

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Human Touch, LLC		09/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
Interactive Health Finance Corp.		09/21/2012	CORPORATION: DELAWARE
Interactive Health, Inc.		09/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue
Internal Address:	Suite 250
City:	Needham Heights
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1757606	ACUPAD
Registration Number:	3486175	ACUPOINT
Registration Number:	3901296	ACUTOUCH
Registration Number:	3244594	ACUVIBE
Registration Number:	4030012	BODY SPA
Registration Number:	3888235	CIRQLATION
Registration Number:	3955411	EASY SLEEVES
Registration Number:	2234888	EQUALIZER
Registration Number:	3747194	FEEL BETTER
Registration Number:	4003239	FEEL BETTER EVERYWHERE
Registration Number:	3891556	FIGURE-EIGHT

OP \$1090.00 1757606

Registration Number:	3891557	FIGURE-EIGHT TECHNOLOGY
Registration Number:	1395716	GET-A-WAY CHAIR
Registration Number:	2795079	HEALTHY FURNITURE
Registration Number:	3525646	HT
Registration Number:	3525652	HT HUMAN TOUCH
Registration Number:	3655179	HT HUMAN TOUCH
Registration Number:	3908272	HT HUMAN TOUCH
Registration Number:	3915199	HT HUMAN TOUCH IJOY
Registration Number:	4003169	HT-CONNECT
Registration Number:	3373936	HUMAN TOUCH
Registration Number:	3752733	HUMAN TOUCH IJOY BOARD
Registration Number:	3673657	HT HUMAN TOUCH IJOY RIDE
Registration Number:	2949635	IJOY
Registration Number:	3331120	IJOY BOARD LIVE. PLAY. RELAX.
Registration Number:	3353478	IJOY RIDE LIVE. PLAY. RELAX.
Registration Number:	3182844	IJOY LIVE. PLAY. RELAX.
Registration Number:	2361000	INTERACTIVE HEALTH
Registration Number:	3767882	HT
Registration Number:	3270508	OTTOMAN 2.0
Registration Number:	3263552	OTTOMAN 3.0
Registration Number:	3266697	OTTOMAN 3.5
Registration Number:	2250641	PERFECT CHAIR
Registration Number:	2713298	PERFECT CHAIR
Registration Number:	2655112	ROBOTIC MASSAGE
Registration Number:	3659528	ROBOTIC MASSAGE TECHNOLOGY
Registration Number:	3959344	SERENITY
Registration Number:	3747352	SOFSUEDE
Registration Number:	3721460	SWAN
Registration Number:	4023145	THERMOSTRETCH
Registration Number:	2673375	WARM AIR
Registration Number:	3797770	WHOLEBODY
Registration Number:	4053633	ZERO G

CORRESPONDENCE DATA

Fax Number: 6172484000

TRADEMARK
REEL: 004866 FRAME: 0241

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tadmin@choate.com
Correspondent Name: Elizabeth A. Walker
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010280.0009
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	09/24/2012

