantor's knowledge, there is no infringement by others of its Trademarks, Trademark Registrations or Trademark Rights;
- (e) no claim has been made that the Use of any of its Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others;
- (f) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that each Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third Persons, except as set forth on Exhibit C, other than the security interest and assignment created by the Security Agreement and other than Permitted Liens;
- (g) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms;
- (h) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademark Registrations set forth on Exhibit A-1 and Exhibit A-2;
- (i) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks;
- (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected security interest in the Pledged Trademarks (other than Pledged Trademarks arising under non-U.S. law) upon making the filings referred to in clause (k) of this Section 3 prior to all Liens other than Permitted Senior Liens;
- (k) except for the filing of financing statements with the applicable Secretaries of State under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO or any similar office or agency of any foreign country, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies bereunder; and

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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

4. <u>INSPECTION RIGHTS.</u>

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

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

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

6. AFTER-ACQUIRED TRADEMARKS, ETC.

- After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor shall provide to the Administrative Agent notice thereof in writing on a quarterly basis, concurrently with the delivery of each Compliance Certificate, and in accordance with the terms agreed to in the Credit Agreement, and file with the PTO a trademark security agreement with respect to such new Trademark Registrations substantially in the form of this Trademark Agreement, in substance reasonably satisfactory to the Administrative Agent, and execute and deliver all other documents, instruments and information (including serial numbers, application numbers, application dates, registration dates) as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.
- Amendment to Exhibit. Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Exhibit A-1 and Exhibit A-2 hereto and the Exhibit I to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 so long as such is not inconsistent with any of such future Trademarks, Trademark Registrations or Trademark Rights that the Grantor provides notice of to the Administrative Agent.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

7. TRADEMARK PROSECUTION.

- 7.1 Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the other Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any other Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.
- 7.2 Grantor's Duties, etc. Each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of its respective Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in its respective Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors on a joint and several basis. No Grantor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld, unless such abandonment is made by the Grantor in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.
- 7.3 Grantor's Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations, the Trademark Rights, the Trademark License Rights and any other rights pertaining to the Pledged Trademarks against any third party infringing or potentially infringing any of the rights thereof. Further, each Grantor shall have the right to recover and retain all settlement proceeds, damages, royalties and consideration for past, current and future infringement by any such third party as well as retaining any royalties received from any licensing arrangements resulting therefrom. Each Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any other Secured Party to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the other Secured Parties for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent pursuant to this Section 7.3.
- 7.4 Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including, but not limited to institution and maintenance of suits, proceedings or actions) as, in such Grantor's reasonable business judgment, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce all Pledged Trademarks, except as provided in Section 6.05 of the Credit Agreement. No Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

adversely affect the validity, grant or enforcement of the Pledged Trademarks, except where the failure to take or not take such action or permit such action to be taken or not taken by others would not reasonably be expected to have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.

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

8. <u>REMEDIES.</u>

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

9. <u>COLLATERAL PROTECTION.</u>

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

breach to be remedied), and such Grantor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

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

11. FURTHER ASSURANCES.

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

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full in cash and the cancellation and termination of all other obligations of the Secured Parties under the Loan Documents and with respect to the Bank Product Obligations, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors on a joint and several basis, take reasonable actions to execute and deliver to such Grantor all deeds, assignments and other instruments as may be necessary or proper to release the security interest in and to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by such Grantor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

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

15. OVERDUE AMOUNTS.

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

16. NO ASSUMPTION OF LIABILITY: INDEMNIFICATION.

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

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

17. NOTICES.

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

18. <u>AMENDMENT AND WAIVER.</u>

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

19. GOVERNING LAW; CONSENT TO JURISDICTION.

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

29. WAIVER OF JURY TRIAL.

EACH GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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

21. MISCELLANEOUS.

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

22. <u>ADDITIONAL GRANTORS.</u>

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

23. QUALIFIED NEW FINANCING INTERCREDITOR AGREEMENT.

Solely upon the occurrence of a Qualified New Financing Event, then, notwithstanding any other provision contained herein, this Trademark Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the provisions of the Qualified New Financing Intercreditor Agreement. In the event of any conflict or inconsistency between

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

the provisions of this Trademark Agreement and the Qualified New Financing Intercreditor Agreement, the provisions of the Qualified New Financing Intercreditor Agreement shall control.

[Remainder of page intentionally left blank]

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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

ICON HEALTH & FITNESS, INC.
FREE MOTION FITNESS, INC.
HF HOLDINGS, INC.
ICON INTERNATIONAL HOLDINGS, INC.
ICON IP, INC.
UNIVERSAL TECHNICAL SERVICES
510152 N.B. LTD.
ICON DU CANADA INC.

Name: Fi

Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

New York

) ss.

COUNTY OF

New York

On this 29th day of July, 2010, before me, the undersigned notary public, personally appeared Fred Beck, Chief Financial Officer proved to me through reasonably satisfactory evidence of identification, which was a Utah Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that(he)(she) signed it voluntarily for its stated purpose (as Chief Financial Officer of ICON Health & Fitness, Inc., a Delaware corporation; HF Holdings, Inc., a Delaware corporation; Icon International Holdings, Inc., a Delaware Corporation; Universal Technical Services, a Utah corporation; FREE MOTION FITNESS, INC., a Utah corporation; Icon IP, Inc., a Delaware corporation; 510152

N.B. LTD., a Canada/New Brunswick corporation and ICON DU CANADA INC., a corporation organized under the laws of the province of Quebec).

(official signature and seal of notary)

My commission expires:

Tachen Reid
Notary Public, State of New York
No. 81RE620845
Qualitied in Queens County
Commission Expires February 9, 20_2

(Notary Page to Trademark Security Agreement)

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

BANK OF AMERICA, N.A., as

Administrative Agent

Name: Christopher Godfrey

Title: Senior Vice President

(Signature Page to Trademark Security Agreement)

