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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/01/2010
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.		08/20/2010	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		
Postal Code:	02110		
Entity Type:	National Banking Association: <i>USA</i>		
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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700445562

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Serial Number:	74700222	CARDIO TRAINER
Serial Number:	78275997	CROSS BOW
Serial Number:	74328649	CROSS WALK
Serial Number:	78275218	CROSSBAR
Serial Number:	78275221	CROSSBAR BY WEIDER
Serial Number:	74188537	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:	75400678	HEALTH-RUNR
Serial Number:	75838662	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:	78083063	
Serial Number:	78275242	N
Serial Number:	73688640	NORDICTRACK
Serial Number:	76068357	NORDICTRACK
Serial Number:	75487566	NORDICTRACK
Serial Number:	78246063	NORDICTRACK
Serial Number:	78780605	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:	78780616	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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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. DEFINITIONS.

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

Assignment of Marks. See Section 2.i.

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

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

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

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

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

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

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the

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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.

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

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

2. GRANT OF SECURITY INTEREST.

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

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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).

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

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that:

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

(b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or

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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 Exhibit B hereto, to the best of such Grantor's knowledge, there is no infringement by others of its Trademarks, Trademark Registrations or Trademark Rights;

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

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

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

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

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

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

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

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

4. INSPECTION RIGHTS.

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

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

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

6. AFTER-ACQUIRED TRADEMARKS, ETC.

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

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

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

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

8. REMEDIES.

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

9. COLLATERAL PROTECTION.

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

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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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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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17. NOTICES.

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

18. AMENDMENT AND WAIVER.

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

19. GOVERNING LAW; CONSENT TO JURISDICTION.

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

20. WAIVER OF JURY TRIAL.

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

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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. ADDITIONAL GRANTORS.

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

23. 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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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.

By: _____


Name: Fred Beck
Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 004275 FRAME: 0171

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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:

Tashan Reid
Notary Public, State of New York
No. 01REG200845
Qualified in Queens County
Commission Expires February 9, 2013


(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**

By: 
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.

DB1/65216691.5

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

US	5 STAR DESIGN	7/21/07	7/21/07	Class 5, 9, 16	2,655,760	3/27/2005	Icon IP Inc.		
US	ACTIVATOR	7/43/07	3/23/2008	Class 28	3,358,800	1/6/2009	Icon Health & Fitness, Inc.		
US	AERO	7/40/99	5/17/1990	Class 28	1,637,694	3/13/1991	Icon IP Inc.		
US	AUTOINCLINE	74/123/73	12/10/1990	Class 28	1,692,716	10/7/1991	Icon IP Inc.		

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

US	CABLE CROSS	782690,374	8/21/2003	Class 28	2,929,830	9/17/2003	Icon IP Inc.		
US	CADRANCE	79781,397	2/16/1989	Class 28	1,385,004	3/20/1990	Icon IP Inc.		
US	CARDIO GLIDE	7461,989	12/13/1994	Class 28	1997301	11/21/1995	Icon IP Inc.		
US	CARDIO TRAINER	74700222	7/11/1995	Class 28	2070488	6/10/1997	Icon IP Inc.		
US	CROSS BOW	78275,997	2/19/2003	Class 28	2,946,233	9/17/2003	Icon IP Inc.		
US	CROSS WALK	744232649	1/14/1992	Class 28	1,777,995	6/22/1993	Icon IP Inc.		

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US	CROSSBAR	78275,216	7/16/2003	Class 28	2,961,089	6/7/2003	Icon IP Inc.						
US	CROSSBAR BY WEDDER	78275,221	7/16/2003	Class 28	2,934,903	4/3/2003	Icon IP Inc.						
US	CUSHION JACK	741,684,337	3/17/1993	Class 33	1,683,076	4/1/1992	Icon IP Inc.						
US	DESIGN (Standing Stick Figure)	741,399,369	6/21/1999	Class 24	1,974,468	3/21/1998	Icon IP Inc.						
US	ERIC STEINBRECH	78246,344	3/6/2003	Class 28	2,940,801	4/12/2003	Icon IP Inc.						
US	ERIC STEINBRECH & DESIGN	78246,362	3/6/2003	Class 28	2,961,998	6/14/2003	Icon IP Inc.						
US	FIT ELEMENTS	78682,460	6/16/2005	Class 28	3,303,763	10/2/2007	Icon IP Inc.						
US	FREE MOTION	775466,72	8/13/2008	Class 10, 28	3,786,515	6/12/2010	Icon IP Inc.						
US	HEALTHRUNR	741,381,666	4/17/1991	Class 28	1,709,407	8/18/1992	Icon IP Inc.						Y
US	HEALTHRUNR	75400,679	12/5/1997	Class 9	3,433,490	10/12/2002	Icon IP Inc.						

This owner granted security interest to General Security Capital Corporation dated 4/16/1998, recorded at Reel/Sheet 14580049.

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US	IPIT	75/0318662	2/11/1999	Class 28, 41	3618508	5/10/2002	Icon IP Inc.				
US	KON	74/086400	6/21/1994	Class 28	3164293	6/16/1998	Icon IP Inc.				
US	IFIT.COM	75/757235	7/11/1999	Class 43	2466474	7/27/2001	Icon IP Inc.				
US	IMAGINE	74/881863	8/14/1990	Class 28	1956107	10/24/1995	Icon IP Inc.				
US	IM PRESENTATION	78/281777	2/17/2003	Class 16, 28	2496371	4/12/2005	Icon IP Inc.				
US	M Logo	78/246314	3/27/2003	Class 28	2861997	6/14/2005	Icon IP Inc.				
US	N Logo	78/032663	7/25/2000	Class 28	2466475	5/7/2002	Icon IP Inc.				
US	N Logo	78/278242	7/14/2003	Class 25	3,050,119	12/13/2005	Icon IP Inc.				
US	NORDICTRACK	73/068640	10/9/1987	Class 28	1488669	5/17/1988	Icon IP Inc.				
US	NORDICTRACK	76/068157	6/12/2000	Class 28	3482096	8/28/2001	Icon Health & Fitness, Inc.				

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

US	NORDICTRACK	75487566	5/19/1968	Class 28	2652,723	11/19/2002	Icon Health & Fitness, Inc.
US	NORDICTRACK	78246053	5/6/2003	Class 5	2,913,234	11/27/2004	Icon IP, Inc.
US	ONE YOLCH	78760605	11/23/2005	Class 28	3,023,981	7/10/2007	Icon Health & Fitness, Inc.
US	PERSONAL TRAINER	74363,149	2/22/1993	Class 42	2,095,932	9/9/1997	Icon IP, Inc.
US	POWER INCLINE	73271,453	12/26/1996	Class 28	2,123,786	1/13/1998	Icon IP, Inc.
US	PROFORM	734440856	8/25/1983	Class 28	1,346,441	7/2/1983	Icon Health & Fitness, Inc.
US	PROFORM	73517,563	1/14/1983	Class 25	1,523,734	2/2/1985	Icon Health & Fitness, Inc.