Total Attachments: 23

source=IP Security Agreement (Fully Executed)#page1.tif
source=IP Security Agreement (Fully Executed)#page2.tif
source=IP Security Agreement (Fully Executed)#page3.tif
source=IP Security Agreement (Fully Executed)#page4.tif
source=IP Security Agreement (Fully Executed)#page5.tif
source=IP Security Agreement (Fully Executed)#page6.tif
source=IP Security Agreement (Fully Executed)#page7.tif
source=IP Security Agreement (Fully Executed)#page8.tif
source=IP Security Agreement (Fully Executed)#page9.tif
source=IP Security Agreement (Fully Executed)#page10.tif
source=IP Security Agreement (Fully Executed)#page11.tif
source=IP Security Agreement (Fully Executed)#page12.tif
source=IP Security Agreement (Fully Executed)#page13.tif
source=IP Security Agreement (Fully Executed)#page14.tif
source=IP Security Agreement (Fully Executed)#page15.tif
source=IP Security Agreement (Fully Executed)#page16.tif
source=IP Security Agreement (Fully Executed)#page17.tif
source=IP Security Agreement (Fully Executed)#page18.tif
source=IP Security Agreement (Fully Executed)#page19.tif
source=IP Security Agreement (Fully Executed)#page20.tif
source=IP Security Agreement (Fully Executed)#page21.tif
source=IP Security Agreement (Fully Executed)#page22.tif
source=IP Security Agreement (Fully Executed)#page23.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2012, is entered into between Human Touch, LLC, a Delaware limited liability company ("Human Touch") and Interactive Health Finance Corp., a Delaware corporation ("IHFC" and, together with "Human Touch" are each, individually and collectively referred to herein as the "Borrower"), Interactive Health, Inc. ("Interactive Health" and, together with the Borrowers, the "Grantor") each having a business location at 3030 Walnut Avenue, Long Beach, CA, and Salus Capital Partners, LLC, a Delaware limited liability company with an address at 197 First Avenue, Suite 250, Needham Heights, MA 02494 (the "Lender" or "Secured Party") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower has entered into that certain Term Loan and Letter of Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement") with Lender;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions: Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, and Trademark Licenses (but excluding "off-the-shelf software").

"Patents" shall mean all patents, patent applications, letters patent, and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues,

extensions, continuations, and continuations-in-part of said letters patent including, without limitation, the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to manufacture, use, or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all issued or applied for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or applied for, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing; provided that Trademarks shall not be deemed to include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor (in the case of grants to the Grantor only to the extent a grant of security interest is permitted by such license) of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the security interest granted by the Grantor to the Secured Party under the Loan Agreement (the “Security Interest”), and as further security for the payment or performance in full of the Indebtedness (other than indemnification obligations and other obligations that by their nature survive the termination of this Agreement and the Loan Agreement), the Grantor hereby ratifies such Security Interest and grants to the Secured Party a continuing security interest, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuation of an Event of Default), in all of the present and future right, title, and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All renewals of any of the foregoing;
- (e) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(f) All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

(g) The right to sue for past, present, and future infringements and dilutions of any of the foregoing;

(h) All of the Grantor's rights corresponding to any of the foregoing throughout the world; and

(i) All proceeds of any of the foregoing;

Notwithstanding anything to the contrary contained in clauses (a) through (i) above, the security interest created by this Agreement shall not extend to, and the term "IP Collateral" shall not include, any Excluded Property (as defined in the Security Agreement)

3. Protection Of Intellectual Property By Grantor: Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Section 2 (collectively, the "Intellectual Property"), to the extent commercially reasonable:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the material Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way except if the effect thereof could not have a Material Adverse Effect on the Grantor's business. Grantor shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration that could have a Material Adverse Effect on the Grantor's business without the consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts that could have a Material Adverse Effect on the Grantor's business. The Grantor shall, at Grantor's sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations.

(d) At the Grantor's sole cost, expense, and risk, take any and all action, which the Grantor reasonably requires to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Grantor's Representations And Warranties: The Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct, and complete list of all registered Copyrights and applications for Copyrights and Copyright Licenses owned by the Grantor as of the date hereof, other

than non-exclusive “off the shelf” Copyright Licenses, all of which, to the best of Grantor’s knowledge, are subsisting, valid, and enforceable.

(b) **EXHIBIT B** is a true, correct, and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid, and enforceable.

(c) **EXHIBIT C** is a true, correct, and complete list of all registered and applications for Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which, to the best of Grantor’s knowledge, are subsisting, valid, and enforceable.

(d) Except as set forth in **EXHIBITS A, B, and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Secured Party.

(f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of Grantor’s business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantor shall have the duty to notify the Secured Party promptly of any such claim or infringement and the details thereof to the extent set forth in the Loan Agreement. To Grantor’s knowledge, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. To Grantor’s knowledge, no holding, decision, or judgment has been rendered by any governmental authority which would limit, cancel, or question the validity of or the Grantor’s rights in any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) The Grantor shall give the Secured Party written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:

(i) The Grantor’s obtaining rights from a third party to, and filing applications for registration of, any material Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property;

(ii) The Grantor’s becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor, which is material to its business;

(iii) The Grantor’s entering into any new material Licenses; and

(iv) The Grantor’s knowing or having reason to know, that any registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor’s ownership of, or the validity of, any material Intellectual Property or the Grantor’s right to register the same or to own and maintain the same.