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXHIBIT A-1

Owned Trademark Registrations

Please see attached.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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T021 AR	Argentin	BEALTHERICKE	2,023,961	3/3/1996	Cl== 18	1672118	3/12/1997	ion IP isc		
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TOUS AN	Argentina	NORDICTRACK	2,200,542	2/1/1999	Class 28	1,786,785	4/5/2000	less Health &		
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1047 AR	Argentine Argentine	PROFORM WELLO	2463859 2463859		Class 28 Class 28	1978249	420/2004	Inen IP inc.		
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T013 AU	America	CROSS TRAINEL	649,185 651,351	12/22/1994	Che 18	667192 621321	17/23/1594	Ices IP, in:		
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TOLSAU	Avertelia	CHRICIN (new)	618,923	4/19/1995	Class 18	658.923	4/19/1995	Icen IV. Inc		
TOIS AU	America	DESCRIPT (nfd)	659,247	4/21/1995	Cl=q. 28	859,287	4/21/1995	live D, he		
T048 AD	Australia Australia	NORDICTRACK	717,831	3/11/1997	Class 28	717831 729645	9/36/1996 2/11/1997	Insa IP, Ins		ļ
TOJ4 AU	Australia	HEALTHUIDER FRO	743046	9/12/1907	Chan 28	763.846	5/6/1993	Ican III, bac	-	
T007 AU	Australia	SPACE SAYER	B19126	L/4/2000	Class 28	819,176	1/4/2000	less IP, he:		
1056.AU	Amendia	N NORDICTRACE &	983538	1/7/2004	Classes 3, 5, 25, 28,		12/31/2003	icen IP, kun.		
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T1125 AU	America	iFIT	923540	12/51/2003		903540	12/31/2003	inm IP, inc.		
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T008 AU	America	MLogo	984,224	1/7/2004	Class 28	784,224	9/9/2004	Iom IP, inc		
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T029 AU	Amenia	DEACE	634740	7/13/1994	Chan 28	A63-6740	7/13/1994	ken P. inc		
T037 AU	Ametalia	PROPORM(445125	5/9/1986	Class 28	B445.125	5/9/1996	lon P.lo:		
T932 AT	America	LIFE STYLEY	AMC274/95	L/20/1995		164.173	1/14/DM	long P, lex		
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T077 AT	Ameria	CADENCE	AM 6093/95	10/27/1995	Cless 2.8	102,759	2/25/1996	lose IP, her		
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1096.AZ	Azeleje	CANDIO	97.3023			990984	9/22/1999	icas IP, bar		
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T029 BR T013 BR T095 HR		TRUFURM	31.79534 69	9/1/1994	C 21	(417953469)	1/9/1994	long IF, last		
T013 BJR T096 HJR	Beeri	HEALTHUCER	\$19,154,130	3/21/1996	Cless 24	B19154134	11/17/1991	Jone IP, Jac		
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T037 CA	Comá	PEOPORM	606,004	4/29/1988	Chan 18	379,069	2/1/1991	loon IP, Inc.	Security Interest CIE	
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T003 CA	Compute	CROSS TRAINER	771.507	12/13/1994	Class 28	467,872	12/18/1996	loss IF, les.	Security Interests: OE	· · ·
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TO28 CA	Carada	CAEDIOGLIDE	781,557	4/29/1995	Class 22	489,102	2/2/1998	lose IP. los.		
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							9/12/1997	loss II', Inc.	Capital Corp.,	Y
T012 CA	Canada	PERR MOTION	1,024,823	£/\$/1999	Ches 28	TMA 551,255	9/12/1997 9/28/2001	less IP, inc.	Capital Corp.,	Y
T012 CA	Canada.	FREE MOTION CARLE CROSS	1,034,823 1,199,975	2/5/1999 12/19/202003	Ches 28 Ches 28	TMA 551,255 TMA 662,677	9/12/1997 9/28/2001 6/22/2001	lem IP, lnc. lem IP, lnc lem IP, lnc	Capital Corp.,	Y
T012 CA T007 CA T014 CA	Carada Carada Carada	FERR MOTION CARLE CROSS CROSS BOW	1,094,823 1,109,975 1,109,981	8/5/1999 12/19/202005 12/19/2003	Case 28 Case 28 Case 28	TMA 551,255 TMA 642,677 TMA 642,294	9/12/1997 9/28/2001 6/27/2001 B/16/2005	Ican IP, inc. Ican IP, inc Ican IP, inc Ican IP, inc	Capital Corp.,	Y
T012 CA T007 CA T014 CA T025 CA	Canada.	FIRE MOTION CARLE CROSS CROSS BOW	1,024,823 1,199,975 1,199,981 12,06760	8/5/1999 12/19/2003 12/19/2004	Ches 28 Ches 28 Ches 28 Ches 28 Ches 29, 34	TMA 551,255 TMA 662,677 TMA 661,294 TMA 661,299	9/12/1997 9/28/2081 6/22/2091 9/16/2095 8/21/2005	lem IP, lnc. lem IP, lnc lem IP, lnc	Capital Corp.,	Y
T012 CA T007 CA T014 CA	Caracha Caracha Caracha Caracha Caracha	FERR MOTION CARLE CROSS CROSS BOW	1,094,823 1,109,975 1,109,981	8/5/1999 12/19/202005 12/19/2003	Case 28 Case 28 Case 28	TMA 551,255 TMA 642,677 TMA 642,294	9/12/1997 9/28/2081 6/22/2091 9/16/2095 8/21/2005	loss IP, inc. loss IP, inc	Capital Corp.,	Y
T012 CA T007 CA T014 CA T025 CA T005 CA	Caracha Caracha Caracha Caracha Caracha	FERE MOTION CABLE CACSS CROSS BOW SPIT CEOSSIBAR	1,004,823 1,199,975 1,199,981 1206760 1,202,987	8/5/1999 12/19/2005 12/19/2003 2/18/2004 1/8/2004	Ches 28 Class 28 Class 28 Class 29, 36 Class 20	TMA 551,255 TMA 642,677 TMA 641,294 TMA 641,294 TMA 641,592	9/12/1997 9/28/2081 6/22/2081 9/16/2085 9/21/2005 9/24/2005	Ican IP, Inc. Ican IP, Inc	Capital Corp.,	Y
TUIZ CA TUOT CA TUIT CA TUIZ CA TUIZ CA	Carada Carada Carada	FERREMOTION CARE E CROSS CROSS BOW RFIT CROSSEAR DAGG	1,034,823 1,199,975 1,199,981 1206760 1,202,987 1241595	8/5/1999 12/19/2005 12/19/2003 2/19/2004 1/9/2004 5/17/2005	Ches 28 Ches 28 Ches 28 Ches 29 Ches 20 Ches 20	TMA 551,255 TMA 652,677 TMA 641,294 TMA 641,689 TMA 641,682 TMA 641,982	9/12/1997 9/28/2001 9/22/2001 9/16/2005 9/21/2005 9/28/2007	loss IP, inc. loss IP, inc loss IP, inc loss IP, los loss IP, los loss IP, los loss IP, los	Capital Corp.,	Y
TOI2 CA TOOT CA TOI4 CA TOI5 CA TOI5 CA TOI5 CA TOI5 CA TOI5 CA	Caracia Caracia Caracia Caracia Caracia Caracia Caracia	FEER MOTION CARLE CROSS CROSS BOW FIT CROSSEAR BAGG PAGE	1,034,823 1,199,973 1,199,981 1204,760 1,202,087 1,243,995 421,297	8/5/1999 12/19/2005 12/19/2003 2/18/2004 18/2004 5/17/2005 3/12/1993	Ches 28 Ches 24 Ches 25 Ches 29 Ches 28 Ches 28 Ches 28 Ches 28	TMA 551,255 TMA 641,677 TMA 641,294 TMA 641,689 TMA 641,689 TMA 641,682 TMA 641,082	9/12/1997 9/28/2091 9/23/2095 9/21/2095 9/22/2095 9/22/2095 1/23/2097 1/23/1994	Ican II, Inc. Ican II, Inc	Capital Corp.,	Y
T012 CA T007 CA T014 CA T025 CA T005 CA T007 CA T007 CL	Canada Canada Canada Canada Canada Canada Canada Canada Canada	PERB MOTION CARLE CROSS CROSS BOW GOT CROSSBAR BAAGE FAUSCRM WESTLO	1,034,823 1,199,975 1,199,981 1206760 1,202,987 1,241,795 421,297 464649	8/5/1999 12/19/202003 12/19/2003 2/18/2004 1/8/2004 5/17/2005 8/12/1993 1/1/4/2009	Case 28 Class 24 Class 25 Class 29 34 Class 20 34 Class 28 Class 28 Class 28 Class 28 Class 28 Class 28	TMA 551,255 TMA 541,677 TMA 541,677 TMA 541,639 TMA 641,639 TMA 641,639 TMA 641,639 441,577 444,649	9/12/1997 9/28/2081 9/28/2081 9/12/2083 9/12/2085 9/22/2085 9/22/2087 9/22/2094 7/22/1994	Ican IP, Inc. Ican IP, Inc Ican IP, Inc Ican IP, Ica	Capital Corp.,	Y
TUI2 CA TUY CL TUY CL	Canada Ca Canada Canada Canada Canada Canada Canada Canada Canada Canada Canada Canada Canada Canada	FEER MOTION CASE CROSS CAOS BOW FIT CROSSBAR BRANG PLOCKM WESTLO CROSS WALK	1,094,823 1,199,975 1,199,981 12062,987 1,202,987 1241,797 464640 279,462	8/5/1999 12/19/2003 12/19/2003 2/18/2004 1/9/2004 5/17/2005 3/17/2005 3/17/2009 5/6/1907	Cines 28 Cines 28 Cines 28 Cines 29, 34 Cines 20 Cines 28 Cines 28 Cines 28 Cines 18 Cines 18 Cines 18	TMA 551,255 TMA 561,257 TMA 561,294 TMA 561,299 TMA 661,590 TMA 661,912 TMA 661,912 TMA 661,690 S87496	9/12/1997 9/28/2091 9/23/2095 9/21/2095 9/22/2095 9/22/2095 1/23/2097 1/23/1994	Ican II, Inc. Ican II, Inc	Capital Corp.,	Y
TUI2 CA TUY CL TUY CL	Canada Canada Canada Canada Canada Canada Canada Calda Calda Calda Calda Calda	FEER MOTION CASE CROSS CAOS BOW FIT CROSSBAR BRANG PLOCKM WESTLO CROSS WALK	1,094,823 1,199,975 1,199,981 12062,987 1,202,987 1241,797 464640 279,462	8/5/1999 12/19/2003 12/19/2003 2/18/2004 1/9/2004 5/17/2005 3/17/2005 3/17/2009 5/6/1907	Cines 28 Cines 28 Cines 28 Cines 29, 34 Cines 20 Cines 28 Cines 28 Cines 28 Cines 18 Cines 18 Cines 18	TMA 551,255 TMA 561,257 TMA 561,294 TMA 561,299 TMA 661,590 TMA 661,912 TMA 661,912 TMA 661,690 S87496	9/12/1997 9/28/2001 9/28/2001 9/16/2005 9/21/2005 9/28/2005 9/28/2007 2/28/2007 7/22/1994 1/18/2001	Ican IP, Inc. Ican IP, Inc. Ican IP, Inc Ican IP, Ica	Capital Corp.,	Y
T012 CA T007 CA T014 CA T015 CA T015 CA T015 CA T017 CL T017 CL T013 CL	Canada Canada Canada Canada Canada Canada Canada Calda Calda Calda Calda Calda	PERBLIDITION CARE CROSS CROSS BOW ET CROSSBAR MAGE PAGE WESTLO CROSS WALX MAGE	1,024,823 1,199,973 1,199,981 1296,760 1,202,987 1241,995 421,297 421,297 421,297 421,297 421,297 421,297 421,297 421,297 421,297	8/5/1999 12/19/202003 12/19/2003 2/18/2004 1/8/2004 5/17/2005 8/12/1993 1/1/4/2009	Case 28 Case 28 Case 28 Case 29 Case 29 Case 29 Case 28 Case 28 Case 18 Case 18 Case 18 Case 18 Case 18 Case 18	TMA 551,255 TMA 943,677 TMA 648,294 TMA 648,080 TMA 648,082 TMA 648,082 TMA 648,082 461,297 461,640 557,496 556,520	9/12/1997 9/28/2081 9/28/2084 9/16/2085 9/21/2085 9/21/2085 9/21/2087 2/21/1994 7/21/1996 1/18/2081 5/39/2081	Ican IP, Inc. Ican IP, Inc. Ican IP, Inc. Ican IP, Ican	Capital Corp.,	Y
T012 CA T007 CA T007 CA T014 CA T015 CA T015 CA T017 CA T017 CL T017 CL T013 CL T013 CL T013 CL	Chouds Counts Co	FERRIMOTION CARE E CROSS CADES BOW FUT CADESTAR PAGAGE PAGFORM WESTLO CROSS WALX MAGES MAGEN MAG	1,024,823 1,199,975 1,199,981 1296,760 1,202,087 1,202,087 421,297 4566@ 279,462 394,313 367,862	2/5/1999 12/19/202003 12/19/2003 2/18/2004 1/19/2004 5/17/2005 3/12/1993 1/14/2008 5/6/1997	Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 20 Ches 20 Ches 28 Ches 28 Ches 18 Ches 18 Ches 28	TMA 551,255 TMA 641,677 TMA 641,294 TMA 641,899 TMA 641,899 TMA 641,899 TMA 641,691 SE746 SE746 SE746 SE746 SE746 SE746 SE746	9/12/1997 9/28/2001 9/28/2001 9/14/2005 9/24/2005	Ican IP, Inc.	Capital Corp.,	Y
T012 CA T097 CA T097 CA T014 CA T015 CA T015 CA T017 CL T017 CL T013 CL T019 CL T019 CL T019 CL	Canada Ca	FRIG MOTION CARE E CROSS CARE E CROSS CARE E CROSS CARE E CROSS EVENT ETT CARONIM WERLO CROSS WALX MARKE MARKE MARKE MARKETERACK CARONIC CARON	1,034,823 1,199,975 1,199,981 1296,760 1,202,987 12413,297 464649 379,462 384,513 367,862 379,470	2/5/1999 12/19/2003 12/19/2003 12/19/2004 1/19/2004 5/17/2005 5/12/1993 1/14/2008 5/6/1997	Ches 128 Ches 14 Ches 15 Ches 15 Ches 25 Ches 25 Ches 18 Ches	TMA 551,255 TMA 651,255 TMA 651,257 TMA 661,390 TMA 661,390 TMA 641,390 TMA 641,390 S37,696 S37,696 S37,696 S38,591 R33,346	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2006 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005 9/21/2005	Loss IV, inc.	Capital Corp.,	Y
T012 CA T097 CA T014 CA T014 CA T015 CA T019 CA T019 CA T017 CL T012 CL T012 CL T012 CL T012 CL T013 CL T013 CL	Chenda Carada Carada Carada Carada Carada Calle Ca Calle Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	FERRIMOTION CAREE CROSS CAREE CROSS BOW FIT CLOSSEAR PAGAGE PAGFORM WESTLO CROSS WALX BAGES MARKET BAGES MARK	1,024,823 1,199,913 1,199,981 1,202,987 1241,595 421,297 454649 279,462 384,513 367,862 379,700 379205	8/5/1999 13/79/2003 12/19/2003 12/19/2004 5/17/2005 5/17/2005 5/17/2005 5/17/2006 5/1997 7/21/1997	Ches 72: Ches 12: Ches 13: Ches 14: Ches 15: Che	TMA 551,255 TMA 651,275 TMA 651,672 TMA 651,672 TMA 661,672 TMA 671,275 TMA 67	9/12/1997 9/28/2081 9/28/2083 9/14/2085 8/21/2083 8/21/2085 8/21/2085 8/21/2085 8/21/2085 8/21/2085 1/10/2085 1/10/2085 1/10/2085 3/17/1998 3/17/1998	Loss II, Inc. Loss III, Inc. Loss II, Inc. Loss III, Inc. Loss II, Inc. Loss II, Inc. Loss II, Inc. Loss III, Inc. Loss IIII Loss III, Inc. Loss III, Inc. Loss IIII Loss III, Inc. Loss III, Inc. Los	Capital Corp.,	Y
T012 CA T007 CA T014 CA T014 CA T015 CA T015 CA T017 CL T017 CL T013 CL T013 CL T013 CL T013 CL T013 CL T013 CL	Canada Canada Canada Canada Canada Canada Callo Ca Callo Ca Callo Ca Callo Callo Ca Ca Callo Ca Ca Callo Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	FERRIMOTION CARRIC CACS CANOS CACS CAOSS BOTY FOT CAOSSBAR RAMA RAMA MEDIO CACSS WALX RAMA RAMA RAMA RAMA RAMA RAMA RAMA RAM	1,024,823 1,192,975 1,199,981 1,296,760 1,202,087 124,1995 464,640 279,462 394,513 379499 379,095 379,095 379,095	2/5/1999 12/19/202003 12/19/2003 2/18/2004 1/19/2004 5/17/2005 3/12/1993 1/14/2008 5/6/1997	Ches 22 Ches 22 Ches 25 Ches 25 Ches 25 Ches 28 Ches 2	TMA 551,255 TMA 651,275 TMA 641,274 TMA 641,274 TMA 641,272 TMA 64	9/12/1997 9/22/1997 9/22/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2099 1/12/1994 1/12/2095 1/12/2099 3/17/1998 3/17/1998	Loss IV, inc.	Capital Corp.,	Y
T012 CA T007 CA T014 CA T014 CA T015 CA T015 CA T019 CA T019 CL T013 CL T013 CL T013 CL T018 CL T018 CL T018 CL T019 CL	Chenda Carada Carada Carada Carada Carada Calle Ca Calle Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	FERRIMOTION CAREE CROSS CAREE CROSS BOY FOR COOSEBEAR DAGAGE FAUFCRM WESTLO CROSS WALX MAGES NORDICITACK CAYPRO CAPROC CA	1,024,823 1,199,973 1,199,981 1,297,987 1,297,987 1,241,795 421,297 456,660 379,462 394,113 367,892 379,490 379,295 379,490 379,295 379,490 379,295 379,490	8/5/1999 13/79/2003 12/19/2003 12/19/2004 5/17/2005 5/17/2005 5/17/2005 5/17/2006 5/1997 7/21/1997	Ches 72: Ches 12: Ches 13: Ches 14: Ches 15: Che	TMA 551,255 TMA 651,275 TMA 661,274 TMA 661,267 TMA 661,269 TMA 66	9/12/1997 9/22/1997 9/22/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2095 9/12/2099 1/12/1994 1/12/2095 1/12/2099 3/17/1998 3/17/1998	lean IP, inc. lean IP, inc. lean IP, bar	Capital Corp.,	Y
T012 CA T007 CA T014 CA T014 CA T015 CA T015 CA T019 CA T019 CL T013 CL T013 CL T013 CL T018 CL T018 CL T018 CL T019 CL	Chench Canach Canach Canach Canach Calle Ca Calle Ca Calle Ca Calle Ca Calle Ca Calle Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	FERRIMOTION CAREE CROSS CAREE CROSS BOY FOR COOSEBEAR DAGAGE FAUFCRM WESTLO CROSS WALX MAGES NORDICITACK CAYPRO CAPROC CA	1,024,823 1,199,973 1,199,981 1,297,987 1,297,987 1,241,795 421,297 456,660 379,462 394,113 367,892 379,490 379,295 379,490 379,295 379,490 379,295 379,490	8/5/1999 12/19/202005 12/19/2003 12/19/2004 5/17/2005 5/17/2005 5/12/1997 4/6/1997 5/6/1997	Class 28 Class 38 Cla	TMA 551,255 TMA 951,255 TMA 961,671 TMA 961,274 TMA 681,392 TMA 681,392 TMA 681,392 481,597 481,640 387,996 391,591 391,591 393,346 823,850 823,873 823,573	9/12/1997 9/20/2001 9/20/2003 9/16/2005 9/16/2005 9/16/2005 9/21/2005 9/21/2007 2/27/1904 1/10/2001 11/7/1908 3/77/1908 3/77/1908	Lean IP, Inc. Lean IP, Lear Lean IP, Lear Lean IP, Lear	Capital Corp.,	Y
T012 CA T097 CA T097 CA T014 CA T014 CA T015 CA T015 CA T017 CL T017 CL T013 CL	Chench Canach Canach Canach Canach Calle Ca Calle Ca Calle Ca Calle Ca Calle Ca Calle Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca Ca	FERRIMOTION CARE E CROSS CONSE BOTY SET CONSE BOTY SET CONSER MAGE MAGE MAGE MAGE MAGE MAGE MAGE MAGE	1,024,823 1,199,973 1,199,981 1,299,981 1,297,987 1,241,795 421,297 424,646,68 279,462 394,113 367,862 379,470 379,295 379,470 379,295 379,470	2/5/1999 12/19/2020 12/19/2020 12/19/2020 12/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020	Chan 28 Chan 28 Chan 28 Chan 29 Chan 29 Chan 29 Chan 29 Chan 28 Chan 2	TMA 551,255 TMA 661,677 TMA 661,699 TMA 661,699 TMA 661,699 TMA 661,699 TMA 661,699 S17,696	9/12/1997 9/28/2011 9/28/2019 9/12/2	lean IP, inc. lean IP, inc. lean IP, her	Capital Corp.,	Y
T012 CA T007 CA T014 CA T014 CA T015 CA T015 CA T019 CA T019 CL T013 CL T013 CL T013 CL T018 CL T018 CL T018 CL T019 CL	Chronich Commit. Commi	FERRIMOTION CAREE CROSS CAREE CROSS BOY FOR COOSEBEAR DAGAGE FAUFCRM WESTLO CROSS WALX MAGES NORDICITACK CAYPRO CAPROC CA	1,024,823 1,199,973 1,199,981 1,297,987 1,297,987 1,241,795 421,297 456,660 379,462 394,113 367,892 379,490 379,295 379,490 379,295 379,490 379,295 379,490	2/5/1999 12/19/2020 12/19/2020 12/19/2020 12/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020 1/19/2020	Chan 28 Chan 28 Chan 28 Chan 29 Chan 29 Chan 29 Chan 29 Chan 28 Chan 2	TMA 551,255 TMA 951,255 TMA 961,671 TMA 961,274 TMA 681,392 TMA 681,392 TMA 681,392 481,597 481,640 387,996 391,591 391,591 393,346 823,850 823,873 823,573	9/12/1997 9/20/2001 9/20/2003 9/16/2005 9/16/2005 9/16/2005 9/21/2005 9/21/2007 2/27/1906 1/10/2001 11/7/1908 3/77/1908 3/77/1908	Loon IP, Inc. Loon IP, Loo Loo Loo Loo Loo Loo Loo Loo	Capital Corp.,	Y
TUIZ CA TUIZ C	Chronich Commits Commi	FEER MOTION CARE E CROSS CANSE CROSS CANSE CROSS ECOSS BOTY SET CANSS BOTY SET CANSS BOTY METAL CANSS BALL MAKE MAKE MAKE MAKE MAKE CASINA CASINA CASINA CASINA MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAK	1,004,823 1,199,973 1,199,981 1200,790 1,202,987 1	925/1999 1279/240003 1279/26003 1279/2603 1787/2005 8777/2005 8777/2005 8877/2005 8877/2005 8877/2005 8877/2005 8877/2005 8877/2005	Class 28	TMA 551,255 TMA 541,255 TMA 641,254 TMA 641,254 TMA 641,264 TMA 641,262 TMA 64	9/12/1997 9/26/2011 9/26/2011 9/26/2011 9/26/2011 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2011 11/7/1997 9/26/2015 9/26/2011 11/7/1998 1/7/1998 1/7/1998 1/7/1998 1/7/1998 1/7/1998 1/7/1998 1/7/1998	lean IP, inc. lean IP, inc. lean IP, her	Capital Corp.,	Y
T012 CA T097 CA T097 CA T097 CA T091 C	Canada Ca	FERB MOTION CARE E CROSS CARE E CROSS CARE E CROSS DOY ET CARE E CROSS MALX MEDIO CROSS WALX MACE MACE MACE MACE MACE MACE MACE MACE	1,004,823 1,199,973 1,199,973 1,199,973 1,199,973 1,202,	925/1999 1279/240003 1279/26003 1279/2603 1787/2005 8777/2005 8777/2005 8877/2005 8877/2005 8877/2005 8877/2005 8877/2005 8877/2005	Class 28	TMA 551,255 TMA 551,255 TMA 561,257 TMA 561,257 TMA 561,259 TMA 661,559 TMA 661,559 TMA 661,559 TMA 661,559 357-96 553,973 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39 355,39	972/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2082 9728/2082 9728/2082 9728/2083	Loss IP, Inc. Loss IP, Los Los Los IP, Los Los Los Los Los Los Los Los	Capital Corp.,	Y
T012 CA T097 CA T097 CA T097 CA T095 CA T095 CA T095 CA T095 CL T097 CL T095 C	Canada Ca	FEER MOTION CARE E CROSS CANSE CROSS CANSE CROSS ECOSS BOTY SET CANSS BOTY META CANSS BATT MARIE	1,004,823 1,199,971 1,199,971 1,199,971 1,199,970 1,194,975 471,297 471,207 471,207 471,207 471,207 471,207 471,207 471,207 47	2:31999 12:39:2003 12:39:2003 27:812004 12:39:2005 37:22:39:3 37:22:3 37:2 37:2	Ches 28 Ches 2	TMA 551,255 TMA 951,255 TMA 951,257 TMA 061,294 TMA 061,294 TMA 061,294 TMA 061,297 TMA 06	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T097 CA T097 CA T097 CA T091 C	Canada Ca	FERB MOTION CAREE CACSS CADES CACSS CADOS BOYY ETT. CADOS BOYY WESLO CACOS WALX MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAKE	1,004,823 1,199,975 1,199,975 1,199,981 1,202,987 1,242,	2:3/1999 12:39:20:203 12:39:2003 12:39:2003 12:39:2004 12:39:2004 13:39:2004 13:39:2004 13:39:39:39:39:39:39:39:39:39:39:39:39:39	Class 28	TMA 551,255 TMA 951,255 TMA 951,257 TMA 061,294 TMA 061,294 TMA 061,294 TMA 061,297 TMA 06	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2	Loss IP, Inc. Loss IP, Los Los Los IP, Los Los Los Los Los Los Los Los	Capital Corp.,	Y
T011 CA T017 CA T017 CA T017 CA T014 CA T014 CA T015 CA T015 CA T015 CA T015 CA T015 CA T016 CA T016 CA T017 C	Canada Ca	FERB MOTION CAREE CACSS CADES CACSS CADOS BOYY ETT. CADOS BOYY WESLO CACOS WALX MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAKE	1,004,823 1,199,975 1,199,975 1,199,981 1,202,987 1,242,	2/5/1999 12/19/2003 12/19/2003 12/19/2003 12/19/2004 97/2005 9	Class 28 Cla	TMA 551,255 TMA 651,255 TMA 641,257 TMA 641,251 TMA 641,822 TMA 641,823 TMA 64	9/12/1997 9/26/2041 9/26/2041 9/26/2043 9/12/2	lean IV, inc. lean IV, inc. lean IV, inc	Capital Corp.,	Y
T012 CA T097 CA T097 CA T097 CA T095 CA T095 CA T095 CA T095 CL T097 CL T095 C	Canada Ca	FEER MOTION CARE E CROSS CANSE CROSS CANSE CROSS ECOSS BOTY SET CANSS BOTY META CANSS BATT MARIE	1,004,823 1,199,975 1,199,975 1,199,981 1,202,987 1,242,	2/5/1999 12/19/2003 12/19/2003 12/19/2004 12/19/2004 10/19004 10/19004 10/19004 10/19007 10/19007 10/19006 12/3/1904 11/7/1906	Class 28 Cla	TMA 551,255 TMA 651,255 TMA 641,677 TMA 641,254 TMA 641,689 TMA 641,889 TMA 64	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2	Loss IP, Inc. Loss I	Capital Corp.,	Y
T011 CA T017 C	Canada Ca	FEER MOTION CARE E CROSS CANSE OF CROSS ECT CANSE OF CROSS ECT CANSE OF CROSS ECT CANSE OF CROSS WEST WEST WEST WEST WEST WEST WEST WE	1,004,823 1,199,973 1,199,973 1,199,973 1,199,973 1,190,970 1,192,975 1,192,	9:51999 12:19:20203 12:19:20203 12:19:20203 17:18:20204 19:72:2025 17:18:2025 18:72:2025	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 20 Cla	TMA 551,255 TMA 551,255 TMA 601,254 TMA 601,254 TMA 601,254 TMA 601,002 TMA 60	9/12/1997 9/26/2011 9/26/2011 9/26/2011 9/26/2011 9/26/2011 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2015 9/26/2011 11/7/1998 11/7/1998 11/7/1998 11/7/1998 11/7/1998	lean IP, Inc. lean I	Capital Corp.,	Y
T012 CA T017 C	Dansida Camada C	FERRIMOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS BOY ET CAROSE BOY ET CAROSE BOY ET CAROSE BALL MARKE M	1,004,823 1,199,971 1,199,971 1,199,971 1,199,971 1,199,780 1,190,	9:51999 12:39:2003 12:39:2003 7/18:2004 197:2004 197:2005 197:2005 197:2005 197:21:1997 197:21:1997 197:21:1997 197:21:1997 197:21:1998 197:21:1998 197:21:1999	Ches 28 Ches 2	TMA 551,255 TMA 651,255 TMA 641,257 TMA 641,259 TMA 641,259 TMA 641,259 TMA 641,259 337-96 556,259 31451 323,246 823,253 826,271 823,275 825,377 825,3	972/1997 928/2001 928/2001 928/2001 915/2005 915/2005 928	Loss IP, Inc. Loss I	Capital Corp.,	Y