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

707 DE	Algeria	PROFORM	970632	5/10/1997	Class 28	9733	5/10/1997	Icon IP Inc.
7013 DE	Algeria	CROSS WALK	970635	5/10/1997	Class 28	9728	5/10/1997	Icon IP Inc.
7011 DE	Algeria	HEALTHTRIDER	970636	5/10/1997	Class 28	9737	5/10/1997	Icon IP Inc.
7066 DE	Algeria	CARDIO	970637	5/10/1997	Class 28	9738	5/10/1997	Icon IP Inc.
7047 DE	Algeria	WELLO	970638	5/10/1997	Class 28	9739	5/10/1997	Icon IP Inc.
7026 DE	Algeria	BLAACH	970639	5/10/1997	Class 28	9740	5/10/1997	Icon IP Inc.
7017 DE	Algeria	CADENCE	970640	5/10/1997	Class 28	9741	5/10/1997	Icon IP Inc.
7045 AD	Austria	WELDER	7894	10/16/1997	Class 28	7894	10/17/1997	Icon IP Inc.
7072 AD	Austria	CADENCE	7895	10/16/1997	Class 28	7895	10/17/1997	Icon IP Inc.
7013 AD	Austria	CROSS WALK	7891	10/16/1997	Class 28	7896	10/16/1997	Icon IP Inc.
7011 AD	Austria	HEALTHTRIDER	7892	10/16/1997	Class 28	7897	10/16/1997	Icon IP Inc.
7047 AD	Austria	WELLO	7893	10/16/1997	Class 28	7898	10/16/1997	Icon IP Inc.
7042 AD	Austria	IMAGI	7894	10/16/1997	Class 28	7899	10/16/1997	Icon IP Inc.
7037 AD	Austria	PROFORM	7895	10/16/1997	Class 28	7900	10/16/1997	Icon IP Inc.
7037 AD.1	Austria	PROFORM	3097		Class 28	7851	2/12/1997	Icon IP Inc.
7047 AD.1	Austria	WELLO	3099	2/12/1997	Class 28	7852	2/12/1997	Icon IP Inc.
7036 AD	Austria	CARDIO	3119	12/9/1997	Class 28	7853	11/29/1997	Icon IP Inc.
7021 AR	Argentina	HEALTHTRIDER	1,023,901	5/2/1998	Class 28	102391	5/12/1997	Icon IP Inc.
7017 AR	Argentina	CADENCE	1077052	4/10/1997	Class 28	1,674,369	7/24/1998	Icon IP Inc.
7015 AR	Argentina	CROSS WALK	1077064	4/10/1997	Class 28	1,674,371	7/24/1998	Icon IP Inc.
7019 AR	Argentina	IMAGI	1077041	4/10/1997	Class 28	1,782,575	5/24/2000	Icon Health & Fitness Inc.
7048 AR	Argentina	NORDICTRACK	1,200,542	2/1/1999	Class 28	1,786,783	4/6/2000	Icon Health & Fitness Inc.
7017 AR	Argentina	PROFORM	2482829		Class 28	1978249	4/20/2004	Icon IP Inc.
7047 AR	Argentina	WELLO	2482829		Class 28	1978250	4/20/2004	Icon IP Inc.
7046 AR	Argentina	CARDIO	2077863	4/28/1997	Class 28	1,676,370	7/24/1998	Icon IP Inc.
7053 US	US	NORDICTRACK Logo	416,548	4/6/1994	Class 28	606548	4/6/1994	Icon Health & Fitness Inc.
7013 AU	Australia	CROSS TRAINER	649,183	11/21/1994	Class 28	649,183	11/21/1994	Icon IP Inc.
7013 AU	Australia	CROSS WALK	651,321	1/24/1995	Class 28	651,321	1/24/1995	Icon IP Inc.
7012 AU	Australia	HEALTHTRIDER	653,765	4/23/1995	Class 28	653,765	4/13/1995	Icon IP Inc.
7011 AU	Australia	IBERIKIN logo	658,823	4/28/1995	Class 28	658,823	4/28/1995	Icon IP Inc.
7016 AU	Australia	IBERIKIN (old)	659,287	4/23/1995	Class 28	659,287	4/21/1995	Icon IP Inc.
7013 AU	Australia	ICON	717,431	9/28/1996	Class 28	717831	9/28/1996	Icon IP Inc.
7048 AU	Australia	NORDICTRACK	729645	3/1/1997	Class 28	729645	2/1/1997	Icon IP Inc.
7014 AU	Australia	HEALTHTRIDER PRO	743046	10/12/1997	Class 28	743,446	5/6/1998	Icon IP Inc.
7047 AU	Australia	SPACE SAVER	819,126	1/4/2000	Class 28	819,126	1/4/2000	Icon IP Inc.
7015 AU	Australia	NORDICTRACK & IBERIKIN	965538	1/7/2004	Classes 3, 5, 25, 28, 29, 30	965538	11/31/2003	Icon IP Inc.
7050 AU	Australia	NORDICTRACK	965539	1/7/2004	Classes 3, 5, 9, 25, 29, 30	965539	11/31/2003	Icon IP Inc.
7024 AU	Australia	IFT	983540	11/31/2003	Classes 3, 5, 28, 29, 30 and 41	983540	11/31/2003	Icon IP Inc.
7038 AU	Australia	PROFORM	983541	11/31/2003	Class 3, 5, 25, 30	983541	7/4/2005	Icon IP Inc.
7011 AU	Australia	STARDESKON	983542		Class 3, 9, 16	983542	6/7/2004	Icon IP Inc.
7014 AU	Australia	MT Logo	984,124	1/7/2004	Class 28	984,124	6/8/2004	Icon IP Inc.
7014 AU	Australia	CROSS BOX	989,224	1/7/2004	Class 28	989,224	1/29/2004	Icon IP Inc.
7015 AU	Australia	CROSSBAR	994,426	1/7/2004	Class 28	994,426	1/21/2004	Icon IP Inc.
7047 AU	Australia	WELLO	632348	7/16/1994	Class 28	632348	6/16/1994	Icon IP Inc.
7019 AU	Australia	BLAACH	634740	7/13/1994	Class 28	634740	7/13/1994	Icon IP Inc.
7017 AU	Australia	PROFORM	445125	5/27/1996	Class 28	7445,125	1/9/1996	Icon IP Inc.
7033 AT	Austria	LIFF STYLER	AM 274499	1/28/1993	Class 28	144,173	5/14/1999	Icon IP Inc.
7028 AT	Austria	CARTROCKER	AM 575497	10/16/1997	Class 28	177,867	8/18/1998	Icon IP Inc.
7048 AT	Austria	NORDICTRACK	AM 843399	1/28/1999	Class 28	188,287	5/18/2000	Icon IP Inc.
7047 AT	Austria	WELLO	AM 200024	6/26/1994	Class 28	637,78	7/18/1994	Icon IP Inc.
7027 AT	Austria	CADENCE	AM 608395	10/27/1997	Class 28	145,209	2/28/1999	Icon IP Inc.
7021 AT	Austria	HEALTHTRIDER	AM 827205		Class 28	167846	2/4/1994	Icon IP Inc.
7041 AT	Austria	IBERIKIN (Revolving Stick Plans)	AM 680395	1/24/1995	Class 28	143,350	4/9/1994	Icon IP Inc.
7049 AT	Austria	BLAACH	AM 247794	7/13/1994	Class 28	163,408	8/25/1996	Icon IP Inc.
7046 AT	Austria	PROFORM	AM 680395	10/27/1997	Class 28	164,020	10/8/1998	Icon IP Inc.
7017 AT	Austria	PROFORM	AM 286994	6/10/1994	Class 28	172,457	11/10/1997	Icon IP Inc.
7011 AT	Australia	CROSS WALK	AM 575497	10/16/1997	Class 28	176,670	7/13/1998	Icon IP Inc.
7011 AZ	Azerbaijan	HEALTHTRIDER	973089	6/3/1997	Class 28	973089	6/28/1999	Icon IP Inc.
7046 AZ	Azerbaijan	CARDIO	973093	6/3/1997	Class 28	973093	8/22/1999	Icon IP Inc.
7046 AZ	Azerbaijan	BLAACH	973095	6/3/1997	Class 28	973095	8/22/1999	Icon IP Inc.
7013 AZ	Azerbaijan	CROSS WALK	973096	6/3/1997	Class 28	973096	8/22/1999	Icon IP Inc.
7047 AZ	Azerbaijan	WELLO	973097	6/3/1997	Class 28	973097	8/22/1999	Icon IP Inc.
7037 AZ	Azerbaijan	PROFORM	973098	6/3/1997	Class 28	973098	8/22/1999	Icon IP Inc.
7045 BY	Belarus	WELDER	20022040	10/24/2002	Class 28	20027	1/18/2005	Icon IP Inc.
7048 BY	Belarus	NORDICTRACK	20022041	10/24/2002	Class 28	20028	1/18/2005	Icon IP Inc.
7029 BY	Belarus	IMAGI	20022042	10/24/2002	Class 28	20029	1/18/2005	Icon IP Inc.
7047 BY	Belarus	WELLO	20022043	10/24/2002	Class 28	20030	1/18/2005	Icon IP Inc.
7037 BY	Belarus	PROFORM (Revolving)	20022044	10/24/2002	Class 28	20031	1/18/2005	Icon IP Inc.
7049 BX	Bosnia & Herzegovina	IMAGI	578,024	7/14/1994	Class 28	578,024	7/14/1994	Icon IP Inc.
7047 BX	Bosnia & Herzegovina	WELLO	628873	6/15/1994	Class 28	633874	6/15/1994	Icon IP Inc.
7037 BX	Bosnia & Herzegovina	PROFORM	638,074	6/15/1994	Class 28	636,516	6/15/1994	Icon IP Inc.
7045 BX	Bosnia & Herzegovina	CROSS TRAINER	639,488	12/23/1994	Class 28	664,434	11/22/1994	Icon IP Inc.
7013 BX	Bosnia & Herzegovina	CROSS WALK	640,111	1/19/1995	Class 28	665,664	1/18/1995	Icon IP Inc.
7032 BX	Bosnia & Herzegovina	LIFF STYLER	641,259	1/26/1995	Class 28	665,923	1/26/1995	Icon IP Inc.
7021 BX	Bosnia & Herzegovina	HEALTHTRIDER	654,894	3/22/1995	Class 28	660,264	8/22/1995	Icon IP Inc.
7066 BX	Bosnia & Herzegovina	PROFORM	656,614	10/31/1995	Class 28	663,084	10/31/1995	Icon IP Inc.
7037 BX	Bosnia & Herzegovina	CADENCE	658,613	10/31/1995	Class 28	663,139	10/31/1995	Icon IP Inc.
7028 BX	Bosnia & Herzegovina	CARTROCKER	654,495	6/2/1997	Class 28	615,367	6/9/1997	Icon IP Inc.
7048 BX	Bosnia & Herzegovina	NORDICTRACK	618493	7/1/1998	Class 28	641,658	7/1/1998	Icon IP Inc.
7037 BO	Bolivia	PROFORM	5851	9/23/1997	Class 28	71146-C	10/8/1990	Icon Health & Fitness Inc.
7049 BO	Bolivia	BLAACH	7847	10/12/1997	Class 28	71873-C	3/7/1992	Icon IP Inc.
7047 BO	Bolivia	WELLO	5848	10/27/1997	Class 28	71933-C	3/17/1999	Icon IP Inc.
7048 BO	Bolivia	NORDICTRACK	1214	2/9/1998	Class 28	81447-C	8/4/2000	Icon IP Inc.
7029 BA	Bosnia	BLAACH	618891223	4/29/1997	Class 28	BA2291737	11/22/2003	Icon IP Inc.
7013 BA	Bosnia	CROSS WALK	BA2291728A	4/28/1997	Class 28	BA2291742	4/29/1997	Icon IP Inc.
7011 BA	Bosnia & Herzegovina	HEALTHTRIDER	BA2291743A	4/28/1997	Class 28	BA2291743	4/29/1997	Icon IP Inc.
7037 BA	Bosnia / Herzegovina	PROFORM	BA2291739A	4/28/1997	Class 28	BA2771738	11/22/2002	Icon IP Inc.
7047 BA	Bosnia / Herzegovina	WELLO	BA2291739A	4/28/1997	Class 28	BA2291739	11/22/2002	Icon IP Inc.
7046 BA	Bosnia / Herzegovina	CARDIO	BA2291741A	4/28/1997	Class 28	BA2291741	4/28/1997	Icon IP Inc.
7047 BR	Brazil	WELLO	81813344	4/18/1995	Class 28	8181334	10/4/2005	Icon IP Inc.
7024 BR 2	Brazil	PROFORM	82033287	6/24/1994	Class 28	82033287	10/13/2002	Icon IP Inc.