(h) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not, to the best of Grantor's knowledge, contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of its property is bound.

5. Agreement Applies To Future Intellectual Property:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the request of the Secured Party, the Grantor shall execute, deliver, and have recorded any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark, License, and the goodwill and general intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office, or any similar office), and the Grantor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Secured Party to modify this Agreement, without the necessity of any Grantor's further approval or signature, by amending **EXHIBITS A, B, or C** to include any such additional property or rights described in Section 4(g), above, to the extent the Secured Party provides written notice to the Grantor of any such modification within five (5) Business Days of such modification.

6. Grantor's Rights To Enforce Intellectual Property: So long as an Event of Default shall not have occurred or be continuing, the Grantor shall have the exclusive right to sue for past, present, and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Secured Party with written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property; and

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

7. Secured Party's Actions To Protect Intellectual Property: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence of any Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Secured Party's own right in connection therewith. Upon a Responsible Officer obtaining knowledge of any claim of any material infringement by a third party of any of the Patents, Trademarks, or Copyrights in the United States, the Grantor shall notify the Secured Party promptly of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, such action as the Secured Party deems reasonably necessary. If Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Secured Party, the Secured Party may, upon notice to Grantor, but shall not be required to, itself take such action in the name of Grantor, and

Grantor hereby appoints the Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Indebtedness.

8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, which has not been waived in writing by Secured Party, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and is continuing and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantor at least ten (10) days prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and shall not have been expressly waived by Secured Party in writing, the Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default which shall have occurred and shall not have been expressly waived by Secured Party in writing, to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of the Indebtedness or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Indebtedness or by which any of the Indebtedness is secured or guaranteed, and to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

9. Secured Party As Attorney In Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Secured Party, the Grantor irrevocably constitutes and designates the Secured Party as such Grantor's attorney in fact:

- (i) To exercise any of the rights and powers referenced herein; and
- (ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, in actual bad faith, intentional misconduct or fraud.

10. Secured Party's Rights: Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: Grantor shall, at Grantor's sole expense, do, make, execute, and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to and reasonably required by the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York, or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as the Secured Party may deem appropriate. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement), or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Grantor as Grantor's lawful attorney and agent, with full power of substitution, to execute, deliver, record, and file on behalf of and in the name of Grantor such financing statements, assignments, pledges, and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Grantor at Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office. The Secured Party may include reference to Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with such Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantor shall hold the Secured Party harmless from any and all costs, damages, indebtedness, and expenses that may be incurred by the Secured Party (other than as a result of gross negligence, bad faith, willful misconduct, intentional misconduct or fraud of the Secured Party) in connection with the Secured Party's interest in the Patents

and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

12. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Indebtedness and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Indebtedness or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Indebtedness or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Copyrights, Patents and Trademarks from the security interest created hereby, and the Secured Party shall so release any Intellectual Property in accordance with the terms of the Loan Agreement; and, in the case of Copyrights, Patents or Trademarks the Grantor proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any such Copyright, Patent or Trademark so long as such Copyright, Patent or Trademark is no longer used by Grantor and is not material to the operations of Grantor, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party's consent will be required prior to any such release and abandonment.

14. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the collateral interest granted to the Secured Party, for the ratable benefit of the Secured Party, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

15. Miscellaneous:

(a) The Grantor shall hold the Secured Party harmless from any and all costs, damages, and expenses, including, but not limited to reasonable attorneys' fees, which may be incurred by the Secured Party or Grantor in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence, willful misconduct, intentional misconduct, or fraud of the Secured Party.

(b) Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the same) 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 Secured Party (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or the United States of America for the Southern District of New York, and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon any Grantor by mail at the address specified in the Loan Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. Terms used herein without definition which are defined in the Uniform Commercial Code as in effect in the State of New York have such defined meanings herein, unless the context otherwise indicates or requires.