T011 CA T017 C	Dansida Camada C	FERRIMOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS BOY ET CAROSE BOY ET CAROSE BOY ET CAROSE BALL MARKE M	1,004,823 1,199,971 1,199,971 1,199,971 1,199,971 1,199,780 1,190,	9:51999 12:39:2003 12:39:2003 7/18:2004 197:2004 197:2005 197:2005 197:2005 197:21:1997 197:21:1997 197:21:1997 197:21:1997 197:21:1998 197:21:1998 197:21:1999	Class 28 Cla	TMA 551,255 TMA 651,255 TMA 641,257 TMA 641,259 TMA 641,259 TMA 641,259 TMA 641,259 337-96 556,259 31451 323,246 823,253 826,271 823,275 825,377 825,3	972/1997 928/2001 928/2001 928/2001 915/2005 915/2005 928	Loss IP, Inc. Loss I	Capital Corp.,	Y
TOTAL CA. TOTAL	Danach Camach Ca	FEER MOTION CARE E CROSS CANS BOTY SET CANSS BOTY SET CANSS BOTY SET CANSS BOTY MALE MANS MANS MANS MANS MANS MANS MANS MANS	1,004,823 1,192,973 1,192,973 1,192,973 1,192,973 1,192,973 1,192,975 1,192,	9:57:999 137:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 137:2095 137:2095 137:2095 137:2095 137:2095 137:2095 137:2095 137:2095 137:2099 137:2099	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 28 Cla	TMA 551,255 TMA 551,255 TMA 648,254 TMA 648,254 TMA 648,352 TMA 64	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003 9/12/2003	lean IP, lac. lean I	Capital Corp.,	Y
T012 CA T017 C	Danish Canada Canada Canada Canada Canada Canada Canada Canada Calada Ca	FERB MOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS OFF FET CAREE MANUE WEST.O CAREE MANUE MAN	1,004,823 1,199,971 1,199,971 1,199,971 1,199,971 1,199,970 1,199,	9:51999 12:79:2003 12:79:2003 17:19:2004 197:2004 197:2005 57:2005 57:2005 57:2005 57:2005 57:2005 58:1997 7:211997 47:211997 47:211995 12:71994 11:71996 12:71999 12:71999 12:71999	Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 29 Ches 28 Ches 2	TMA 551,255 TMA 651,255 TMA 641,251 TMA 641,251 TMA 641,251 TMA 641,352 TMA 641,352 TMA 641,352 TMA 641,352 ST-645 611377 461,69 337-645 623469 331-334 62346 623469 331-346 623469 331-37 665,371 665,371 665,371 665,371 665,371 665,371 665,371 665,371 665,371 665,371	9712/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2082 9728/2082 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083 9728/2083	Loon IP, Inc. Loon I	Capital Corp.,	Y
TOTAL CA. TOWY CA. TO	Chemich Councils Councils Councils Councils Councils Councils Councils Councils Councils Colife Coli	FEER MOTION CASE E CACES CASE E CACE	1,004,822 1,192,973 1,192,973 1,192,973 1,192,987 1,192,	8:57:999 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-25 127:1997 4667:997 472:7994 1177:994 1177:994 1177:994 1177:995 1277:903 1277:003	Ches 28 Ches 2	TMA 551,255 TMA 591,255 TMA 981,677 TMA 681,294 TMA 681,699 TMA 681,699 TMA 681,992 TMA 681,992 TMA 681,992 TMA 681,992 TMA 681,992 SM51,993 SM51,9	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2001	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T017 C	Danish Canada Canada Canada Canada Canada Canada Canada Canada Calada Ca	FERB MOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS OFF FET CAREE MANUE WEST.O CAREE MANUE MAN	1,004,822 1,192,973 1,192,973 1,192,973 1,192,987 1,192,	8:57:999 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-24203 127:9-25 127:1997 4667:997 472:7994 1177:994 1177:994 1177:994 1177:995 1277:903 1277:003	Class 28 Cla	TMA 551,255 TMA 591,255 TMA 981,677 TMA 681,294 TMA 681,699 TMA 681,699 TMA 681,992 TMA 681,992 TMA 681,992 TMA 681,992 TMA 681,992 SM51,993 SM51,9	9/12/1997 9/28/2001 9/28/2001 9/28/2001 9/12/2001	Loon IP, Inc. Loon I	Capital Corp.,	Y
TOTAL CA. TRAY CA. TR	Chemich Countrie Coun	FEER MOTION CASE R CROSS CASE R CROSS CASE R CROSS CASE R CROSS RATI CASE RATIO MANUE MEDICAN MANUE MEDICANA MANUE	1,004,823 1,102,875 1,102,875 1,102,975 1,102,975 1,102,975 1,102,975 1,020,975	8:57:999 1279-24203	Ches 28 Ches 2	TMA 551,255 TMA 912,677 TMA 601,294 TMA 601,294 TMA 601,294 TMA 601,092 TMA 601,093 TMA 60	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2003	Loan IP, Inc. Loan I	Capital Corp.,	Y
TOTAL CA. TOWY CA. TO	Chemich Country Countr	FEER MOTION CASE R CROSS CASE R CROSS CASE R CROSS CASE R CROSS RATI CASE RATIO MANUE MEDICAN MANUE MEDICANA MANUE	1,004,823 1,102,875 1,102,875 1,102,975 1,102,975 1,102,975 1,102,975 1,020,975	8:57:999 1279-24203	Ches 28 Ches 2	TMA 551,255 TMA 912,677 TMA 601,294 TMA 601,294 TMA 601,294 TMA 601,092 TMA 601,093 TMA 60	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2003	Loan IP, Inc. Loan I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronic County C	FERRIMOTION CARE ICONS CARE ICONS CARE ICONS CARE ICONS CARE ICONS FOR FOR MACIE MAC	1,004,823 1,102,875 1,102,875 1,102,975 1,102,975 1,102,975 1,102,975 1,020,975	8:57:999 1279-24203	Ches 28 Ches 2	TMA 551,255 TMA 912,677 TMA 601,294 TMA 601,294 TMA 601,294 TMA 601,092 TMA 601,093 TMA 60	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2003	Loan IP, Inc. Loan I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chemich Country Countr	FERRIMOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE BAGUE FROM WEST.O CAREE WEST.O CAREE WEST.O CAREE WEST.O WEST.O CAREE WEST.O WEST	1.004.823 1.199.973 1.199.973 1.199.973 1.199.973 1.190.975 1.124.975	8:57:999 1279-24203 12	Ches 28 Ches 38 Ches 3	TMA 551,255 TMA 912-677 TMA 640,294 TMA 640,294 TMA 640,397 TMA 64	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005	Loss IP, Inc. Loss I	Capital Corp.,	Y
TOTAL CA. TRAY CA. TR	Chronich Cannada Cannada Cannada Cannada Cannada Cannada Cannada Calle C	FERRINGTON CARE E CROSS CANCER CROSS CANCER CROSS CANCER CROSS EACH EACH MAGE MAGE MAGE MAGE MAGE MAGE MAGE MAGE	1.004.823 1.199.973 1.199.973 1.199.973 1.199.973 1.190.975 1.124.975	8:57:999 1279-24203 12	Ches 28 Ches 38 Ches 3	TMA 551,255 TMA 912-677 TMA 640,294 TMA 640,294 TMA 640,097 TMA 64	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T017 CA T018 C	Danish Canada Ca	FERE MOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS BOY WELLO CROSS WALX MAKE MERICURACK CAREE MERICURACK MERICU	1.004.823 1.199.971 1.199.971 1.199.971 1.199.970 1.190.970 1.200.970	9:51999 12:79:20201 12:79:20203 12:79:20203 17:19:204 17:19:204 17:19:205 18:71:205 18	Class 28 Class 28 Class 28 Class 29 Class 28 Class 29 Class 28 Class 28 Class 28 Class 28 Class 28 Class 28 Class 29 Class 28 Class 28 Class 29 Cla	TMA 551,255 TMA 651,255 TMA 641,257 TMA 641,251 TMA 641,251 TMA 641,252 TMA 641,552 TMA 641,552 TMA 641,552 MA 651,552 MA 651,552 MA 651,553 MA	972/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2081 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085	Loss IP, Inc. Loss I	Capital Corp.,	Y
TOTAL CA. TOTAL	Danish Canada Ca	FERE MOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS BOY WELLO CROSS WALX MAKE MERICURACK CAREE MERICURACK MERICU	1.004.823 1.199.971 1.199.971 1.199.971 1.199.970 1.190.970 1.200.970	9:51999 12:79:202012 12:79:20203 12:79:20203 17:19:2020	Class 28 Class 28 Class 28 Class 29 Class 28 Class 29 Class 28 Class 28 Class 28 Class 28 Class 28 Class 28 Class 29 Class 28 Class 28 Class 29 Cla	TMA 551,255 TMA 651,255 TMA 641,257 TMA 641,251 TMA 641,251 TMA 641,252 TMA 641,552 TMA 641,552 TMA 641,552 MA 651,552 MA 651,552 MA 651,553 MA	9712/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2081 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082 9728/2082	Loss IP, Inc. Loss I	Capital Corp.,	Y
T012 CA T017 CA T018 C	Danish Canada Ca	FERE MOTION CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS CAREE CROSS BOY WELLO CROSS WALX MAKE MERICURACK CAREE MERICURACK MERICU	1.004.823 1.199.971 1.199.971 1.199.971 1.199.970 1.190.970 1.200.970	9:51999 12:79:20201 12:79:20203 12:79:20203 17:19:204 17:19:204 17:19:205 18:71:205 18	Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 28 Ches 2	TMA 551,255 TMA 651,255 TMA 641,251 TMA 041,251 TMA 04	972/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2081 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085 9728/2085	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T012 CA T027 CA T027 CA T027 CA T024 CA T024 CA T025 C	Danish Canada Ca	FERB MOTTON CAREE CACSS CADES CACSS CADOS BOYY FOT	1.004.823 1.199.971 1.199.971 1.199.971 1.209.970 1.204.970 4646-69 379.462 394.413 307.872 379.970	9:57:999 12:79:20203 12:79:20203 12:79:20203 12:79:20203 17:79:2020 17:79:70203 17:79:70203 17:79:70203 17:79:70203 17:79:79:79:79:79:79:79:79:79:79:79:79:79	Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 28 Ches 2	TMA 551,255 TMA 651,255 TMA 641,251 TMA 041,251 TMA 04	9/12/1997 9/28/2081 9/28/2081 9/28/2081 9/12/2081	Loon IP, Inc. Loon I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronich Countrie Cou	FEER MOTION CARE E CROSS CANSE CROSS CANSE CROSS CANSE CROSS FOR CONSTRUCT C	1,004,823 1,102,973 1,102,979 1,102,970	9:57:999 127:9-24203 127:9-24203 127:9-24203 127:9-2603	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 20 Cla	TMA 551,255 TMA 551,255 TMA 561,254 TMA 661,254 TMA 661,254 TMA 661,262 TMA 66	9712/1997 9728/2001	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T012 CA T027 CA T027 CA T027 CA T024 CA T024 CA T025 C	Chronic China Chin	FERRIMOTION CARRE CROSS CARRE CROSS CARRE CROSS CARRE CROSS WATE CROSS WATE WESTLO CROSS WALK MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAK	1,004,823 1,102,973 1,102,979 1,102,970	9/5/1999 12/19/2003 12/19/2003 12/19/2003 12/19/2004 12/19/2004 12/19/2004 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2005 13/7/2003 13/7/2003 13/7/2003 13/7/2003 13/7/2003 13/7/2003 13/7/2003	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 20 Cla	TMA 551,255 TMA 551,255 TMA 561,254 TMA 661,254 TMA 661,254 TMA 661,262 TMA 66	9712/1997 9728/2001	Loon IP, Inc. Loon I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronich Countrie Cou	FEER MOTION CARE E CROSS CANSE CROSS CANSE CROSS CANSE CROSS CANSE CROSS CANSE CROSS WESTLO CROSS WALK MAKE WESTLO CROSS WALK MAKE CAPENO MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAKE	1,004,822 1,102,872 1,102,873 1,102,973	8:57:999 127:9-24203 127:9-242	Ches 28 Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 28 Ches 29 Ches 20 Ches 2	TMA 551,255 TMA 591,255 TMA 984,677 TMA 684,284 TMA 684,284 TMA 684,387 TMA 68	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2001 17728/2001 17728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2006 1728/2006	Loan IP, Inc. Loan I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronic Chroni	FERRIMOTION CARER CROSS CARER CROSS CARER CROSS CARER CROSS CARER CROSS WEST CROSS WALX MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAKE	1,004,822 1,192,973 1,192,978 1,192,978 1,192,978 1,192,978 1,192,979 1,192,979 1,192,979 1,192,979 1,192,979 1,192,178	8:57:999 127:9-24203 127:9-242	Ches 28 Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 28 Ches 29 Ches 20 Ches 2	TMA 551,255 TMA 541,255 TMA 641,254 TMA 641,254 TMA 641,254 TMA 641,254 TMA 641,257 TMA 64	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2001 17728/2001 17728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2006 1728/2006	Loan IP, Inc. Loan I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronic Chroni	FERRIMOTION CAREE CACES CADOS ECONS CADOS ECONS CADOS ECONS CADOS ECONS FOR CADOS ECONS FOR CADOS ECONS MALK MACK MACK MACK MACK MACK MACK MACK MAC	1,004,822 1,102,872 1,102,873 1,102,973	8:57:999 127:9-24203 127:9-242	Ches 28 Ches 28 Ches 28 Ches 28 Ches 29 Ches 29 Ches 28 Ches 29 Ches 20 Ches 2	TMA 551,255 TMA 591,255 TMA 984,677 TMA 684,284 TMA 684,284 TMA 684,387 TMA 68	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2001 17728/2001 17728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2006 1728/2006	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T027 CA T027 CA T027 CA T027 CA T027 CA T027 CA T029 C	Chemich Country Countr	FEER MOTION CARE E CROSS CARE E CROSS CARE E CROSS CARE E CROSS CARE CROSS CARE CROSS CARE CROSS CARE CROSS WESTLO	1,004,822 1,102,872 1,102,872 1,102,972	9:57:999 1279-24203 12	Ches 28 Ches 20 Ches 2	TMA 551,255 TMA 541,255 TMA 641,241 TMA 641,241 TMA 641,241 TMA 641,241 TMA 641,242 TMA 64	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2001 17728/2001 17728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2006 9728/2006	Loss IP, Inc. Loss I	Capital Corp.,	Y
TOTAL CA. TOTAL	Chronich Canada Canada Canada Canada Canada Canada Canada Calala	FERRINGTON CARE E CACES CANE E CACES MANUE	1,004,822 1,102,872 1,102,872 1,102,972	9:57:999 1279-24203 12	Ches 28 Ches 20 Ches 2	TMA 551,255 TMA 541,255 TMA 641,241 TMA 641,241 TMA 641,241 TMA 641,241 TMA 641,242 TMA 64	9712/1997 9728/2001 9728/2001 9728/2001 9728/2001 9728/2001 9728/2005 9728/2005 9728/2005 9728/2001 17728/2001 17728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2005 9728/2006 9728/2006	Loan IP, Inc. Loan I	Capital Corp.,	Y
T012 CA T012 CA T027 C	Chemich Country Countr	FEER MOTION CASE II CASS CASE II CASS CASE II CASS CASS BOTY STI CASS BOTY STI CASS BOTY WEST CASS WALK MAKE WEST CASS WALK MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAK	1,004,823	8:57:999 1279-24203 12	Class 28 Class 28 Class 28 Class 29 Class 20 Class 29 Class 20 Class 20 Class 25	TMA 551,255 TMA 541,255 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,242 TMA 64	9712/1997 9728/2081	Loss IP, Inc.	Capital Corp.,	Y
T012 CA T027 CA T027 CA T027 CA T027 CA T027 CA T027 CA T029 C	Chronich Canada	FEER MOTTON CARE E CROSS CANE E CROSS CANE E CROSS CANE E CROSS CANE E CROSS MALE MANE MANE MANE MANE MANE MANE MANE MAN	1,004,823	8:57:999 1279-24203 12	Class 28 Class 28 Class 28 Class 29 Class 20 Class 29 Class 20 Class 20 Class 25	TMA 551,255 TMA 541,255 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,242 TMA 64	9712/1997 9728/2081	Loss IP, Inc. Loss I	Capital Corp.,	Y
T012 CA T012 CA T027 CA T027 CA T027 CA T027 CA T027 CA T029 C	Danish Canada Ca	FERRIMOTION CARRE CACSS CADOS BOYY FOR WESTLO CROSS WALX MACKE MAC	1,004,823	8:57:999 1279-24203 12	Class 28 Class 28 Class 28 Class 29 Class 20 Class 29 Class 20 Class 20 Class 25	TMA 551,255 TMA 541,255 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,241 TMA 642,242 TMA 64	9712/1997 9728/2081	Loss IP, Inc.	Capital Corp.,	Y
T012 CA T012 CA T027 C	Chronic China Chin	FERRIMOTION CARRE CACSS CADOS BOYY FOR WESTLO CROSS WALX MACKE MAC	1,004,823	9:57:999 12:52:2003 12:52:2003 12:52:2003 57:2005 57:2	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 29 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 29 Cla	TIMA 551,255 TIMA 651,255 TIMA 641,257 A61,661 357,662 314,511 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,	972/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2083	Loss IP, Inc. Loss I	Capital Corp.,	Y
T012 CA T012 CA T027 CA T027 CA T027 CA T027 CA T027 CA T029 C	Chronich Canada	FEER MOTTON CARE E CROSS CANSE CROSS CANSE CROSS CANSE CROSS CANSE CROSS FOR CONSTRUCT MARKE MAR	1,004,823 1,199,971 1,199,971 1,299,971 1,209,970 1,202,970 1,20	9:57:999 12:59:2003 12:59:2003 12:59:2003 12:59:2003 17:82:004 17:50:53 17:82:005 17:8	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 29 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 29 Cla	TIMA 551,255 TIMA 651,255 TIMA 641,257 A61,661 357,662 314,511 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,661 350,673 350,	972/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2083	Loss IP, Inc.	Capital Corp.,	Y
T011 CA T011 CA T017 CA T017 CA T017 CA T017 CA T017 CA T018 C	Chronic China Chin	FERRIMOTION CARRE CACSS CADON CACSS CADON CACSS CADON CACSS CADON CACSS WESTLO CROSS WALX MAKE WESTLO CROSS WALX MAKE WESTLO CROSS WALX MAKE WESTLO CROSS WALX MAKE MAKE MAKE MAKE MAKE MAKE MAKE MAKE	1.004.823 1.109.873 1.109.973 1.109.973 1.109.973 1120.975 1120.97	9:57:999 12:52:2003 12:52:2003 12:52:2003 12:52:2003 12:52:2003 12:52:5003 12	Class 28 Class 28 Class 28 Class 29 Class 29 Class 29 Class 29 Class 29 Class 28 Class 29 Class 28 Class 29 Class 28 Class 20 Cla	TIMA 551,255 TIMA 651,255 TIMA 641,257 A61,659 SECTION 641,257 SECT	9712/1997 9728/2081 9728/2081 9728/2081 9728/2081 9728/2083	Loss IP, Inc. Loss I	Capital Corp.,	Y
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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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T048 HK.1	Hong Kang	MORDODACE	13773/3002	9/1/2002	Class 18	B15204/2008	9/4/2002	Len D. les		
T037 HU	Bureary	PROPURM	M97 01582	\$/\$/1,997	Ches 28	151.985	5/12/1998	Iona IP, has		
TOPERO	Hangary	CARDEO	M97.01585	SAM1597	Ct== 28	151,986	5/12/1998	lon. P. ha	<u> </u>	
T047 HJ	Hompuny	WESTLO	MS7 01584	SAN1997	Class 28	151.987	\$/12/1998	lass. IP, las		
T021 HI	Hanny	HEALTHAIDER	2097 01579	5/3/1577	Clear 28	L52,463	6/18/1998	less IP, inc		•
TOIS HU	Book	CROSS WALK	MS7 01388	3/9/1997	Ci 28	13.32	7/24/1998	km P. br	 	
T048 EU	Hongary	NONDICTRACK	AD9 08494	2/3/1999	Clas 23	153,999	11/26/1999	km if, bs		
TUZOHU	Housev	BAACE	1.027.01.591	5/9/1997	Class 28	176418	9/4/2003	lieni IP. les		
T1127 HU	Нест	CADENCE	M97 #1583	SAY1997	(7km, 28	151984	5/12/1998	Issus IP, has		
TOLLEN	<u>b-6</u>	ERALTE IDER	1173760	6/20/2002	Class 26	1113100	6/20/2/9/2	ke P. k		
T048 IN	[manusiana]	NORDECURACE	1113101	5/24/2002	C 25	1113101		January IV. January		<u> </u>
7052 IR		PROPORM SPORT &			Chenes 1, 5, 18, 3	4, 633,640	9/20/1995	Inna IP, Inc.		
	Registration		i		25, 29, and 32		ì			1
TT TT	(WIRO)	home o			 					
T047 IS	Ireland	WHELLO	2032/97	6/V1997	Cl== 28	204553	64/1997	isu P, bs		
T021 IB	intani	HEALTHBUDER	2035/97	6AV1997	Clina 28	205265	6/4/1997	lass P, inc		
TUZETE	instand Instand	CANDIOGLIDE	2034/97.	E4/1997	Char 28	205558	£/4/1997	Into IP, Inc	-	+
T0371K	Irefend	PROFORM	203/97	6AV1997	Class 28	205812	6/V/0002	Install Install	+	
T029 [E	Ireland	IMAGE TOTAL TENETHER	2039/97	64/1997 10/100F	Chus 28	206378	64/1997	ken II. Inc	+	+
T021 EL	laced Served	HEALTHRIDER	97898 110,827	4/3/1995	Class 28 Class 28	97898	4/3/1995	Iom IP, Inc	 	+
T062 fT		NORTHCTRACK		3/4/1997	Chara 24	110027	7/6/1996	Icen IP, Inc	 	+
1007 11	hely	DOR MRIDER	89 25 200	1023/1989	Class 28	574,609	9/25/1992	WEDER SPORTS		
T947 IT	Market	TEXTURE O	7704/774177	CONTINAL .	- 12 - 12	G2742	BIANAS*	CO.LTD.	 	1
11.000	Haly	WEELO	T094C001753	W.EA (094	Chair 13	@3743	7/4/1996	WHELO		1 1
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TTM 7 TT 1	-	PROPORM	-					Icon IP. Inc	ļ	
TU37 IT.1	Pady	PAGE UNION.	T094C001756	DI LET 1974	Ches 2E	683,745	7/4/1996	PROFORM	1	
l i			1	1		1		FITNESS		i .
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T#25 IT	italy	IMACE.	94/2000	7/15/1994	Class 28	683,953	7/4/1996	PROFORM		
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T903 IT	haly	CROSE TRAINER	T094C063523	12/23/1994	Class 18	601,721	11/21/1996	ICON HRALTH		!!
I		ļ				1		FITNESS INC.		1
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L			<u> </u>		<u> </u>			Iona TP Yea		
T013.TT	haty	CEOSE WALK	10050800353	PUN 1995	Class 28	71611B	7/16/1997	HOON HRALTH	1 .	
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	5.1				/	100000		Icon IP Inc		
17345 IT.1	indy	WHIDER	E2 19325	5/21/1982	Chess 28, 30 and 35	994,716	3/3/1906	WEIDER SPORTS		
T045 IT	low	WRIDER	1045.FT		G 10	And +10	777756	CO. LTD.		
TOGSET		CARDIOCELER	409547 T095C08L961	CASONO C	Class 22	997,318	3/3/1986	WEIDER BEN		
T037 FT	lah	PROFORM	T093C002454		Class 28, 03, 05, 25	1157,914	7/16/1997	Icen IP, lac		
T027 FT		CADENCE	7099C003396		Class 28, 161, 161, 25	1179046	7/17/1997	Issa IP, Inc		
T066 FF		Parent:	T095C003397		Chan 28	1175046	7/17/1997	Ican IP, Inc		
T042 ET		DESIGN (Standing Stick	T095C003767		Ches 28	1175009	7/17/1997 7/17/1997	Ion IP, har		
			-273040107			1313400		Iom IP, lec.		, [
7037.JP	Japan	PROPORM	46566	5/8/1986	Ches.28	2128684	3/23/1980	laso IP, has		
T048.IP.1		NORDICIRACK		2/22/1993	Class 28	3204527	9/38/1996	Iano IP, Ima		
7834 JP			J-120543			3214052	10/31/1998	Long II . Inc		
T847 JF		WESLO		11/17/1994	Cim. 28 Cim. 28	4027674	7/11/1997			
1903 IP		CROSS TRAINER			Class 28	4314400	9/18/1999	less II. les		
T048 IP		NORDICTRACE		2/V1999	Class 28	4796399	2/20/2004	Inea IP, Ine		—
T067 LP		SPACE SAVER (and		3/7/2008	Class 28	5164088	W12/2000	Icen IP, bec.		
		Katalana (morintian)								
T0:00.EF	Japan	NORDECTRACE (mail	2008 17446	3/7/3000	Class 25 ·	5184428	11/28/2008	lose IP, inc.		
		Rationa (confessor)								ļ .
7054 RR	Loren	HURDICIRACE	94-2306	10/12/1994	Class 12	135-13	11/15/1996	Icen IP. Inc		
T045 RR		WEIDER	M 9484			114972	7/25/1985	Icon IF, Ico		
7947 KR			94/24516		Cara 28	332518	1/25/1996	Iggo IP, Inc		
1137 KR		PROPORM			Ches. 28	332519	1/25/1996	ion IP, inc		
TIS1 KR.1					Class 17 - about	334,857	4/9/1996	Iona IP, Inc.		
					(minimioni dina	_ _				
	1				251			1		' !
TOSTER	Earns .	NORDICTRACE	94-41385	10/18/1994		340,329	%/11/1996	Iosa IP, Inc.		
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					25)		I			
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MOLI KR	Kates	HEALTHRIDER & Design	95_16770 ·	4/29/1995	Class 28	353216	1/29/1997	loss IP, hrs.		
							112711	IF.	l	
021 K3L1	Eorea	RALTHRIDER	2004-19765	420/2004	Che 18	40-696339	1/1/2007	Trans 779 1-		
TO20 MX			205,932		Class 28	476,378		Trees TR See		
1837 MX					Class 28	476,37E 488677	10/7/1994 47:47:095	Town TP, Igu		
DI3 MX							4/24/1995 1/8/1005	Ison IP, Inc		
DATMX					Class 18 Class 18	(#0310	2/8/1995	Icon D. Inc		
TOS4 MX					(%-28	492775 304,377	W7/1995	Toon IP, los		
- AIR -	Mexico	TYPES VERIFIE	239.5 T	NY 1995	Chus 28	29211	9/19/1995	Herm IP, Inc		