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T027 BR.1	Brand	PROFORM	817933469	10/1/1994	Class 21	817933469	10/1/1994	Icon IP, Inc.		
T027 BR.2	Brand	HEALTHBINDER	819,154,138	3/23/1996	Class 28	819154138	11/17/1999	Icon IP, Inc.		
T029 BR	Brand	IMAGE	819891228	4/17/1997	Class 28	819891228	5/17/2002	Icon IP, Inc.		
T035 BR	Brand	CROSS WALK	819891731	4/19/1997	Class 28	819891731	11/28/1999	Icon IP, Inc.		
T035 BR.1	Brand	CARDIO	819891238		Class 28	819891238	10/28/2003	Icon IP, Inc.		
T035 BR.2	Brand	NORDICTRACK	821,444,312	2/26/1999	Class 28	821444312	8/12/2002	Icon IP, Inc.		
T050 BR.1	Brand	NORDICTRACK	826235148	2/4/2004	Class 5	826235148	8/28/2007	Icon IP, Inc.		
T051 BR	Brand	TRT	826235158	2/4/2004	Class 5	826235158	8/28/2007	Icon IP, Inc.		
T052 BR.2	Brand	NORDICTRACK	826235164	2/4/2004	Class 9	826235164	8/28/2007	Icon IP, Inc.		
T053 BR.2	Brand	TRT	826235204	2/4/2004	Class 28	826235204	8/28/2007	Icon IP, Inc.		
T053 BR.4	Brand	NORDICTRACK	826235212	2/4/2004	Class 20	826235212	8/28/2007	Icon IP, Inc.		
T053 BR.5	Brand	NORDICTRACK	826235258	2/4/2004	Class 20	826235258	8/28/2007	Icon IP, Inc.		
T053 BR.3	Brand	TRT	826235268	2/4/2004	Class 29	826235268	8/28/2007	Icon IP, Inc.		
T053 BR.4	Brand	TRT	826235277	2/4/2004	Class 30	826235277	8/28/2007	Icon IP, Inc.		
T084 BR	Brand	M-Line	826235285	2/4/2004	Class 28	826235285	8/28/2007	Icon IP, Inc.		
T025 BR.5	Brand	TRT	826235283	2/4/2004	Class 41	826235283	8/28/2007	Icon IP, Inc.		
T056 BR.4	Brand	N NORDICTRACK & DESIGN	826235288	2/4/2004	Class 19	826235288	8/28/2007	Icon IP, Inc.		
T056 BR.5	Brand	N NORDICTRACK & DESIGN	826235298	2/4/2004	Class 30	826235298	8/28/2007	Icon IP, Inc.		
T056 BR.3	Brand	N NORDICTRACK & DESIGN	826235301	2/4/2004	Class 28	826235301	8/11/2007	Icon IP, Inc.		
T056 BR.1	Brand	N NORDICTRACK & DESIGN	826235328	2/4/2004	Class 1	826235328	8/28/2007	Icon IP, Inc.		
T058 BR.4	Brand	PROFORM	826235346	2/4/2004	Class 30	826235346	8/28/2007	Icon IP, Inc.		
T058 BR.3	Brand	PROFORM	826235344	2/4/2004	Class 29	826235344	8/28/2007	Icon IP, Inc.		
T043 CA	Canada	WRITER	457,719	4/27/1980	Class 28	457,719	1/1/1982	ICON IP, Inc.		
T047 CA	Canada	WESLO	628,390	2/6/1988	Class 28	375,113	11/7/1998	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T037 CA	Canada	PROFORM	605,804	4/26/1988	Class 28	379,869	2/1/1991	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T007 CA	Canada	NORDIC ADVANTAGE	670,267	1/18/1998	Class 42	497,267	1/30/1994	NORDICTRACK, INC.		
T003 CA	Canada	CROSS TRAINER	771,997	12/23/1994	Class 28	497,872	12/18/1994	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T048 CA	Canada	NORDICTRACK	786,320	8/14/1993	Class 28	477,752	8/18/1997	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T028 CA	Canada	CAKROCLIDE	781,357	4/28/1985	Class 28	480,102	2/2/1998	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T013 CA	Canada	CROSS WALK	777,810	1/14/1993	Class 28	501,325	9/28/1998	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T067 CA	Canada	SPACE SAVER	1108,157	6/28/2001	Class 28	608,219	4/22/2004	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T028 CA	Canada	M-Line	1,189,874	12/18/2003	Class 18	642,612	6/21/2005	Icon IP, Inc.		
T021 CA	Canada	HEALTHBINDER	795,732	10/24/1993	Class 28	784,482,994	8/17/1997	Icon IP, Inc.	Security Interest GE Capital Corp., 3/28/2002	Y
T012 CA	Canada	FRESH MOTION	1,094,823	8/5/1999	Class 28	784,482,994	9/28/2001	Icon IP, Inc.		
T027 CA	Canada	GABLE CROSS	1,199,873	12/30/2003	Class 28	784,482,994	6/21/2005	Icon IP, Inc.		
T014 CA	Canada	CROSS BOW	1,199,981	12/19/2003	Class 28	784,482,994	8/16/2005	Icon IP, Inc.		
T015 CA	Canada	TRT	1,226,760	2/18/2004	Class 20, 28	784,482,994	8/21/2005	Icon IP, Inc.		
T016 CA	Canada	CROSSBAR	1,202,987	1/8/2004	Class 28	784,482,994	8/21/2005	Icon IP, Inc.		
T029 CA	Canada	IMAGE	1,241,992	8/17/2003	Class 28	784,482,994	8/28/2007	Icon IP, Inc.		
T057 CL	China	PROFORM	421,239	8/22/1993	Class 28	421,239	2/4/1994	Icon IP, Inc.		
T067 CL	China	WESLO	464,649	1/5/2008	Class 28	464,649	7/21/1994	Icon IP, Inc.		
T013 CL	China	CROSS WALK	375,462	8/6/1997	Class 28	375,462	1/18/2001	Icon IP, Inc.		
T029 CL	China	IMAGE	384,113	7/21/1997	Class 28	384,113	3/26/2001	Icon IP, Inc.		
T048 CL.1	China	NORDICTRACK	367,892		Class 28	314,547	11/7/1997	Icon IP, Inc.		
T093 CL	China	CARDIO	379,970	8/6/1997	Class 28	363,846	8/27/1998	Icon IP, Inc.		
T051 CL	China	NORDICTRACK	378,054		Class 28	328,805	8/17/1998	Icon IP, Inc.		
T067 CL	China	CARDIO	379,969	8/6/1997	Class 28	378,873	8/17/1998	Icon IP, Inc.		
T028 CL	China	NORDICTRACK	373,891		Class 28, 25	324,752	11/8/1999	Icon IP, Inc.		
T011 CL	China	HEALTHBINDER	348,139	4/12/1996	Class 28	308,513,747,538	12/28/1996	Icon IP, Inc.		
T045 CN	China	WRITER			Class 28	265,971	10/28/1996	Icon IP, Inc.		
T047 CN	China	WESLO	893,167	1/25/1994	Class 28	893,167	11/7/1994	Icon IP, Inc.		
T037 CN	China	PROFORM	893,170	11/7/1996	Class 28	893,170	11/7/1996	Icon IP, Inc.		
T029 CN	China	IMAGE	893,178	11/7/1996	Class 28	893,178	11/7/1996	Icon IP, Inc.		
T041 CN	China	HEALTHBINDER & Design	919,951,933	4/28/1993	Class 28	945,028	2/14/1997	Icon IP, Inc.		
T088 CN	China	NORDICTRACK	950,018,035	5/25/1999	Class 18, 25	142,816	10/22/2002	Icon IP, Inc.		
T012 CN	China	FRESH MOTION	816,481	8/27/2003	Class 28	330,248	4/28/2005	Icon IP, Inc.		
T067 CN	China	SPACE SAVER	330,248	3/27/2003	Class 28	330,248	4/28/2005	Icon IP, Inc.		
T014 CN	China	CROSS BOW	330,248	8/27/2003	Class 28	330,248	4/28/2005	Icon IP, Inc.		
T060 CN	China	Image Icon	374,703	10/9/2003	Class 28	374,703	8/28/2008	Icon IP, Inc.		
T060 CN.3	China	Image Icon	374,704	10/9/2003	Class 25	374,704	7/28/2006	Icon IP, Inc.		
T060 CN.1	China	Image Icon	374,705	10/9/2003	Class 30	374,705	1/28/2006	Icon IP, Inc.		
T033 CN.3	China	Image Icon	374,708	10/9/2003	Class 28	374,708	10/21/2006	Icon IP, Inc.		
T033 CN.1	China	Image Icon	374,710	10/9/2003	Class 20	374,710	1/28/2006	Icon IP, Inc.		
T074 CN.1	China	Image Icon	379,170	11/18/2003	Class 12	379,170	10/7/2005	Icon IP, Inc.		
T074 CN.2	China	Image Icon	379,171	11/18/2003	Class 20	379,171	3/14/2006	Icon IP, Inc.		
T074 CN.3	China	Image Icon	379,172	11/18/2003	Class 25	379,172	10/21/2006	Icon IP, Inc.		
T074 CN	China	Image Icon	379,173	11/18/2003	Class 28	379,173	3/7/2009	Icon IP, Inc.		
T074 CN.4	China	Image Icon	379,174	11/18/2003	Class 30	379,174	8/7/2005	Icon IP, Inc.		
T056 CN.7	China	N NORDICTRACK & DESIGN	379,175	11/18/2003	Class 11	379,175	1/14/2006	Icon IP, Inc.		

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7054	China	N NORADTRACK & DESIGN	3791679	11/10/2003	Class 30	3791679	8/21/2005	Icon IP, Inc.		
7056 CN.5	China	N NORADTRACK & DESIGN	3791676	11/10/2003	Class 20	3791679	6/30/2006	Icon IP, Inc.		
7069 CN.1	China	HEMI	3791680	11/10/2003	Class 12	3791680	10/7/2005	Icon IP, Inc.		
7068 CN.1	China	HEMI	3791681	11/10/2003	Class 10	3791681	3/14/2006	Icon IP, Inc.		
7069 CN.3	China	HEMI	3791682	11/10/2003	Class 15	3791682	10/21/2006	Icon IP, Inc.		
7069 CN	China	HEMI	3791683	11/10/2003	Class 18	3791683	10/21/2006	Icon IP, Inc.		
7069 CN.4	China	HEMI	3791684	11/10/2003	Class 30	3791684	8/2/2005	Icon IP, Inc.		
7058 CN.3	China	PROFORM	3889249	1/15/2004	Class 29	3889249	8/14/2008	Icon IP, Inc.		
7055 CN	China	IPIT	3889250	1/15/2004	Class 9	3889250	6/29/2006	Icon IP, Inc.		
7056 CN.4	China	N NORADTRACK & DESIGN	3889251	1/16/2004	Class 29	3889251	11/28/2003	Icon IP, Inc.		
7056 CN.3	China	N NORADTRACK & DESIGN	3889252	1/16/2004	Class 28	3889252	2/7/2009	Icon IP, Inc.		
7056 CN.2	China	N NORADTRACK & DESIGN	3889253	1/16/2004	Class 15	3889253	2/7/2009	Icon IP, Inc.		
7058 CN.4	China	PROFORM	3889259	1/15/2004	Class 30	3889259	1/7/2005	Icon IP, Inc.		
7056 CN.5	China	N NORADTRACK & DESIGN	3889260	1/16/2004	Class 30	3889260	11/14/2006	Icon IP, Inc.		
7067 CN.1	China	CROSSBAR	3889261	1/15/2004	Class 28	3889261	3/14/2007	Icon IP, Inc.		
7054 CN.2	China	PROFORM	3889262	1/15/2004	Class 25	3889262	3/14/2007	Icon IP, Inc.		
7055 CN.2	China	IPIT	3889264	1/15/2004	Class 41	3889264	6/29/2006	Icon IP, Inc.		
7054 CN.4	China	IPIT	3889267	1/15/2004	Class 30	3889266	12/7/2005	Icon IP, Inc.		
7054 CN.3	China	IPIT	3889267	1/15/2004	Class 29	3889267	11/28/2005	Icon IP, Inc.		
7055 CN.2	China	IPIT	3889268	1/15/2004	Class 28	3889268	3/14/2007	Icon IP, Inc.		
7055 CN.1	China	IPIT	3889269	1/15/2004	Class 9	3889269	6/29/2006	Icon IP, Inc.		
7050 CN.5	China	NORADTRACK	3889274	1/16/2004	Class 30	3889274	1/14/2008	Icon IP, Inc.		
7050 CN.4	China	NORADTRACK	3889273	1/16/2004	Class 19	3889273	11/28/2005	Icon IP, Inc.		
7050 CN.3	China	NORADTRACK	3889276	1/16/2004	Class 25	3889276	3/14/2007	Icon IP, Inc.		
7050 CN.2	China	NORADTRACK	3889277	1/16/2004	Class 9	3889277	3/7/2006	Icon IP, Inc.		
7050 CN.1	China	NORADTRACK	3889278	1/16/2004	Class 8	3889278	6/29/2006	Icon IP, Inc.		
7059 CN	China	NORADTRACK	3889279	1/16/2004	Class 3	3889279	6/29/2006	Icon IP, Inc.		
7067 CN	China	CABLE CROSS	3901781	2/3/2004	Class 28	3901781	3/11/2007	Icon IP, Inc.		
7068 CN	China	MILO	3901782	2/3/2004	Class 28	3901782	8/2/2008	Icon IP, Inc.		
7069 CN.5	China	NORADTRACK	3971829	3/23/2004	Class 31	3971829	3/14/2006	Icon IP, Inc.		
7069 CN.6	China	N NORADTRACK & DESIGN	3971830	3/23/2004	Class 32	3971830	3/14/2006	Icon IP, Inc.		
7070 CN	China	SPR	4520256	3/1/2005	Class 29	4520256	12/28/2008	Icon IP, Inc.		
7071 CN	China	PBR & BART	4520257	3/1/2005	Class 28	4520257	10/28/2008	Icon IP, Inc.		
7075 CN	China	PBR & BART	4520258	3/1/2005	Class 28	4520258	10/28/2008	Icon IP, Inc.		
7076 CN	China	HEI	4520259	3/1/2005	Class 28	4520259	10/28/2008	Icon IP, Inc.		
7069 CN	China	SPR	4520276	3/1/2005	Class 28	4520276	10/28/2008	Icon IP, Inc.		
7021 CN.1	China	HEALTHRIDER	5287130	4/18/2006	Class 28	5287130	8/21/2009	Icon IP, Inc.		
7027 CO	Columbia	CADENCE	97-020786	4/18/1997	Class 28	205461	2/13/1998	Icon IP, Inc.		
7027 CO	Columbia	WELLO	97-020785	4/18/1997	Class 28	205462	2/13/1998	Icon IP, Inc.		
7029 CO	Columbia	IMAGE	97-020781	4/18/1997	Class 28	205426	2/13/1998	Icon IP, Inc.		
7026 CO	Columbia	CARDIO	97-020780	4/18/1997	Class 28	205427	2/13/1998	Icon IP, Inc.		
7027 CO	Columbia	PROFORM	97-020782	4/18/1997	Class 28	205428	2/13/1998	Icon IP, Inc.		
7023 CO	Columbia	CROSS WALK	97-020783	4/18/1997	Class 28	205429	2/13/1998	Icon IP, Inc.		
7021 CO	Columbia	HEALTHRIDER	97-020787	4/18/1997	Class 28	205430	8/18/1998	Icon IP, Inc.		
7048 CO	Columbia	NORADTRACK	98-010-291	2/25/1998	Class 28	264413	11/22/2002	Icon IP, Inc.		
7027 CA	Costa Rica	CADENCE	2828-27	4/23/1997	Class 28	104795	11/24/1997	Icon IP, Inc.		
7027 CA	Costa Rica	WELLO	2828-27	4/23/1997	Class 28	104796	11/24/1997	Icon IP, Inc.		
7029 CA	Costa Rica	IMAGE	2828-27	4/23/1997	Class 28	104797	11/24/1997	Icon IP, Inc.		
7019 CA	Costa Rica	CROSS WALK	2828-27	4/23/1997	Class 28	104798	11/24/1997	Icon IP, Inc.		
7021 CA	Costa Rica	HEALTHRIDER	2828-27	4/23/1997	Class 28	104799	11/24/1997	Icon IP, Inc.		
7026 CA	Costa Rica	CARDIO	2828-27	4/23/1997	Class 28	114875	12/9/1997	Icon IP, Inc.		
7048 CA	Costa Rica	NORADTRACK	2828-27	4/23/1997	Class 28	114876	12/9/1997	Icon IP, Inc.		
7029 CR	Costa Rica	IMAGE	2828-27	4/23/1997	Class 28	282045	5/14/1998	Icon IP, Inc.		
7027 HR	Costa Rica	PROFORM	2828-27	4/23/1997	Class 28	282046	5/14/1998	Icon IP, Inc.		
7027 HR	Costa Rica	WELLO	2828-27	4/23/1997	Class 28	282047	5/14/1998	Icon IP, Inc.		
7027 HR	Costa Rica	CADENCE	2828-27	4/23/1997	Class 28	282048	5/14/1998	Icon IP, Inc.		
7026 HR	Costa Rica	CARDIO	2828-27	4/23/1997	Class 28	282049	5/14/1998	Icon IP, Inc.		
7013 HR	Costa Rica	CROSS WALK	2828-27	4/23/1997	Class 28	282050	5/14/1998	Icon IP, Inc.		
7021 HR	Costa Rica	HEALTHRIDER	2828-27	4/23/1997	Class 28	282051	5/14/1998	Icon IP, Inc.		
7024 CT	CT	INTERACTIVE FITNESS	1094328	3/4/1999	Classes 1, 28, 33 and 42	1094328	6/9/2008	Icon IP, Inc.		
7025 CT	CT	IPIT	1094329	3/4/1999	Classes 1, 28, 33 and 42	1094329	7/3/2008	Icon IP, Inc.		
7041 CT	CT	NORADTRACK	1173751	5/18/1999	Class 28	1173751	8/26/2003	Icon IP, Inc.		
7023 CT	CT	B.A.N.	1188851	5/17/1999	Class 16	1188851	8/28/2000	Icon IP, Inc.		
7022 CT	CT	FRAM MOUNT	1271814	8/9/1999	Class 28	1271814	11/13/2008	Icon IP, Inc.		
7023 CT	CT	IPIT-COM	1340078	10/12/1999	Class 42	1340078	11/30/2008	Icon IP, Inc.		
7021 CT	CT	NORADTRACK	1422248	12/14/1999	Class 25	1422248	8/22/2003	Icon IP, Inc.		
7025 CT	CT	FIT MOTION	1775196	1/26/2000	Classes 25 & 28	1775196	8/22/2003	Icon IP, Inc.		
7027 CT	CT	CARDIO TREATER	1776384	1/26/2000	Classes 25 & 28	1776384	7/15/2003	Icon IP, Inc.		
7027 CT	CT	IMAGE FUSION	2666034	3/9/2002	Class 25	2666034	10/13/2003	Icon IP, Inc.		
7045 CT	CT	WEIDER	2731693	6/16/2002	Class 28	2731693	10/13/2006	Icon IP, Inc.		
7045 CT.2	CT	IPIT	3148728	4/22/2004	Class 9	3148728	3/23/2005	Icon IP, Inc.		
7025 CT	CT	CROSSBAR	3614881	1/16/2004	Class 28	3614881	5/24/2005	Icon IP, Inc.		
7001 CT	CT	5 STAR DESIGN	3615181	1/16/2004	Class 28	3615181	8/4/2006	Icon IP, Inc.		
7027 CT	CT	CABLE CROSS	3615218	1/16/2004	Class 28	3615218	5/18/2007	Icon IP, Inc.		
7028 CT.1	CT	PROFORM (Physio)	3617149	1/16/2004	Classes 3, 5, 9, 30	3617149	5/24/2005	Icon IP, Inc.		
7014 CT	CT	CROSS BOW	3618495	1/16/2004	Class 28	3618495	3/2/2006	Icon IP, Inc.		
7028 CT	CT	MILO	3618881	1/16/2004	Class 28	3618881	1/26/2006	Icon IP, Inc.		
7023 CT.1	CT	IPIT	3617115	1/16/2004	Classes 3, 28, 33, and 42	3617115	5/9/2004	Icon IP, Inc.		
7028 CT	CT	PROFORM	3144031	4/22/2003	Classes 3, 5, 9, 30 and 32	3144031	7/14/2005	Icon IP, Inc.		
7021 CZ	Check Republic	HEALTHRIDER	02 1222 46	5/16/1997	Class 28	215547	5/16/1997	Icon IP, Inc.		