(g) THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 15 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Secured Party, nor any representative, agent, or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents

to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 15.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax, email, or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by fax, email, or other electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) The Secured Party agrees to maintain the confidentiality of any confidential information supplied to it pursuant to this Agreement as and to the extent required by Section 9.10 of the Loan Agreement.

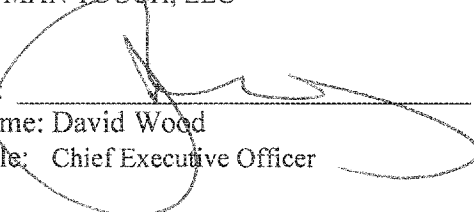
(j) Any discrepancy between this Agreement and the Loan Agreement shall be resolved in favor of the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

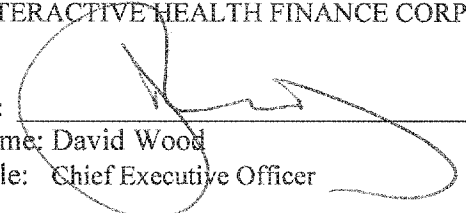
In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

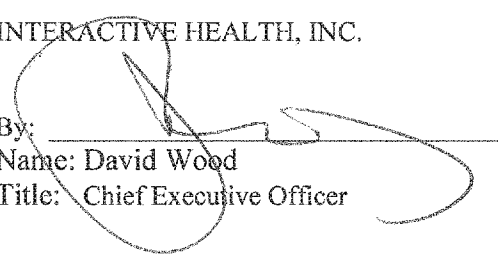
HUMAN TOUCH, LLC

By: 
Name: David Wood
Title: Chief Executive Officer

INTERACTIVE HEALTH FINANCE CORP.

By: 
Name: David Wood
Title: Chief Executive Officer

INTERACTIVE HEALTH, INC.

By: 
Name: David Wood
Title: Chief Executive Officer

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

In witness whereof, each of the undersigned has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

GRANTOR:

HUMAN TOUCH, LLC

By: _____
Name:
Title:

INTERACTIVE HEALTH FINANCE CORP.

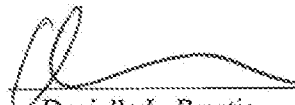
By: _____
Name:
Title:

INTERACTIVE HEALTH, INC.

By: _____
Name:
Title:

SECURED PARTY:

SALUS CAPITAL PARTNERS, LLC

By:  _____
Name: Danielle L. Prentis
Title: Vice President, Underwriting and
Portfolio Management

[Signature Page to Intellectual Property Security Agreement]

Exhibit A

None.

Exhibit B

See attached.