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										,
TOS L MX.	Menico	NORDICTRACK	216366 216368	10/26/1994	Class 25 Class 28	509.202	10/31/1995	(Jean II. les		+
TEJMX	Mexico	NORDICTRACK	216367	10/26/1994	Class 42	528.287	10/31/1995 3/14/1996	Jean IT. has Jean IP. Ins	<u> </u>	
T021MX	Mexico	HEALTHRIDER	256,257	3/5/1996	Class 28	551,110	6/27/1997	Iom IP, Inc		
T047 M.K.	Monico	CADENCE	312005	1,1/3/1997	Cless 28	566000	12/15/1997	less II. ks		
1036PME	Mesico	N NORDICIBLACE &	1636344		Class 29	636344	10/29/2004	loon IP, har.		
премх	Marine	N NORDECTRACK &	+	1/7/2004	Cless 3	\$24370	3/8/2004	iseo IP, inc.		
1000		DESIGN		пишоч		1000	X 2004	men n.º me.	1	
TUSOMOCI	Minico	NORDICTRACK	636333	L/7/2004	C1=-5	824959	3/12/2094	loss IF, bre.		1
		<u> </u>	1					<u> </u>		
TOSO MEX.	Maxim	NORDICTRACE &	84632 63630	1/7/2004	Class 5	824987 827700	3/15/2004	less P. les		1
I WOO MAKE		DENKIN	434340	U DAMPI	Lame 3	121700	3/38/3004	loga IP, lac.		1
TOSO MX.2	Marias	NORDROTELACK	636334	L/7/2004	Chan 9	22946B	4/6/2004	lean IP, Inc.	1	1
		<u> </u>								
10367057	Maries	N PORDECTRACE & DESIGN	064	1/7/2004	Chan 28	129151	H/14200H	los II, las.		
T001 MX.1	Miraice	5 STAR DESIGN	636323	Piled 1/7/2464	Chart 1	R33856	5/28/2014	lana IP, lan.		•
									J.,	
THE MX	Marie	CACREERAIR	636,346	1/7/2004	Class 28	833,857	5/28/2004	kun II. ba		
T050 MX.4	Minim	NORDICIEACE	436336	L/7/2004	C== 29	253166	9/2.7/2084	lan II, lan.		!
T050 MX.5	Mission	NORDICTRACK	636338	L/7/2004	Class 30	233167	9/27/2004	losa IF, los.		1
								·		<u>. </u>
TRISO MIKE	Minico	NORDICTRACE	66335	1/7/2004	Cham. 25	853796	9/29/20 11	long IP, lac.		1
T038 MX.1	Mario	PROFUEM	664	1/7/2004	Cien 5	854686	10/W/2004	Ioen IP, înc.		
	_							,]	
TU38 MX.3	Maxica	FROFORM	636361	L/7/2004	Class 29	855815	10/29/2014	kan IP, Inc.		
TOS 6 MX.2	Mintee	N NORDSCTRACIK &	eer.	1/2/2004	Cinco II	DE7514	INDEDM4			1
нев мх2	MATRICO	IN INCIRCURCURACIE AL IDESTON	63641	1/7/2004	Class 25	R\$7519	10/20/2014	Ion IP, Inc.		<u> </u>
T014 MX	Mtuko	CILORS BOW	836,347	1/1/2004	Ci 22	RSR_166	10/29/2404	Iona IP, ha	<u> </u>	
T038 MX.1	Marice	PROPORM	63635N		Ches 25	361110		ioso IP, ios.		
7900 2-7	10-5	W1	ACTIC THE	177500-	// TO 10	duce name	u des de mor		<u> </u>	
T008 MX	Minico Minico	M LOSD 3 STAR DESKEN	636,320 636322	1/7/2004 Piled 1/7/2/004	Class 18, 19 Class 1		1/21/2405 6/24/2005	Le P. br		
T025 MX.2	Mexico	UTT	636,327	1772004	Class 28	928513	4/1L/2006	less IP, less.		
	,	<u> </u>				PROFESS 4		, and the second		
T025 MOE-5	Marice	DIT	636,330	1/7/2004	Cl== 43	928514	1/7/2004	less IP, lac.		
T107 14X	Nimics	CABLE CROSS	636,319	1/7/2004	Class 28	994847	7/25/2017	PREB MOTION	<u> </u>	t
								FTMR#L DIC		
T003 MX	Marios	CROSS TILAINEIL					MA(1971	Lean IP. Inc		
TULT MA T047 MA	Могоссо Могосо	CADENCE WESLO		\$26/1997 \$26/1997			5/16/1997 5/16/1997	kom IP, he hom IP, he		
T037 MA	Moresco	PROPORM	62.742	5/16/1997	Charles .		5/16/1997	leso IP, les		
T013 MA	Мотиссо	CROSS WALK	61.745	1/16/1597			\$/16/1997	iem IP. inc		
T048 MA	Morecco	MORDICTRACE					2/5/199#	icon IP, inc		
T021 MA T096 MA	Marecco	HEALTHLIDER CAXDID						lasa 17, las lasa 17, las		
T029 MA		IMAGE .						Iona IP, lor		
T057 NZ	New Zitafanc	TROPORM.				7/24/1990	1/12/1986	Les II. les		
TI47 NZ.	New Zankow						6/16/1994	Iom IP, hu		
11127 NZ 1113 NZ	New Zealand	CADENCE CROSS WALK					5/29/1997 shopped	Ices IP, lec		
1021 NZ		HEALTHRIDER	277,402		Cinc 18 Cinc 18			Lon P. lor Lon P. lor		
T028 NZ	New Zeakad	CARDIOXILIDR			Class 28	277.424		ican IP, inc inan IP, inc		
T848 NZ		NORDICTRACE								
1919 NI 1947 NI		MAGE WESLO						kee IP. lee		
T037 MI		PROFORM	7/7/17/1				E/28/2001	loo IP, le: lee IP, les		
TD48 NI	Micerague	NORDICIRACE			Ches 18	605.59		Iono IP. Im		
047 NO		MERIC					(/23/1995	one D. Im		
RUST NO ROMS NO	Norwey Norwey	PROFORM CROSS TRADES	943297 947317					keep IP, kee keen IP, kee		
1013 NO	Norway	CROSS WALK	950303					R. P. Ive		
1966 NO	Norway	Person	19956750	0/27/1995	Class 28	1791/17	/16/1997	Iona IP, has		
IN IND			לעל, דע	2/5/1995	Chain 28	179,242	V16/1997	icen IP, inc.]
TIP6 19D		CARTINO	97-4225	729/1997 (3am 28	187378	12/11/1997	loon IP, her		
NZ I ND			97.4225	(29/1997 (See 18			ices IP. Inc		
T048 1AC	Newsy	NORDICTRACK	199901754	/11/1999 (las 18	1038779	<i>[77/2400</i>]	ica P, kr		
1929 PA 1949 PA		IMACH NCEDECTRACE						loso IP, los		
948.FY		NORDICIRACE						con IP, los		
1037 PY		PROFORM	6973	/14/1987 (Ten 18			con IP, last		
1129 FY	Personal	MACE	204.44	74/1998	Thes 28	22682 2	/24/19/8	on II. ne		
196 PE		CARDIO	36735 5738	<u>/15/1997</u> C		7516 7		han III. Inc		
047.FB		WESLO CADENCS	36739 36734		Name 28 1	7517 7 7572 7		con II, inc		
1029 PA	Pen	IMAGE	36737 4	/15/1 997 C				on P. be		
013 PE	Pen	CHOSS WALK	634 736 4	/15/1997 (3 28 3	80£ 1	V18/1997	ion IP, in:		
101PE			36740 4 36730 4	/15/1997 C				ore II, lac		
MS PE								om IP, lne		
M5 PH	Philippine	WEITIER		C	35ac 28 5	8 435	16/1994	orn IP, las		
HSFH				3/1996 C	See 18 4	-1996-1939 3	9/8/2000	em II. lec		
1129 FT1	Feland	IMAGE Design	73139 5	29/1991 C	Zana 28 7	3139 5		indowella Frantson Teore III	. [1
				i			l.	Eryutpun, Leon IP, ne.		i·
USFL VALFL								con IV. Inc		
WIFL.	Polytor	EEALTEUUDHU.	Z-172790 4	21/1997 C	1== 28 l	20,520 1	L/15/2000 I	m.P.bs		
167 PL 1647 PL								D, los		
U6FL								op P, ha		
04 8 F1	Polení 7	NORDICTRACK	Z 197314 2		1 28 L			on P, his		
129 FL	Polanti	MACE	Z-172791 4	25/1997 C	3mm 28 L	39969 7	/30/2002	sea IP, bee		
OHS PT	Portogal (CARDIO	324,562 6					em IP, inc		
ULIFT U46 PT	Portogal	HALTHRIDER WEIDER SPORT	324,570 6		Sen 28 3 Sen 28 2			sen P. inc		——
i					<u></u>			Status Inc.		h