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TM7 CZ	Czech Republic	WISLO	02 12243	5/16/1997	Class 28	216153	3/28/1999	Icon IP, Inc.		
TM7 CZ	Czech Republic	CADENCE	02 12244	5/16/1997	Class 28	216154	3/28/1999	Icon IP, Inc.		
TM7 CZ	Czech Republic	PROFORM	02 12248	5/16/1997	Class 28	216156	3/28/1999	Icon IP, Inc.		
TM13 CZ	Czech Republic	CROSS WALK	02 12245	5/16/1997	Class 28	219168	6/23/1999	Icon IP, Inc.		
TM29 CZ	Czech Republic	IMAGE	02 12249	5/16/1997	Class 28	228197	5/16/1997	Icon IP, Inc.		
TM48 CZ	Czech Republic	NORDTRACK	02 138953	2/19/1999	Class 28	233190	9/18/2001	Icon IP, Inc.		
TM13 DK	Denmark	CROSS WALK	02061997	6/21/1997	Class 28	3181	7/25/1997	Icon IP, Inc.		
TM28 DK	Denmark	CARDNOBLE	02061997	6/21/1997	Class 28	832801997	7/25/1997	Icon IP, Inc.		
TM11 DK	Denmark	HEALTHTRIDER	6241997	10/30/1997	Class 28	833401997	7/25/1997	Icon IP, Inc.		
TM22 DK	Denmark	LIBRYLER	023611995	10/24/1995	Class 28	62811996	1/19/1996	Icon IP, Inc.		
TM11 DK	Denmark	DIBKEN (Standing Skat Fiscus)	93281995	12/4/1995	Class 28	67441996	1/2/1996	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	483994	6/16/1994	Class 28	117892	2/17/1995	Icon IP, Inc.		
TM7 DK	Denmark	CADENCE	837395	10/31/1995	Class 28	VR 1995 08362	12/8/1995	Icon IP, Inc.		
TM2 DK	Denmark	IMAGE	489394	7/13/1994	Class 28	VR 1994 03620	6/21/1994	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	VA 024 1094	10/16/1994	Class 28	VR 450 1925	1/28/1995	Icon IP, Inc.		
TM2 DK	Denmark	IMAGE	77318-87	4/18/1997	Class 28	4172-88	8/23/1998	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	77312	4/18/1997	Class 28	4448-88	9/18/1998	Icon IP, Inc.		
TM7 DK.1	Denmark	PROFORM	77314	4/18/1997	Class 28	4448-88	9/18/1998	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM (Bygone)	78686	5/30/1997	Class 28	2851-88	10/1/1998	Icon IP, Inc.		
TM48 DK	Denmark	WIDKER	45691		Class 28	8971-89		Icon IP, Inc.		
TM48 DK	Denmark	NORDTRACK	84608	2/9/1999	Class 28	11576-08	3/28/2000	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	106573	4/22/1997	Class 28	106573	8/7/1999	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	106574	4/22/1997	Class 28	106574	8/7/1999	Icon IP, Inc.		
TM7 DK	Denmark	CADENCE	106575	4/22/1997	Class 28	106575	8/7/1999	Icon IP, Inc.		
TM1 DK	Denmark	HEALTHTRIDER	106578	10/31/1997	Class 28	106578	8/7/1999	Icon IP, Inc.		
TM48 DK	Denmark	NORDTRACK	14231997	10/31/1997	Class 28	14231997	8/7/1999	Icon IP, Inc.		
TM48 DK	Denmark	NORDTRACK	14231997	10/31/1997	Class 28	14231997	8/7/1999	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	134999	2/24/1999	Class 28	134999	10/15/2003	Icon IP, Inc.		
TM28 DK	Denmark	IMAGE	135109	2/24/1999	Class 28	135109	10/15/2003	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	1399783322	6/8/1997	Class 28	210487	5/29/1998	Icon IP, Inc.		
TM7 DK	Denmark	CADENCE	1399783323	6/8/1997	Class 28	210488	5/29/1998	Icon IP, Inc.		
TM7 DK	Denmark	CARDNOBLE	1399783324	6/8/1997	Class 28	210489	5/29/1998	Icon IP, Inc.		
TM13 DK	Denmark	CROSS WALK	1399783325	6/8/1997	Class 28	210490	5/29/1998	Icon IP, Inc.		
TM11 DK	Denmark	HEALTHTRIDER	1399783326	6/8/1997	Class 28	210491	5/29/1998	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	1399783327	6/8/1997	Class 28	210492	5/29/1998	Icon IP, Inc.		
TM7 DK.1	Denmark	PROFORM	1418334	4/13/1997	Classes 10, 12, and 28	1418334	4/15/1997	Icon IP, Inc.		
TM27 DK	Denmark	PROFORM	945931204	8/18/1994	Class 28	94593204	8/18/1994	Icon IP, Inc.		
TM27 DK	Denmark	IMAGE	945931211	11/24/1994	Class 28	94593121	11/24/1994	Icon IP, Inc.		
TM27 DK	Denmark	LIBR STYLER	945931239	11/24/1994	Class 28	94593123	11/24/1994	Icon IP, Inc.		
TM27 DK	Denmark	CROSS WALK	945931244	11/24/1994	Class 28	94593124	11/24/1994	Icon IP, Inc.		
TM27 DK	Denmark	HEALTHTRIDER	945931251	11/24/1994	Class 28	94593125	11/24/1994	Icon IP, Inc.		
TM7 DK.1	Denmark	PROFORM	9539785	11/15/1995	Classes 1, 25, 29 & 38	9539785	11/15/1995	Icon IP, Inc.		
TM41 DK	Denmark	DIBKEN (Standing Skat Fiscus)	95680784		Class 28	95680784	12/13/1995	Icon IP, Inc.		
TM66 DK	Denmark	Fusnik	7064 96 631126	7/5/1996	Class 28	96633124	7/5/1996	Icon IP, Inc.		
TM17 DK	Denmark	CADENCE	86631127	7/5/1996	Class 28	86631127	7/5/1996	Icon IP, Inc.		
TM47 DK	Denmark	WISLO	94544791	11/16/1994	Class 28	94 544791	11/16/1994	Icon IP, Inc.		
TM27 DK	Denmark	CROSS TRADER	94559510	12/23/1994	Class 28	94 559510	12/23/1994	Icon IP, Inc.		
TM28 DK	Denmark	CARDNOBLE	95751282	6/14/1995	Class 28	95 751282	6/14/1995	Icon IP, Inc.		
TM28 DK	Denmark	CARDNO	95851164	8/16/1997	Class 28	97 681 164	6/16/1997	Icon IP, Inc.		
TM11 DK	Denmark	HEALTHTRIDER	61225808	6/21/1997	Class 28	6122	6/25/1998	Icon IP, Inc.		
TM13 DK	Denmark	CROSS WALK	12258109	6/21/1997	Class 28	6789	6/13/1998	Icon IP, Inc.		
TM17 DK	Denmark	WISLO	81225703	6/21/1997	Class 28	6781	6/13/1998	Icon IP, Inc.		
TM17 DK	Denmark	PROFORM	81225803	6/21/1997	Class 28	6782	6/13/1998	Icon IP, Inc.		
TM28 DK	Denmark	IMAGE	81225903	6/21/1997	Class 28	6783	6/13/1998	Icon IP, Inc.		
TM27 DK	Denmark	CADENCE	81226003	6/21/1997	Class 28	6784	6/13/1998	Icon IP, Inc.		
TM28 DK	Denmark	CARDNO	81226103	6/21/1997	Class 28	6785	6/13/1998	Icon IP, Inc.		
TM28 DK	Denmark	NORDTRACK	14397	10/7/1999	Class 28	15126	3/7/2000	Icon IP, Inc.		
TM21 DK	Denmark	HEALTHTRIDER & Design	933206	7/28/1993	Class 28	1,039,877	3/15/1994	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	746773	6/28/1994	Class 28	308923	3/28/1995	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	2,094,644	6/28/1994	Class 28	309045	6/13/1995	Icon IP, Inc.		
TM9 DK	Denmark	IMAGE	74690228	2/14/1994	Class 28	2,913,882	9/22/1998	Icon IP, Inc.		
TM11 DK.1	Denmark	HEALTHTRIDER	30612 696.0	6/14/1994	Class 28	306 21 696	8/20/1996	Icon IP, Inc.		
TM11 DK	Denmark	CROSS WALK	30512 331.1	1/28/1995	Class 28	305 01 331.1	10/23/1995	Icon IP, Inc.		
TM18 DK	Denmark	CARDNOBLE	54103	6/12/1995	Class 28	305 24 163	5/27/1996	Icon IP, Inc.		
TM17 DK.1	Denmark	PROFORM	305 28 136	7/8/1995	Class 28	305 28 136	4/8/1996	Icon IP, Inc.		
TM7 DK	Denmark	CADENCE	305 43 631	11/19/1995	Class 28	305 43 631	7/8/1996	Icon IP, Inc.		
TM66 DK	Denmark	Fusnik	305 43 632	11/19/1995	Class 28	305 43 632	7/8/1996	Icon IP, Inc.		
TM11 DK	Denmark	DIBKEN (Standing Skat Fiscus)	305 50 951	12/14/1995	Class 28	305 50 951	9/27/1996	Icon IP, Inc.		
TM48 DK	Denmark	NORDTRACK	308 75 124		Class 28	308 75 124	7/3/1999	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	126276	11/7/1995	Class 28	126276	11/17/1998	Icon IP, Inc.		
TM66 DK	Denmark	Fusnik	126276	11/7/1995	Class 28	126276	8/17/1998	Icon IP, Inc.		
TM27 DK	Denmark	CADENCE	126271	11/7/1995	Class 28	126271	3/17/1998	Icon IP, Inc.		
TM41 DK	Denmark	DIBKEN (Standing Skat Fiscus)	127474	12/13/1995	Class 28	127474	3/17/1998	Icon IP, Inc.		
TM29 DK	Denmark	IMAGE	134471	8/7/1997	Class 28	134471	3/17/1999	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	134472	8/7/1997	Class 28	134472	4/19/1999	Icon IP, Inc.		
TM66 DK	Denmark	CARDNO	134473	8/7/1997	Class 28	134473	4/19/1999	Icon IP, Inc.		
TM13 DK	Denmark	CROSS WALK	134474	8/7/1997	Class 28	134474	4/19/1999	Icon IP, Inc.		
TM11 DK	Denmark	HEALTHTRIDER	134475	8/7/1997	Class 28	134475	4/19/1999	Icon IP, Inc.		
TM11 DK	Denmark	HEALTHTRIDER	134497	4/8/1997	Class 28	86,095	1/17/1997	Icon IP, Inc.		
TM13 DK	Denmark	CROSS WALK	254397	4/8/1997	Class 28	87,845	10/21/97	Icon IP, Inc.		
TM66 DK	Denmark	CARDNO	254397	4/8/1997	Class 28	87,846	10/21/97	Icon IP, Inc.		
TM7 DK	Denmark	CADENCE	254197	4/8/1997	Class 28	87,850	10/21/1997	Icon IP, Inc.		
TM48 DK.1	Denmark	NORDTRACK (Bygone)			Class 28	90518	6/18/1998	Icon IP, Inc.		
TM7 DK	Denmark	PROFORM	4419-94	6/29/1994	Class 28	96,692	7/24/1994	Icon IP, Inc.		
TM47 DK	Denmark	WISLO	4419-94	6/29/1994	Class 28	96,612	7/27/1999	Icon IP, Inc.		
TM48 DK	Denmark	NORDTRACK	89-00761	2/17/2000	Class 28	119,246	6/4/2002	Icon IP, Inc.		
TM29 DK	Denmark	IMAGE	76,651	6/28/1984	Class 28	76,651/687/744	3/28/1996	Icon IP, Inc.		
TM7 DK	Denmark	WISLO	432897	4/21/1997	Class 28	75,082	4/31/1999	Icon IP, Inc.		
TM27 DK	Denmark	PROFORM	432897	4/21/1997	Class 28	70,269	12/16/1997	Icon IP, Inc.		