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TO 6 27.	i Portagal	WESTER SANTONIA	250920	2/17/2002	Cim 28	250,928	6/16/2002	loss Health &	}	1
								Fitness Inc.		
T037 PT	Paristal	PROFORM	311866	8/8/1995	Clear 28	311856	9/4/1996	ime IP. im		
T027.FT	Rontogal	CADENCE	313,749	11/16/1995	Class 28	313,743	9/3/1996	Loca II, los		
T041 P.C	Periodo	DESIGN Counting Stick	314 388	12/20/1995	Class 28	314,388	9/13/1996	loss II, bu;		
		Figure)				.1		1 ' "	F	
T013 PT	Portugal	CROSS WALK	324,569	6/23/1997	Cless 28	324.569	1/6/1990	Icen IP, Inc		
1029 FT	Portugué	IMAGE	324,571	6/21/1997	Class 28	324,571	1/6/1998	lese IP, les		
T029 RO	Longrin.	_ DCAGE	243507	4/23/1997	Class 28	28642	H23/1997	Ican IP. Inc		
1037 80	Lenna	PROFORM	43589	4/23/1997	Cl== 28	28948	4/23/1997	less IP, he	†	
T047 RO		WESTLO	435 EP	4/13/1097	Chan 28	200.64	4/23/1997	lan IP, ku	†	
T027RO	Laments	CADENCE	43.590	4/23/1997	Cham 28	2045	4/23/1997	leap IP, los	i	
7896 RO	Romezia	CARDIO	43591	4/23/1997	Class 28	288-46	4/23/1977	Jeon IP, Inc	i e	
7013 RQ	1. Termina	CROSS WALK	43.592	4/23/1097	Cars 28	288-17	4/29/1997	Iron IP, ber		
TIC1 RO	Remedia	HEALTHAIDER	43.593	4/23/1997	Clear 23	28848	4/23/1997	lam IP, ins		
T048 RO	Ecresia	NORDICTRACK	53,381	2/1/1999	Class 28	37341	2/1/1999	Izen IV. Inc		
T013 RC	Name is	CHOSE WALK	91712098	10/27/1995	Class 26	149.577	10/27/1995			
T647 KU	Lania	WESLO	95712100	10/27/1995	Class 28	148578	19/21/1997	Wester Inc.	ł	
T028 RU	Resia	CARDIOGLIDH	95712102	10/27/1995	Class 28	148579		lous IP. los		
TUST RU.		PROPORM	95 712 698	10/27/1995	Class 28	149,100	10/27/1995			-
TUG7 BU	lani.	CADENCE	95717352	10/31/1995	Class 28	149710	10/31/1995	lean IP, lac		
TD66 REU	Rania	Person	95712369/50	10/31/1995		169712		lous.IF. loc		
TU41 RU	Resid	DESIGN (Smooting Stick	93713963	12/7/1995	Class 28	150093	10/31/1995 2/17/1997	Iom Routh &	ļ	
		Firm)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10 71393		134093	a101991			
702 I RU	Kronia	HEALTHRIDER	96793050	3/12/1996	rs. ne	100111	nis Dana	Pitness by.		
7037 EU	Lymin	PROPORM	97107303	\$/13/1997	Class 28 Class 28	196111	9/1/1997	from IV. Inc.		
TD48 RU	l-i	NORDICTRACE	99703097	3/11/1000			7/16/1999	long IF, for		
T048 SA.	Struck Ambie	HURDICTRACK	39.212		Class 22, 35, 37, 41	190363	6/28/2010	Iom D, inc		
T848 SG	Signature	NORDICTRACK		7/15/1997	CH 22	451/30	4/1.1/1998	less IP, les		
T948 ZA	South Africa		10163/95 co.huces	10/24/1995	Chee 18	795/101636	10/29/1995	Icen IP, Inc		
			99/01(0)1	1/1/1999	Class 28	1999/01681	4/4/2002	Icen IP, Inc		
T027 ZA T096 ZA	Somme Africa	CADRINGS	97/06362	4/29/1997 47900000	Class 13	97/86362	4/29/1997	Item IP, has	l	
T013 ZA	South Africa		97/06363	4/29/1997	Class 18	97/06363	4/29/1997	loss IP, inc		<u> </u>
T021 ZA	Smit Africa		97/06344	4/28/1997	Chair 28	97/96364	3/2/2001	Icen IP. Inc	<u> </u>	
T019 ZA			97/06345	4/25/1997	Ci= 28	97/06365	4/29/1987	lope IP, lex		
T037 2A	South Africa		97/04344	4/29/1997	Cres 18	97/06366	11/14/2000	ine P, ka		
	South Africa		97/06367	4/20/1997	Clear 28	97/06367	4/29/2062	lann IP, has		
7047 ZA	Smt Africa		97/04368	4/39/1997	Class 28	97/94368	4/29/1997	km P. in		
T046 RS	Speig	MERCHE ZLOKL S	647987	5/15/1971	Ci== 28	617 ,357	€15/1971	lem Haylifi #		
70000	+	Desire		<u></u>	l	<u></u>		Fitness for		
T197 HS	- Spain	PROPORM	1712086	7/10/7992		1712985	45/1994			
TI4716	South	WESLO	1,929,542	6/34/1994	Ci== 28	1910542	66/1999	less II. les		
T013 E8	Sami	CROSS WALK		1/30/1995	Cian 18	1944359	9/15/1995	loss IP, ha:		
T432 IS	Smin	LIFE STYLES		2/8/1995	Class 28	L946.339	28/1995	Ion IP, inc		
T037 ES.1	Spain	PROPERM	1979680	7/31/1995	Class 25	1979689	28/1996	Ican Rosin &		
							L	Piters for		
T027 HH	Siperia	CADENCE		11/1/1995	(Dam 28	199-481	5/12/1989	Icon IP, has		
T02.1 ES	Seein	HEALTHRIDER	2,262,379	12/15/1996	Clean 28	2,202,179	12/15/1998	Iona IP. Inc		
107915	Species	HAL-RYDER		11/10/1960			11/18/1968	loga IP, los		
T921 SE. 1	Sweden	HEALTHUIDER & Daving	93-03997	3/20/1993	Class 28		1/21/1994	ines IP, Inc.		
					1					
7021 SE	_ Swedy	HEALTHRIDER	93-03002	ION/1993	Ches 28	254.607	1/21/1994	Exam IP, last		
TT 29 ES	Smales	IMACE	94-07191	7/33/1994			4/21/1995	ken IP, inc		
T013.5E	Sweden	CROSS WALK	95-00559	1/19/1995			11/34/1995	kon IP, Inc		
T932 SE	Sweden	LUS STYLER		1/25/1995			4/12/1994	iças IP, las		
T027 SE	Same	CANDENCE		10/30/1995		312379	4/26/1996	Ican IP, bu		
TOTAL SEE	Swelen	CARDIOGE, DR		9/17/1997			9/3/1999	Ioso IP. Inc		
T047 5B	System	METO	91-06424	6/11/1994			3/34/1995	lon P. be	-	
TD66 SB	Swoden	Perceit		10/10/1999			4/26/1994	lem II. lex	-	
T041 SB	Sweden	DISTICK (Standing Stick		12/7/1995			9/20/1996	ion II, ior.		
		Pares)				ا سر،،،	**************************************	u,		
T032 CH	Switzelani	LIFE STYLER	461/1995.1	1/23/1991	Class 28	925.482	1/23/1995	from IP, last		
TW25 CH	Switzerland	DMACE		7/12/1994				ion P, isc	-	
1013 CH	Switzehod	CROSS WALK		1/10/1995				ke P.br		
T137 CE	Switzerhand	PLOFORM		3/27/1994			M27/1994	loss P. hr		
7135 CH	Switzeland	PROFORM CROSS	9294/1994.8	8/27/1996				loso IP, loc.		
		TRAINER			 -	1,001	B & 17 1.79 1	DOLLE, ME.	. 1	
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T066 CH	Switzerland	Pupul	12239/1995	19/27/1995	Clear 28	- I	I DATE LANGE	Seen IP. los		
1057 CH	Switzerland	CADENCE								
T036 CH		PROPORM		V15V1993				con IP, hac		
TELLS CE	Switzeriend			V13/1993 V17/1997				Ison IP, Inc		
TG21 CH							U17/1997	East IP, inc		
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T021 TW		HEALTHOUDER & Design						ore II, inc		
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T029 MA.1	Tengler	MAGE	2025 5	AS/1997 (3m 21 1	1.027 5	/29/1997 L	an II, inc.		
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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

TO49 TH		NORDICHIACK	384303	4/30/1999	Class 28	7734307948	430/1999	Com IF. Inc		
T021 UA		HEALTHRUDER	97951450/7	5/37/1997	Ci 28	LR320	12/15/1991	Inst IP, has		
TOI3 UA		CROSS WALK	19705E451/T	5/27/1997	Class 28	18321	2/15/2001	fam IP, Im		
T047 UA		ABITO	9705L452/T	5/27/1997	Chas 28	18322	2/15/2001	ipon IP, inc		
1037 UA		PROPORM	97051453/T	5/27/1997	Class 23	18323	2/15/2001	Ion P. les		
T029 UA	Ulering	MACE	97 05 1454/T	5/11/1997	Cless 28	18324	2/15/2001	Ion P. hu		
7096 UA.		CARDIO	9705L456/T	5/27/1997	Class 28	18325	2/15/2001	kom IP, hog		
7048 LIA	Uliraine	NORDICTRACK	99090705	3/15/1999	Chance 28, 35, and	155LB	6/17/2003	Econ IP, Inc.		
1048 AH	Doited Ands	NORDICTRACK			45					
IVASAB	Kenner	MURDICIRACE	22,302	6/23/1997	Class 28	1911)	1/4/1999	Item IP, hat.		
7847 CB	United Kingdom	MHRI'O	1575354	S/14/1994	Cam. 12	1,575,354	6747994	lom IP, hu.		
T029 GB	Caited Kingdon	BMA/SE	1,577,135	7/12/1994	Cham 28	1,577,850	7/12/19#4	lou P, ke.		
T013 GH	United Kingdoo	CAOSS WALK	2007871	1/17/1995	Class 28	2,007,971	1/17/1995	less IP, inc.		
1932 GB	Daired Kingdon	LIFE STYLER	2,009,381	1/19/1995	Chas 28	2006381	1/11/1995	ican IP, inc.		
TOOLI GEB	United Kingdon	HEALTHAIDER	2019197	3/6/1995	Clear 28	2,013,197	1/15/1996	loss IP, Inc.		
TUES COS	United Kingdon	CARDROCLEDE	2,023,601	6/12/1995	Class 28	3023507	€/12/2005	less IP, less.		
T087 GB.	Daited Kingdom	PROPORM	2,023,909	5/14/1986	Class 28	2,025,509	6/17/1995	Icon IP, Inc.		
7946 Œ	Cairol Kingdon	Pennik	2042707	LQ/27/1995	Cass 18	2042707	10/27/1995	loss, IP, los.		
TB27 GB	Onlied Kingdom	CATENCE	2042719	10/27/1995	Class 18	2042709	10/27/1995	loss IP, lac.	• •	
T941 CES		DESTRIN (Standing Stick Form)	2,047,448	12/4/1995	Class 28	2,017, 4 13	13/4/1995	fcon IP, inc.		
T037 GB.1	Dahad Kingdan	PROPORM	1267096	5/34/3986	Ches 28	B1,267,096	5/14/1986	Item IP, Inc.		
1929 UY	Urupany	MACE	294.701	4/15/1997	Class 28	29470L	7/36/1998	less IP. les		
1047 UY		WEELO	294.702	4/35/1907		294792	7/16/1998	Inna 1P, har		
TUST LIX	U age	PROPORM	294.703	L/15/1997		294703	7/16/1998	Jeen IP, law		
T048 UY		NORDICTRACE	310351	2/4/1999		310,351		Long IP, hor		
TUS & VE	Vermoris	CARDRO		3/E/1997		P-206376		lem II. be		
T02.1 VB	Vomente	HEALTHUIDER	9099-07	5 8 (1997		P-206900		Ione IP, Ion		