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T088 HN	Honduras	NORDICTRACK	159699	2/2/1999	Class 2E	75,883	11/21/1999	Icon IP, Inc.
T089 HN	Honduras	IMAGE	436787	4/21/1997	Class 2E	70004	10/28/1997	Icon IP, Inc.
T089 HK	Hong Kong	IMAGE	818624	7/21/1994	Class 2E	11426/1997	7/21/1994	Icon IP, Inc.
T097 HK	Hong Kong	CADENCE	13679196	11/6/1996	Class 2E	11592/1997	11/6/1996	Icon IP, Inc.
T093 HK	Hong Kong	CROSS WALK	13881198	11/6/1996	Class 2E	11595/1997	11/6/1996	Icon IP, Inc.
T095 HK	Hong Kong	CAIRO	13881196	11/6/1996	Class 2E	11594/1997	11/6/1996	Icon IP, Inc.
T097 HK	Hong Kong	PROFORM	771704	6/30/1994	Class 2E	13998/1997	6/30/1994	Icon IP, Inc.
T047 HK	Hong Kong	WISLO	771704	6/30/1994	Class 2E	344595	6/30/1994	Icon IP, Inc.
T043 HK	Hong Kong	KON	13879926	11/6/1996	Class 2E	4301/1998	5/12/1998	Icon IP, Inc.
T045 HK	Hong Kong	WRIDER	14438956	11/21/1999	Class 2E	7497/1998	11/21/1999	Icon IP, Inc.
T048 HK	Hong Kong	NORDICTRACK	13153995	8/21/1999	Class 2E	804845		Icon IP, Inc.
T048 HK.1	Hong Kong	NORDICTRACK	13153992	8/21/1999	Class 2E	81520/2000	8/21/2002	Icon IP, Inc.
T047 HU	Hungary	PROFORM	857781587	5/9/1997	Class 2E	1514281	5/12/1998	Icon IP, Inc.
T046 HU	Hungary	CAIRO	857781585	5/9/1997	Class 2E	1514285	5/12/1998	Icon IP, Inc.
T047 HU	Hungary	WISLO	857781584	5/9/1997	Class 2E	1514287	5/12/1998	Icon IP, Inc.
T041 HU	Hungary	HEALTHRIDER	857781579	5/9/1997	Class 2E	152453	6/18/1998	Icon IP, Inc.
T043 HU	Hungary	CROSS WALK	857781580	5/9/1997	Class 2E	153433	6/24/1998	Icon IP, Inc.
T049 HU	Hungary	NORDICTRACK	859908484	2/3/1999	Class 2E	158499	11/26/1999	Icon IP, Inc.
T049 HU	Hungary	IMAGE	857781581	5/9/1997	Class 2E	176410	8/4/2003	Icon IP, Inc.
T047 HU	Hungary	CADENCE	857781583	5/9/1997	Class 2E	151484	5/12/1998	Icon IP, Inc.
T041 IN	India	HEALTHRIDER	1113180	6/28/2002	Class 2E	1113100	6/28/2002	Icon IP, Inc.
T048 IN	India	NORDICTRACK	1113181	6/28/2002	Class 2E	1113181		Icon IP, Inc.
T062 IT	International Registration (WIPO)	PROFORM SPORT & Design			Classes 3, 5, 18, 24, 15, 36, and 33	635640	9/20/1995	Icon IP, Inc.
T047 IE	Ireland	WISLO	203297	6/4/1997	Class 2E	204353	6/4/1997	Icon IP, Inc.
T021 IE	Ireland	HEALTHRIDER	203597	6/4/1997	Class 2E	203265	6/4/1997	Icon IP, Inc.
T028 IE	Ireland	CARDIOCLIX	203497	6/4/1997	Class 2E	203598	6/4/1997	Icon IP, Inc.
T037 IE	Ireland	PROFORM	203497	6/4/1997	Class 2E	203512	6/4/1997	Icon IP, Inc.
T029 IE	Ireland	IMAGE	203897	6/4/1997	Class 2E	203578	6/4/1997	Icon IP, Inc.
T041 IL	Israel	HEALTHRIDER	87898	4/9/1995	Class 2E	97898	4/9/1995	Icon IP, Inc.
T048 IL	Israel	NORDICTRACK	118217	3/9/1997	Class 2E	118227	7/6/1998	Icon IP, Inc.
T063 IT	Italy	JOB WELDER	892330	10/31/1989	Class 2E	374489	9/25/1994	WELDER SPORTS CO. LTD.
T047 IT	Italy	WISLO	T094C001753	6/23/1994	Class 2E	883743	7/4/1996	WISLO Under no. 1183002, the current owner is Icon IP, Inc.
T037 IT.1	Italy	PROFORM	T094C001756	6/23/1994	Class 2E	883745	7/4/1996	PROFORM FITNESS PRODUCTS Under no. 1183002, the current owner is Icon IP, Inc.
T029 IT	Italy	IMAGE	942880	7/15/1994	Class 2E	883953	7/4/1996	PROFORM FITNESS PRODUCTS Under no. 1183002, the current owner is Icon IP, Inc.
T013 IT	Italy	CROSS TRAINER	T094C003523	12/23/1994	Class 2E	891321	11/21/1996	ICON HEALTH FITNESS INC. Under no. 1183002, the current owner is Icon IP, Inc.
T015 IT	Italy	CROSS WALK	T095D000353	2/7/1995	Class 2E	716118	7/16/1997	ICON HEALTH FITNESS INC. Under no. 1183002, the current owner is Icon IP, Inc.
T021 IC	Italy	HEALTHRIDER	91 C 00 11322	4/7/1995	Class 2E	716806	6/16/1997	ICON HEALTH FITNESS INC. Under no. 1183002, the current owner is Icon IP, Inc.
T045 IT.1	Italy	WRIDER	83 19325	5/21/1993	Class 2E, 30 and 33	994216	3/7/1996	WRIDER SPORTS CO. LTD.
T045 IT	Italy	WRIDER	409547		Class 2E	097438	6/3/1996	WRIDER MEN
T038 IT	Italy	CARDIOCLIX	T095C001861	6/13/1995	Class 2E	1187214	7/16/1997	Icon IP, Inc.
T037 IT	Italy	PROFORM	T095C002454	1/27/1995	Class 2E, 05, 25	1187954	7/17/1997	Icon IP, Inc.
T027 IT	Italy	CADENCE	T095C003296	11/13/1994	Class 2E	1172946	7/12/1997	Icon IP, Inc.
T066 IT	Italy	Formfit	T095C003392	11/13/1994	Class 2E	1172947	7/12/1997	Icon IP, Inc.
T041 IT	Italy	DESIGN (standing 84x64 Figure)	T095C003767	12/14/1995	Class 2E	1179889	7/17/1997	Icon IP, Inc.
T037 JP	Japan	PROFORM	48246	5/6/1986	Class 2E	212884	3/23/1998	Icon IP, Inc.
T048 JP.1	Japan	NORDICTRACK	16,649/1993	10/21/1993	Class 2E	3204237	9/20/1996	Icon IP, Inc.
T034 JP	Japan	HEALTHRIDER PRO	6-120943	12/4/1993	Class 2E	3014023	10/31/1998	Icon IP, Inc.
T047 JP	Japan	WISLO	6-115940	11/17/1994	Class 2E	4027074	7/11/1997	Icon IP, Inc.
T005 JP	Japan	CROSS TRAINER	6-120216	12/26/1994	Class 2E	4314400	9/18/1997	Icon IP, Inc.
T048 JP	Japan	NORDICTRACK	8620/1999	2/4/1999	Class 2E	4796299	8/28/2004	Icon IP, Inc.
T067 JP	Japan	SPACE SAVER (and Related translation)	2098-17447	3/7/2008	Class 2E	5164888	8/12/2008	Icon IP, Inc.
T020 JP	Japan	NORDICTRACK (and Related translation)	2098 17446	3/7/2008	Class 25	5184928	11/29/2008	Icon IP, Inc.
T054 KR	Korea	NORDICTRACK	94-8306	10/18/1994	Class 11E	33342	11/15/1996	Icon IP, Inc.
T045 KR	Korea	WRIDER	94-8494		Korean Class 42	114822	7/25/1998	Icon IP, Inc.
T046 KR	Korea	WISLO	94-24514	6/21/1994	Class 2E	332518	12/5/1996	Icon IP, Inc.
T037 KR	Korea	PROFORM	94-24517	6/21/1994	Class 2E	332519	12/5/1996	Icon IP, Inc.
T051 KR.1	Korea	NORDICTRACK	94-41583	10/18/1994	Class 27 - shoes (international class 21)	334937	4/9/1996	Icon IP, Inc.
T051 KR	Korea	NORDICTRACK	94-41585	10/18/1994	Class 45 - clothing (international class 25)	340829	4/11/1996	Icon IP, Inc.
T041 KR	Korea	HEALTHRIDER & Design	95-16778	4/29/1995	Class 2E	353216	12/29/1997	Icon IP, Inc.
T011 KCL.1	Korea	HEALTHRIDER	2004-18783	4/20/2004	Class 2E	40484339	3/1/2007	Icon IP, Inc.
T029 MX	Mexico	IMAGE	205832	7/28/1994	Class 2E	476178	10/7/1994	Icon IP, Inc.
T037 MX	Mexico	PROFORM	228196	5/28/1995	Class 2E	488877	4/24/1995	Icon IP, Inc.
T019 MX	Mexico	CROSS WALK	213401	2/8/1995	Class 2E	489280	2/8/1995	Icon IP, Inc.
T047 MX	Mexico	WISLO	120050	4/7/1995	Class 2E	492773	4/7/1995	Icon IP, Inc.
T054 MX	Mexico	NORDICTRACK	232452	8/23/1995	Class 2E	504577	8/18/1995	Icon IP, Inc.