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				International		
Country	100 800	Application No	Filing Date	Class Description	Owner	Registration No.
Brazil	CABLE CROSS	826273017	2/20/2004	Class 28	Icon IP, Inc.	
Brazil	CROSS BOW	826213537	1/16/2004	Class 28	Icon IP, Inc.	
Brazil	IFIT	826235182	2/4/2004	Class 5	Icon IP, Inc.	-
Brazil	CADENCE	819891240	4/22/1997	Class 28	Icon IP, Inc.	
Brazil	PROFORM	818413336	4/18/1995	Class 28	Icon IP, Inc.	
Brazil	NORDICTRACK	826235190	2/4/2004	Class 3	Icon IP, Inc.	
Brazil	NORDICTRACK		2/4/2004	Class 25	Icon IP, Inc.	
Brazil	N	826235352	2/4/2004	Class 3	Icon IP, Inc.	
	NORDICTRACK					
	& DESIGN			<u> </u>		
Brazil	N	826235310	2/4/2004	Class 25	Icon IP, Inc.	
	NORDICTRACK			1		4
0	& DESIGN	41000-1				
Canada	5 STAR DESIGN	1199976	Filed	Class 5, 9, 16	Icon IP, Inc.	
C 1-	TOTAL COMPA	1100000	12/19/2003			
Canada	PROFORM	1199980	12/19/2003	Classes 3, 5, 9 and	Icon IP, Inc.	
Canada	N N	2100030	10 (10 (000)	25		
Camada	N NORDICTRACK	11 9997 9	12/19/2003	Class 3, 5, 25, 28,	Icon IP, Inc.	
				29, 30		
Canada	& DESIGN FIT ELEMENTS	1282754	12/13/2005	/Tone 70	Zoon ID Inc	
Canada	EPIC	1282755	12/13/2005	Class 28 Class 28	Icon IP, Inc. Icon IP, Inc.	
China	IFIT	3971002	3/22/2004	Class 32		
China	ICON	3747207	10/9/2003	Class 30	Icon IP, Inc. Icon IP, Inc.	
China	PROFORM	3971001	3/22/2004	Class 30	Icon IP, Inc.	
China	N N	3791678	11/10/2003	Class 28	Icon IP, Inc.	
i	NORDICTRACK	2171070	11,10,2003	C	100111,112.	
	& DESIGN				1	
China	N	3791677	11/10/2003	Class 25	Icon IP, Inc.	
	NORDICTRACK					
	& DESIGN				•	
China	FIT ELEMENTS	5062017	12/15/2005	Class 28	Icon IP, Inc.	
China	EPIC_	5062016	12/15/2005		Icon IP, inc.	
CT	NORDICTRACK	3614906	1/16/2004	Classes 3, 5, 9, 25,		
				29 & 3 0	-	
CT	N	3618592	1/16/2004	Classes 3, 5, 25,	Icon IP, Inc.	-
	NORDICTRACK			28, 29 and 30	·	
CT	FIT EMOTION	2682557	5/3/2002	Classes 25 & 28	Icon IP, Inc.	
CT	FREE EMOTION	2683266		Classes 25 & 28	Icon IP, Inc.	
Egypt	CROSS WALK	106,577	4/23/1997		Icon IP, Inc.	
Egypt	IMAGE	106,572	4/23/1997		Icon IP, Inc.	
Egypt	NORDICTRACK	108241	7/8/1997		con IP, Inc.	
Egypt	CARDIO	106576	4/23/1997		icon IP, Inc.	
El Salvador	WESLO	1250/99	2/24/1999	Class 28	Icon IP, Inc.	
	FREE MOTION	85061260	9/6/2006	Class 28	Icon IP, Inc.	· · · · · · · · · · · · · · · · · · ·
Japan	CROSS WALK	2008 038521	5/20/2008		Icon IP, Inc.	
	(and Katakana		.,,		,	•
	translation)	ļ	İ			<u>,</u>
Japan	PROFORM (and	2008-17445	3/7/2008	Class 25	con IP, Inc.	
•	Katakana			-		•
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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

Japan	WEIDER (and	2008 38520	5/20/2008	Class 28	Icon IP, Inc.	
	Katakana				· ·	
	translation)	l .			Ì	
Japan	ECOFIT (and	2008-17448	3/7/2008	Class 25 and 28	Icon IP, Inc.	
	Katakana	f]	,		
	translation)					
IP	IFIT	3/3/2008	2008.15847	Class 25, 28, 41	Icon IP, Inc.	
JP	IFIT Japanese	3/3/2008	2008 015848	Class 25, 28, 41	Icon IP, Inc.	
	Translation				1 .	
Mexico	PROFORM	636350	1/7/2004	Class 41	Icon IP, Inc.	
Nigeria	CROSS WALK	TP 31184	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	HEALTHERIDE	TP 31189	6/2/1997	Class 28	Icon IP, Inc.	
	R				1	
_ Nigeria	CADENCE	TP 31186	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	IMAGE	TP 31185	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	PROFORM	TP 31187		Class 28	Icon IP, Inc.	
Nigeria	WESLO	TP 31190	6/13/1997	Class 28	Icon IP, Inc.	
Nigeria	NORDICTRACK	TP39325/99		Class 28	Icon IP, Inc.	
Nigeria	CARDIO	TP 31188	6/2/1997	Class 28	Icon IP, Inc.	
Venezuela	IMAGE	9101-97	5/8/1997	Class 28	Icon IP, Inc.	
Venezuela	NORDICTRACK	1313-99	2/4/1999	Class 28	Icon IP, Inc.	
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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXHIBIT A-2

Material Licensed, Controlled and Used Trademark Registrations

Please see attached.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXHIBIT B

Infringement on Trademarks, Trademark Registrations and Trademark Rights

Please see attached.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

Exhibit B

Grantor sent a cease and desist letter, dated August 5, 2010, to Apple, Inc. ("Apple") in which Grantor asserted potential trademark infringement of Grantor's U.S. Trademark No. 2,618,509 (I FIT) by Wizag LLC and Super Art Software, two entities marketing products in Apple's iTunes App Store. Grantor is awaiting a response from Apple.

Grantor sent a cease and desist letter, dated February 18, 2010, to Landice, Inc. ("Landice") in which Grantor asserted potential patent and trademark infringement by Landice with respect to Grantor's U.S. Patent No. 5,149,084 and U.S. Trademark Nos. 2,070,489 (CARDIO TRAINER) and 3,262,982 (QUICK SPEED). Grantor offered to settle the matter by granting a nonexclusive license to Landice for Landice's past, present and future use of the patent and trademarks above in exchange for a lump-sum payment from Landice to Grantor of \$250,000. The matter is currently pending resolution between the Grantor and Landice.

Grantor is aware of a potential infringement by FreeLife Fitness, a Chinese manufacturer of fitness products that are identical to certain products in Grantor's Freemotion line.

Grantor has claims pending against Specialized Bicycle Components, Inc. for trademark and intellectual property infringement involving the "EPIC" and "EPIC Strength" trademarks.

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MORGAN LEWIS

☑ 044/050

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXHIBIT C

Encumbrances on Trademarks

As set forth on Exhibit A-1 attached hereto.

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TO:CAROLYN HIMMELFARB COMPANY:1111 PENNSYLVANIA AVENUE, N.W.

<u>ANNEX A</u>

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

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

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

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

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

IN WITNESS WHEREOF, each Grantor, by its duly authorized officer, has executed the	hiş
assignment, as an instrument under seal, on this day of,	
[Remainder of page intentionally left blank]	

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ICON HEALTH & FITNESS, INC.

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

By:	
-,	Name: Title:
FRE	E MOTION FITNESS, INC.
Ву:	NT.
	Name: Title:
HF I	HOLDINGS, INC.
Ву:	
	Name: Title:
ICO INC.	N INTERNATIONAL HOLDINGS,
By:	
	Name: Title:
ICO	N IP, INC.
Ву:	
	Name: Title:
UNIV	ERSAL TECHNICAL SERVICES
Ву:	
	Name: Title:
51015	2 N.B. LTD.
Ву:	
	Name: Title:
ICON	DU CANADA INC.
By:	
	Name: Title:

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COMMONWEALTH OR STATE OF)) ss.	
COUNTY OF)	
person who signed this instrument, wh	ugust, 2010, before me appeared no acknowledged that (s)he is the orized (s)he signed such instrument as a fi	, the of ree act on
[Scal]	Notary Public	

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

 antors to the Administrative Agent is hereby accepted as of th
BANK OF AMERICA, N.A., as Administrative Agent
By:

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TO: CAROLYN HIMMELFARB COMPANY: 1111 PENNSYLVANIA AVENUE, N.W.

EXHIBIT I Trademarks and Trademark Registrations

Trademark Application No. File Date	Registration No. Registration Date

Pending Applications

	Trademark	
	Application No.	
	File Date	
	,	
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RECORDED: 09/01/2010