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T021 MX	Mexico	NORADTRACK	216364	1/26/1994	Class 23	289,201	2/23/1995	Icon IP, Inc.	
T028 MX	Mexico	NORADTRACK	216368	10/26/1994	Class 28	209,232	10/21/1992	Icon IP, Inc.	
T029 MX	Mexico	NORADTRACK	216367	10/26/1994	Class 42	208,267	9/14/1998	Icon IP, Inc.	
T021 MX	Mexico	HEALTHYTRK	254,157	9/5/1996	Class 28	251,110	4/27/1997	Icon IP, Inc.	
T027 MX	Mexico	CADENCE	212854	11/9/1997	Class 28	266,888	11/15/1997	Icon IP, Inc.	
T026 MX	Mexico	N NORADTRACK & DESIGN	236344		Class 29	236,344	10/28/2004	Icon IP, Inc.	
T026 MX	Mexico	N NORADTRACK & DESIGN		1/7/2004	Class 5	236,370	3/9/2004	Icon IP, Inc.	
T050 MX1	Mexico	NORADTRACK	236333	1/7/2004	Class 5	236,959	3/12/2004	Icon IP, Inc.	
T020 MX	Mexico	NORADTRACK	236332	1/7/2004	Class 5	234,987	3/15/2004	Icon IP, Inc.	
T026 MX1	Mexico	N NORADTRACK & DESIGN	236340	1/7/2004	Class 5	237,708	3/30/2004	Icon IP, Inc.	
T050 MX2	Mexico	NORADTRACK	236334	1/7/2004	Class 9	238,468	4/6/2004	Icon IP, Inc.	
T054 MX3	Mexico	N NORADTRACK & DESIGN	236341	1/7/2004	Class 28	239,178	4/14/2004	Icon IP, Inc.	
T001 MX1	Mexico	5 STAR DESIGN	236332	Filed 1/7/2004	Class 9	238,616	5/28/2004	Icon IP, Inc.	
T021 MX	Mexico	CROSSBAR	236,246	1/7/2004	Class 28	233,377	5/28/2004	Icon IP, Inc.	
T029 MX4	Mexico	NORADTRACK	236336	1/7/2004	Class 29	233,866	9/27/2004	Icon IP, Inc.	
T050 MX5	Mexico	NORADTRACK	236338	1/7/2004	Class 30	233,167	9/27/2004	Icon IP, Inc.	
T050 MX3	Mexico	NORADTRACK	236335	1/7/2004	Class 15	233,296	9/28/2004	Icon IP, Inc.	
T038 MX1	Mexico	PROFORM	236340	1/7/2004	Class 5	234,886	10/8/2004	Icon IP, Inc.	
T038 MX3	Mexico	PROFORM	236351	1/7/2004	Class 29	235,815	10/29/2004	Icon IP, Inc.	
T026 MX2	Mexico	N NORADTRACK & DESIGN	236341	1/7/2004	Class 25	237,519	10/28/2004	Icon IP, Inc.	
T014 MX	Mexico	CROSS BOW	236,347	1/7/2004	Class 28	138,166	10/29/2004	Icon IP, Inc.	
T038 MX2	Mexico	PROFORM	236350	1/7/2004	Class 25	262,118		Icon IP, Inc.	
T028 MX	Mexico	M Logo	236,320	1/7/2004	Class 28, 19	266,277	1/29/2005	Icon IP, Inc.	
T001 MX	Mexico	5 STAR DESIGN	236,322	Filed 1/7/2004	Class 5	267,970	6/24/2005	Icon IP, Inc.	
T025 MX2	Mexico	DFT	236,317	1/7/2004	Class 28	228,513	4/11/2006	Icon IP, Inc.	
T025 MX3	Mexico	DFT	236,330	1/7/2004	Class 41	228,514	1/7/2004	Icon IP, Inc.	
T007 MX	Mexico	CABLE CROSS	236,319	1/7/2004	Class 28	204,847	7/25/2007	FREE MOTION FITNESS, INC.	
T003 MX	Mexico	CROSS TRAINER	236,365	1/2/1995	Class 28	203,285	8/10/1995	Icon IP, Inc.	
T027 MA	Mexico	CADENCE	22,24	5/16/1997	Class 28	22,24	5/16/1997	Icon IP, Inc.	
T027 MA	Mexico	WISLO	22,241	5/16/1997	Class 28	22,241	5/16/1997	Icon IP, Inc.	
T027 MA	Mexico	PROFORM	22,242	5/16/1997	Class 28	22,242	5/16/1997	Icon IP, Inc.	
T012 MA	Mexico	CROSS WALK	22,243	5/16/1997	Class 28	22,243	5/16/1997	Icon IP, Inc.	
T049 MA	Mexico	NORADTRACK	22,244	5/16/1997	Class 28	22,244	5/16/1997	Icon IP, Inc.	
T021 MA	Mexico	HEALTHYTRK	22,245	5/16/1997	Class 28	22,245	5/16/1997	Icon IP, Inc.	
T028 MA	Mexico	CADENCE	22,246	5/16/1997	Class 28	22,246	5/16/1997	Icon IP, Inc.	
T028 MA	Mexico	IMAGE	22,247	5/16/1997	Class 28	22,247	5/16/1997	Icon IP, Inc.	
T027 NZ	New Zealand	PROFORM	163,434	5/22/1998	Class 28	128,199	5/22/1998	Icon IP, Inc.	
T047 NZ	New Zealand	WISLO	237,547	5/27/1996	Class 28	237,547	6/14/1994	Icon IP, Inc.	
T027 NZ	New Zealand	CADENCE	277,480	5/29/1997	Class 28	277,480	5/29/1997	Icon IP, Inc.	
T013 NZ	New Zealand	CROSS WALK	277,481	5/29/1997	Class 28	277,481	5/29/1997	Icon IP, Inc.	
T021 NZ	New Zealand	HEALTHYTRK	277,482	5/29/1997	Class 28	277,482	5/29/1997	Icon IP, Inc.	
T028 NZ	New Zealand	CARDIOKICKER	277,483	5/29/1997	Class 28	277,483	5/29/1997	Icon IP, Inc.	
T048 NZ	New Zealand	NORADTRACK	304,451	1/7/1999	Class 28	304,451	1/7/1999	Icon IP, Inc.	
T029 NI	Nicaragua	IMAGE	97-014571	6/24/1997	Class 28	26,174	1/24/1999	Icon IP, Inc.	
T027 NI	Nicaragua	WISLO	97-014572	6/24/1997	Class 28	20,794	8/28/2001	Icon IP, Inc.	
T027 NI	Nicaragua	PROFORM	97-014573	6/24/1997	Class 28	20,749	8/28/2001	Icon IP, Inc.	
T048 NI	Nicaragua	NORADTRACK			Class 28	20,529	3/12/2004	Icon IP, Inc.	
T027 NO	Norway	WISLO	243,226	6/14/1994	Class 28	168,542	6/22/1995	Icon IP, Inc.	
T027 NO	Norway	PROFORM	243,227	6/14/1994	Class 28	168,543	6/22/1995	Icon IP, Inc.	
T028 NO	Norway	CROSS TRAINER	243,228	6/14/1994	Class 28	171,421	9/7/1994	Icon IP, Inc.	
T013 NO	Norway	CROSS WALK	243,229	1/24/1995	Class 28	174,262	6/28/1994	Icon IP, Inc.	
T028 NO	Norway	WISLO	11928120	10/21/1995	Class 28	172,172	1/16/1997	Icon IP, Inc.	
T041 NO	Norway	DESIGN (Standing Desk Model)	971,397	12/5/1995	Class 28	179,242	1/15/1997	Icon IP, Inc.	
T026 NO	Norway	CADENCE	971,4225	5/29/1997	Class 28	192,728	12/11/1997	Icon IP, Inc.	
T021 NO	Norway	HEALTHYTRK	971,4226	5/29/1997	Class 28	192,729	1/27/1998	Icon IP, Inc.	
T048 NO	Norway	NORADTRACK	199981706	2/18/1999	Class 28	203,879	7/22/2000	Icon IP, Inc.	
T028 PA	Panama	IMAGE	27330	5/14/1997	Class 28	27330	2/11/1997	Icon IP, Inc.	
T028 PA	Panama	NORADTRACK	28265	5/18/1999	Class 28	28265	2/18/1999	Icon IP, Inc.	
T028 PY	Paraguay	NORADTRACK	1402	1/3/1999	Class 28	117,215	8/9/1999	Icon IP, Inc.	
T027 PY	Paraguay	PROFORM	2673	4/14/1997	Class 28	322,619	5/18/1994	Icon IP, Inc.	
T029 PY	Paraguay	IMAGE	224,44	4/14/1997	Class 28	322,622	2/24/1998	Icon IP, Inc.	
T026 PE	Peru	CADENCE	26725	4/13/1997	Class 28	273,16	10/15/1997	Icon IP, Inc.	
T027 PE	Peru	WISLO	26726	4/13/1997	Class 28	273,17	10/15/1997	Icon IP, Inc.	
T027 PE	Peru	CADENCE	26724	4/13/1997	Class 28	273,18	10/15/1997	Icon IP, Inc.	
T029 PE	Peru	IMAGE	26727	4/13/1997	Class 28	273,19	10/15/1997	Icon IP, Inc.	
T013 PE	Peru	CROSS WALK	26728	4/13/1997	Class 28	262,61	8/18/1997	Icon IP, Inc.	
T021 PE	Peru	HEALTHYTRK	26729	4/13/1997	Class 28	262,62	8/18/1997	Icon IP, Inc.	
T027 PE	Peru	PROFORM	26730	4/13/1997	Class 28	412,53	10/14/1997	Icon IP, Inc.	
T048 PE	Peru	NORADTRACK	28,206	2/9/1999	Class 28	245,58	4/23/1999	Icon IP, Inc.	
T045 PH	Philippines	WISLO			Class 28	28,435	6/16/1994	Icon IP, Inc.	
T048 PH	Philippines	NORADTRACK	10724	4/9/1994	Class 28	44,996-108913	10/29/2000	Icon IP, Inc.	
T029 PL	Poland	IMAGE Design	73139	5/28/1991	Class 28	73139	5/29/1991	Polowich & Krynem, Icon IP, Inc.	
T013 PL	Poland	CROSS WALK	2-172789	4/23/1997	Class 28	120,519	1/14/2000	Icon IP, Inc.	
T027 PL	Poland	HEALTHYTRK	2-172790	4/23/1997	Class 28	120,520	1/14/2000	Icon IP, Inc.	
T027 PL	Poland	PROFORM	2-172792	4/23/1997	Class 28	120,520	1/14/2000	Icon IP, Inc.	
T027 PL	Poland	WISLO	2-172786	4/23/1997	Class 28	120,521	1/14/2000	Icon IP, Inc.	
T026 PL	Poland	CADENCE	2-172788	4/23/1997	Class 28	120,522	1/14/2000	Icon IP, Inc.	
T048 PL	Poland	NORADTRACK	2-172794	2/9/1999	Class 28	136,220	5/26/2002	Icon IP, Inc.	
T029 PL	Poland	IMAGE	2-172791	4/23/1997	Class 28	136,229	7/20/2002	Icon IP, Inc.	
T026 PT	Portugal	CADENCE	324,542	6/23/1997	Class 28	324,548	1/6/1998	Icon IP, Inc.	
T011 PT	Portugal	HEALTHYTRK	324,570	6/23/1997	Class 28	324,57	1/6/1998	Icon IP, Inc.	
T048 PT	Portugal	WISLO SPORT			Class 28	139,923	6/16/1992	Icon IP, Inc.	

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T046 TT.1	Portugal	FREDERIK BANTONJA	299928	2/17/2002	Class 28	299,928	6/16/2002	Icon Health & Fitness, Inc.
T047 TT	Portugal	PROFORM	311866	8/3/1995	Class 28	311,866	9/9/1995	Icon IP, Inc.
T047 TT	Portugal	CADENCE	315743	11/16/1995	Class 28	315,743	9/9/1996	Icon IP, Inc.
T041 TT	Portugal	DIBSON (Shocking Stick Item)	314388	12/29/1995	Class 28	314,388	9/13/1996	Icon IP, Inc.
T048 TT	Portugal	CROSS WALK	324569	5/23/1997	Class 28	324,569	10/7/1998	Icon IP, Inc.
T049 TT	Portugal	IMAGE	324571	5/23/1997	Class 28	324,571	10/7/1998	Icon IP, Inc.
T049 RO	Portugal	IMADR	243287	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T07 RO	Portugal	PROFORM	43530	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T07 RO	Portugal	WISLO	43530	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T07 RO	Portugal	CADENCE	43530	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T094 RO	Portugal	CARDIO	43291	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T013 RO	Portugal	CROSS WALK	43292	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T013 RO	Portugal	HEALTHRIDER	43293	4/23/1997	Class 28	288,94	4/23/1997	Icon IP, Inc.
T048 RO	Portugal	NORDICTRACK	53281	2/3/1999	Class 28	375,41	2/1/1999	Icon IP, Inc.
T013 RU	Russia	CROSS WALK	97712095	10/27/1995	Class 28	148,372	10/27/1995	Icon IP, Inc.
T017 RU	Russia	WISLO	97712100	10/27/1995	Class 28	148,372	10/27/1995	Wanda Inc.
T018 RU	Russia	CARDIOCORE	97712102	10/27/1995	Class 28	148,372	10/27/1995	Icon IP, Inc.
T017 RU.1	Russia	PROFORM	95712088	10/27/1995	Class 28	148,372	10/27/1995	Icon IP, Inc.
T017 RU	Russia	CADENCE	97712032	10/27/1995	Class 28	148,372	10/27/1995	Icon IP, Inc.
T046 RU	Russia	WISLO	97712050	10/27/1995	Class 28	148,372	10/27/1995	Icon IP, Inc.
T041 RU	Russia	DIBSON (Shocking Stick Item)	97712063	12/7/1995	Class 28	150,093	2/17/1997	Icon Health & Fitness Inc.
T011 RU	Russia	HEALTHRIDER	96793050	3/12/1996	Class 28	156,111	8/1/1997	Icon IP, Inc.
T022 RU	Russia	PROFORM	97797293	5/28/1997	Class 28	177,420	9/16/1999	Icon IP, Inc.
T049 RU	Russia	NORDICTRACK	99793099	9/11/1999	Class 28, 28, 35, 37, 41	190,863	6/20/2006	Icon IP, Inc.
T049 SA	Small Appliance	NORDICTRACK	38312	3/13/1997	Class 28	451,93	8/11/1998	Icon IP, Inc.
T048 EG	Sierra Leone	NORDICTRACK	1016293	10/24/1995	Class 28	199,901,629	10/29/1995	Icon IP, Inc.
T048 ZA	South Africa	NORDICTRACK	9261081	3/27/1999	Class 28	199,901,629	4/20/2002	Icon IP, Inc.
T021 ZA	South Africa	CADENCE	9706342	4/28/1997	Class 28	9706342	4/28/1997	Icon IP, Inc.
T094 ZA	South Africa	CARDIO	9706343	4/28/1997	Class 28	9706343	4/28/1997	Icon IP, Inc.
T013 ZA	South Africa	CROSS WALK	9706344	4/28/1997	Class 28	9706344	4/28/1997	Icon IP, Inc.
T013 ZA	South Africa	HEALTHRIDER	9706345	4/28/1997	Class 28	9706345	4/28/1997	Icon IP, Inc.
T029 ZA	South Africa	IMAGE	9706346	4/28/1997	Class 28	9706346	11/4/2000	Icon IP, Inc.
T027 ZA	South Africa	PROFORM	9706347	4/28/1997	Class 28	9706347	4/28/2002	Icon IP, Inc.
T047 ZA	South Africa	WISLO	9706348	4/28/1997	Class 28	9706348	4/28/1997	Icon IP, Inc.
T046 ZB	Spain	WEDDER SPORT & Design	647987	5/13/1991	Class 28	647,987	6/13/1991	Icon Health & Fitness Inc.
T087 BR	Spain	PROFORM	1712886	7/27/1992	Class 28	171,288	4/5/1994	Icon IP, Inc.
T047 BR	Spain	WISLO	1286543	6/24/1994	Class 28	128,654	6/2/1999	Icon IP, Inc.
T013 BR	Spain	CROSS WALK	1284539	1/30/1995	Class 28	128,453	8/13/1995	Icon IP, Inc.
T032 BR	Spain	JEER STYLE	1048389	2/8/1995	Class 28	1,048,389	2/8/1995	Icon IP, Inc.
T057 BR.1	Spain	PROFORM	199689	7/6/1995	Class 25	199,689	10/1/1996	Icon Health & Fitness Inc.
T027 BR	Spain	CADENCE	199481	3/18/1995	Class 28	199,481	5/12/1999	Icon IP, Inc.
T011 BR	Spain	HEALTHRIDER	1262378	12/15/1998	Class 28	1,262,378	12/15/1998	Icon IP, Inc.
T029 BR	Spain	HAL SYDNER	374365 M	11/10/1998	Class 28	374,365 M	11/10/1998	Icon IP, Inc.
T011 BR.1	Sweden	HEALTHRIDER & Design	93-02897	5/28/1998	Class 28	234,626	7/1/1999	Icon IP, Inc.
T021 SE	Sweden	HEALTHRIDER	93-02002	10/8/1993	Class 28	254,407	12/1/1994	Icon IP, Inc.
T029 SE	Sweden	IMAGE	94-07191	7/23/1994	Class 28	300,825	4/21/1995	Icon IP, Inc.
T013 SE	Sweden	CROSS WALK	95-00559	1/29/1995	Class 28	306,103	11/24/1995	Icon IP, Inc.
T032 SE	Sweden	JEER STYLE	95-00633	1/29/1995	Class 28	311,372	4/22/1996	Icon IP, Inc.
T027 SE	Sweden	CADENCE	95-12575	10/30/1995	Class 28	312,579	4/26/1996	Icon IP, Inc.
T029 SE	Sweden	CARDIOCORE	97-00823	9/17/1997	Class 28	332,873	9/9/1999	Icon IP, Inc.
T047 SE	Sweden	WISLO	94-06424	6/11/1994	Class 28	282,374	3/24/1995	Icon IP, Inc.
T066 SE	Sweden	WEDDER	95-12374	10/31/1995	Class 28	312,378	4/26/1996	Icon IP, Inc.
T041 SE	Sweden	DIBSON (Shocking Stick Item)	95-14126	12/7/1995	Class 28	317,233	9/29/1996	Icon IP, Inc.
T032 CH	Switzerland	JEER STYLE	4631995.1	7/23/1991	Class 28	463,199	1/24/1995	Icon IP, Inc.
T032 CH	Switzerland	IMAGE	47331994	7/23/1994	Class 28	473,399	7/19/1994	Icon IP, Inc.
T033 CH	Switzerland	CROSS WALK	38-482	1/28/1994	Class 28	434,517	1/18/1995	Icon IP, Inc.
T037 CH	Switzerland	PROFORM	49531994.6	8/27/1994	Class 28	495,393	8/27/1994	Icon IP, Inc.
T035 CH	Switzerland	PROFORM CROSS TRAINER	929471994.8	9/27/1994	Class 28	431,891	9/27/1994	Icon IP, Inc.
T041 CH	Switzerland	DIBSON (Shocking Stick Item)	432,413	12/5/1995	Class 28	432,413	12/5/1995	Icon IP, Inc.
T056 CH	Switzerland	WEDDER	11228/1995	10/27/1995	Class 28	431,894	10/27/1995	Icon IP, Inc.
T057 CH	Switzerland	CADENCE	433303	10/7/1995	Class 28	433,303	10/27/1995	Icon IP, Inc.
T036 CH	Switzerland	PROFORM	9691995.0	8/15/1995	Class 25	442,630	8/19/1995	Icon IP, Inc.
T038 CH	Switzerland	CARDIOCORE	444586	4/17/1997	Class 28	444,586	2/12/1997	Icon IP, Inc.
T041 CH	Switzerland	HEALTHRIDER	962551997	1/5/1997	Class 28	451,437	7/31/1997	Icon IP, Inc.
T047 CH	Switzerland	WISLO	4654	7/20/1994	Class 28	464,439 7/20/94	7/20/1994	Icon IP, Inc.
T048 CH	Switzerland	NORDICTRACK	818171999	3/30/1999	Class 28	464,544	9/1/1999	Icon IP, Inc.
T045 TW	Taiwan	WEDDER	70-19908		Class 28	176,138	4/1/1982	Icon IP, Inc.
T047 TW.1	Taiwan	WISLO	82041947	4/1/1985	Class 26	277,482	4/1/1985	Icon IP, Inc.
T057 TW	Taiwan	PROFORM	83041838	4/22/1994	Class 28	676,124	4/1/1995	Icon IP, Inc.
T008 TW	Taiwan	CROSS TRAINER	83676628	12/23/1994	Class 28	692,283	11/1/1995	Icon IP, Inc.
T013 TW	Taiwan	CROSS WALK	703118	12/17/1991	Class 28	703,118	12/16/1996	Icon IP, Inc.
T047 TW	Taiwan	WISLO	83041943	4/22/1994	Class 28	713,459	4/1/1996	Icon IP, Inc.
T01 TW	Taiwan	HEALTHRIDER & Design	94-044307	8/15/1993	Class 28	730,668	10/1/1996	Icon IP, Inc.
T057 TW	Taiwan	SPACE RANGER	9295479	7/14/2003	Class 28	1023,11	4/1/2004	Icon IP, Inc.
T01 TW.1	Taiwan	HEALTHRIDER			Class 28	1241874	12/16/2006	Icon IP, Inc.
T021 MAJ	Tanzania	HEALTHRIDER	12,021		Class 28	12,021	5/29/1997	Icon IP, Inc.
T027 MAJ	Tanzania	CADENCE	12,023	5/12/1997	Class 28	12,023	5/12/1997	Icon IP, Inc.
T029 MAJ	Tanzania	IMAGE	12,025	5/29/1997	Class 28	12,025	5/29/1997	Icon IP, Inc.
T096 MAJ	Tanzania	CARDIO	12,027	5/29/1997	Class 28	12,027	5/29/1997	Icon IP, Inc.
T013 MAJ	Tanzania	CROSS WALK	12,022	5/29/1997	Class 28	12,022	5/29/1997	Icon IP, Inc.
T047 MAJ	Tanzania	WISLO	12,024	5/29/1997	Class 28	12,024	5/29/1997	Icon IP, Inc.
T037 MAJ	Tanzania	PROFORM	12,026	5/29/1997	Class 28	12,026	5/29/1997	Icon IP, Inc.
T048 MAJ	Tanzania	NORDICTRACK	12,027	2/4/1997	Class 28	12,027	2/4/1999	Icon IP, Inc.

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T048 TH	Thailand	NORDCTRACK	36603	4/20/1999	Class 28	TM0072-48	4/20/1999	Icon IP, Inc.		
T021 UA	Ukraine	HEALTHRIDER	97051450/7	5/27/1997	Class 28	18320	11/15/1991	Icon IP, Inc.		
T015 UA	Ukraine	CROSS WALK	97051451/7	5/27/1997	Class 28	18321	2/15/2001	Icon IP, Inc.		
T067 UA	Ukraine	WBILO	97051452/7	5/27/1997	Class 28	18322	2/15/2001	Icon IP, Inc.		
T037 UA	Ukraine	PROPFORM	97051453/7	5/27/1997	Class 28	18323	2/15/2001	Icon IP, Inc.		
T036 UA	Ukraine	IMAGE	97 431454/7	5/27/1997	Class 28	18324	2/15/2001	Icon IP, Inc.		
T036 UA	Ukraine	CARIBO	97051455/7	5/27/1997	Class 28	18325	2/15/2001	Icon IP, Inc.		
T048 UA	Ukraine	NORDCTRACK	99030785	3/15/1999	Class 28, 25, and 44	25518	6/1/2003	Icon IP, Inc.		
T048 AH	United Arab Emirates	NORDCTRACK	23383	6/23/1997	Class 28	19111	1/4/1999	Icon IP, Inc.		
T047 GB	United Kingdom	WBILO	175354	6/10/1994	Class 28	1,575,354	6/10/1994	Icon IP, Inc.		
T049 GB	United Kingdom	IMAGE	1,577,358	7/12/1994	Class 28	1,577,358	7/12/1994	Icon IP, Inc.		
T015 GB	United Kingdom	CROSS WALK	200761	1/13/1995	Class 28	2,007,671	1/13/1995	Icon IP, Inc.		
T032 GB	United Kingdom	LIER STYLE	2,008,381	1/10/1995	Class 28	2008381	1/10/1995	Icon IP, Inc.		
T021 GB	United Kingdom	HEALTHRIDER	2019197	3/6/1995	Class 28	2,019,197	1/15/1996	Icon IP, Inc.		
T028 GB	United Kingdom	CARDMOOLE	2,023,601	6/12/1995	Class 28	2023601	6/12/2005	Icon IP, Inc.		
T037 GB	United Kingdom	PROPFORM	2,025,509	5/04/1996	Class 28	2,025,509	6/27/1995	Icon IP, Inc.		
T046 GB	United Kingdom	Passat	2042707	10/27/1995	Class 28	2042707	10/27/1995	Icon IP, Inc.		
T027 GB	United Kingdom	CALENCE	2042709	10/27/1995	Class 28	2042709	10/27/1995	Icon IP, Inc.		
T041 GB	United Kingdom	DISEEN (Shooting Back Sign)	2,047,443	12/4/1995	Class 28	2,047,443	11/4/1995	Icon IP, Inc.		
T037 GB.1	United Kingdom	PROPFORM	1267096	5/14/1996	Class 28	12,267,096	5/14/1996	Icon IP, Inc.		
T029 UY	Uruguay	IMAGE	294701	4/15/1997	Class 28	294701	7/16/1998	Icon IP, Inc.		
T047 UY	Uruguay	WBILO	294702	4/15/1997	Class 28	294702	7/16/1998	Icon IP, Inc.		
T037 UY	Uruguay	PROPFORM	294703	4/15/1997	Class 28	294703	7/16/1998	Icon IP, Inc.		
T048 UY	Uruguay	NORDCTRACK	310381	2/5/1998	Class 28	310,381	10/22/2001	Icon IP, Inc.		
T036 VR	Venezuela	CARIBO	909497	5/8/1997	Class 28	P-206376	7/11/1998	Icon IP, Inc.		
T021 VR	Venezuela	HEALTHRIDER	109297	5/8/1997	Class 28	P-206300	7/11/1998	Icon IP, Inc.		

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

Country	Trademark	Application No.	Filing Date	International 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	826235174	2/4/2004	Class 25	Icon IP, Inc.	
Brazil	N NORDICTRACK & DESIGN	826235352	2/4/2004	Class 3	Icon IP, Inc.	
Brazil	N NORDICTRACK & DESIGN	826235310	2/4/2004	Class 25	Icon IP, Inc.	
Canada	5 STAR DESIGN	1199976	Filed 12/19/2003	Class 5, 9, 16	Icon IP, Inc.	
Canada	PROFORM	1199980	12/19/2003	Classes 3, 5, 9 and 25	Icon IP, Inc.	
Canada	N NORDICTRACK & DESIGN	1199979	12/19/2003	Class 3, 5, 25, 28, 29, 30	Icon IP, Inc.	
Canada	FIT ELEMENTS	1282754	12/13/2005	Class 28	Icon IP, Inc.	
Canada	EPIC	1282753	12/13/2005	Class 28	Icon IP, Inc.	
China	IFIT	3971002	3/22/2004	Class 32	Icon IP, Inc.	
China	ICON	3747207	10/9/2003	Class 30	Icon IP, Inc.	
China	PROFORM	3971001	3/22/2004	Class 32	Icon IP, Inc.	
China	N NORDICTRACK & DESIGN	3791678	11/10/2003	Class 28	Icon IP, Inc.	
China	N NORDICTRACK & DESIGN	3791677	11/10/2003	Class 25	Icon IP, Inc.	
China	FIT ELEMENTS	5062017	12/15/2005	Class 28	Icon IP, Inc.	
China	EPIC	5062016	12/15/2005	Class 28	Icon IP, Inc.	
CT	NORDICTRACK	3614906	1/16/2004	Classes 3, 5, 9, 25, 29 & 30	Icon IP, Inc.	
CT	N NORDICTRACK	3618592	1/16/2004	Classes 3, 5, 25, 28, 29 and 30	Icon IP, Inc.	
CT	FIT EMOTION	2682557	5/3/2002	Classes 25 & 28	Icon IP, Inc.	
CT	FREE EMOTION	2683266	5/3/2002	Classes 25 & 28	Icon IP, Inc.	
Egypt	CROSS WALK	106,577	4/23/1997	Class 28	Icon IP, Inc.	
Egypt	IMAGE	106,572	4/23/1997	Class 28	Icon IP, Inc.	
Egypt	NORDICTRACK	108241	7/8/1997	Class 28	Icon IP, Inc.	
Egypt	CARDIO	106576	4/23/1997	Class 28	Icon IP, Inc.	
El Salvador	WESLO	1250/99	2/24/1999	Class 28	Icon IP, Inc.	
Iran	FREE MOTION	85061260	9/6/2006	Class 28	Icon IP, Inc.	
Japan	CROSS WALK (and Katakana translation)	2008 038521	5/20/2008	Class 28	Icon IP, Inc.	
Japan	PROFORM (and Katakana translation)	2008-17445	3/7/2008	Class 25	Icon IP, Inc.	

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

Japan	WEIDER (and Katakana translation)	2008 38520	5/20/2008	Class 28	Icon IP, Inc.	
Japan	BCOFIT (and Katakana translation)	2008-17448	3/7/2008	Class 25 and 28	Icon IP, Inc.	
IP	IFIT	3/3/2008	2008 15847	Class 25, 28, 41	Icon IP, Inc.	
JP	IFIT Japanese Translation	3/3/2008	2008 015848	Class 25, 28, 41	Icon IP, Inc.	
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 R	TP 31189	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	CADENCE	TP 31186	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	IMAGE	TP 31185	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	PROFORM	TP 31187	6/2/1997	Class 28	Icon IP, Inc.	
Nigeria	WESLO	TP 31190	6/13/1997	Class 28	Icon IP, Inc.	
Nigeria	NORDICTRACK	TP39325/99		Class 28	Icon IP, Inc.	
Nigeria	CARDIO	TP 31188	6/2/1997	Class 28	Icon IP, Inc.	
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.

DB1/65216691.5

TRADEMARK
REEL: 004275 FRAME: 0192

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

Registered Trade Name	Reg. No.	Class	Info
Reebok	75136880		Reebok International LTD & Reebok International Limited, & Reebok Sports Limited - Licensor; ICON Health & Fitness, Inc. - Licensee
Gold's Gym	74890373		Gold's Gym Merchandising, Inc. - Licensor; ICON Health & Fitness, Inc. - Licensee
Gold's Gym	74656423		Gold's Gym Merchandising, Inc. - Licensor; ICON Health & Fitness, Inc. - Licensee
Gold's Gym	73259566		Gold's Gym Merchandising, Inc. - Licensor; ICON Health & Fitness, Inc. - Licensee
Gold's Gym	73259889		Gold's Gym Merchandising, Inc. - Licensor; ICON Health & Fitness, Inc. - Licensee
Made for iPod	78688534		Apple, Inc. - Licensor; ICON Health & Fitness, Inc. - Licensee
Danskin Now	78443686		Studio IP Holdings LLC - Licensor; ICON Health & Fitness, Inc. - Licensee

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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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**TRADEMARK
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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.

WGM_TRAILER

TRADEMARK
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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.

TRADEMARK

REEL: 004275 FRAME: 0196

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

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

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

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

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

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

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

{Remainder of page intentionally left blank}

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

ICON HEALTH & FITNESS, INC.

By: _____
Name:
Title:

FREE MOTION FITNESS, INC.

By: _____
Name:
Title:

HF HOLDINGS, INC.

By: _____
Name:
Title:

ICON INTERNATIONAL HOLDINGS, INC.

By: _____
Name:
Title:

ICON IP, INC.

By: _____
Name:
Title:

UNIVERSAL TECHNICAL SERVICES

By: _____
Name:
Title:

510152 N.B. LTD.

By: _____
Name:
Title:

ICON DU CANADA INC.

By: _____
Name:
Title:

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

COMMONWEALTH OR STATE OF)
) ss.
COUNTY OF)

On this the _____ day of August, 2010, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of _____ and that being duly authorized (s)he signed such instrument as a free act on behalf of _____.

Notary Public

[Seal]

My commission expires:

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

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

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

By: _____
Title:

DB163216691.5

**TRADEMARK
REEL: 004275 FRAME: 0200**

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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

DB1/65216691.5