HUMAN TOUCH, LLC
SCHEDULE OF PATENTS

Title	Status	App/Pub Number	Country	Patent Number	Filing Date	Issue Date
FINGER MASSAGE APPARATUS	ISSUED	08/422879	United States of America	5601529	17-Apr-95	11-Feb-97
HAND-HELD MASSAGER	ISSUED	29/056385	United States of America	D383849	27-Jun-96	16-Sep-97
RECLINING CHAIR WITH GUIDE RAIL SYSTEM	ISSUED	08/751914	United States of America	5967609	18-Nov-96	19-Oct-99
RECLINING CHAIR WITH GUIDE RAIL SYSTEM	ISSUED	09/173932	United States of America	6012774	16-Oct-98	11-Jan-00
MASSAGING DEVICE FOR CHAIRS	ISSUED	10/045995	United States of America	7004916	19-Oct-01	28-Feb-06
AIR CONTROLLED MESSAGE SYSTEM	ISSUED	10/705412	United States of America	7226428	10-Nov-03	05-Jun-07
WITH MOTORIZED DRIVE MECHANISM	ISSUED	10/751031	United States of America	7207958	02-Jan-04	24-Apr-07
RECLINING CHAIR	ISSUED	29/205047	United States of America	D500608	07-May-04	11-Jan-05
LEGLESS RECLINING CHAIR	ISSUED	29/198480	United States of America	D498065	29-Jan-04	09-Nov-04
DESIGN: LEGLESS RECLINING CHAIR	ISSUED	29/204097	United States of America	D500212	23-Apr-04	28-Dec-04
DESIGN: LEGLESS RECLINING CHAIR	ISSUED	29/207647	United States of America	D500609	16-Jun-04	11-Jan-05
DESIGN: MESSAGE CHAIR	ISSUED	29/217394	United States of America	D508617	16-Nov-04	23-Aug-05
INTENSITY CONTROL FOR MESSAGE DEVICES	ISSUED	10/841073	United States of America	7604606	06-May-04	20-Oct-09
MASSAGE CHAIR (I-JOY MINI PLUS SIGN)	ISSUED	29/240062	United States of America	D539051	07-Oct-05	27-Mar-07
CALF AND FOOT MASSAGER	ISSUED	29/240163	United States of America	D535751	07-Oct-05	23-Jan-07
FOOTREST WITH INTEGRAL HEATER	ISSUED	11/178206	United States of America	7184655	07-Jul-05	27-Feb-07
MASSAGE CHAIR	ISSUED	508650	European Community	5086500003	05-Apr-06	05-Apr-06

HUMAN TOUCH, LLC
SCHEDULE OF PATENTS

Title	Status	App/Pub Number	Country	Patent Number	Filing Date	Issue Date
MASSAGE CHAIR	ISSUED	29/240165	United States of America	D536893	07-Oct-05	20-Feb-07
MASSAGE CHAIR	ISSUED	508650	European Community	5086500004	05-Apr-06	05-Apr-06
MASSAGE CHAIR	ISSUED	29/240167	United States of America	D536894	07-Oct-05	20-Feb-07
MASSAGE CHAIR	ISSUED	508650	European Community	5086500002	05-Apr-06	05-Apr-06
MASSAGE CHAIR	ISSUED	29/240162	United States of America	D536892	07-Oct-05	20-Feb-07
MASSAGE CHAIR	ISSUED	508650	European Community	5086500005	05-Apr-06	05-Apr-06
MASSAGE CHAIR	ISSUED	29/240168	United States of America	D538056	07-Oct-05	13-Mar-07
ELECTROMECHANICAL EXERCISE APPARATUS	ISSUED	29/240166	United States of America	D542867	07-Oct-05	15-May-07
CALF AND FOOT MASSAGER	ISSUED	29/240169	United States of America	D535402	07-Oct-05	16-Jan-07
TABLE	ISSUED	29/242125	United States of America	D545071	04-Nov-05	26-Jun-07
DESIGN: MASSAGE CHAIR	ISSUED	29/255126	United States of America	D537646	03-Mar-06	06-Mar-07
DESIGN: MASSAGE CHAIR	ISSUED	115338	Canada	115338	07-Apr-06	05-Nov-07
DESIGN: MASSAGE CHAIR	ISSUED	122017	Canada	122017	24-Aug-07	05-Nov-07
MASSAGE CHAIR	ISSUED	29/243417	United States of America	D537642	23-Nov-05	06-Mar-07
MASSAGE CHAIR	ISSUED	574918	European Community	574918	11-Aug-06	31-Oct-06
MASSAGE CHAIR	ISSUED	29/254964	United States of America	D537262	01-Mar-06	27-Feb-07
DESIGN: MASSAGE CHAIR	ISSUED	123288	Canada	123288	16-Nov-07	08-Jan-09
DESIGN: MASSAGE CHAIR	ISSUED	827449	European Community	827449-1	16-Nov-07	16-Nov-07
DESIGN: MASSAGE CHAIR	ISSUED	827449	European Community	827449-2	16-Nov-07	16-Nov-07
MASSAGE CHAIR	ISSUED	29/280186	United States of America	D574642	18-May-07	12-Aug-08
DESIGN: MASSAGE CHAIR	ISSUED	29/273042	United States of America	D557029	21-Feb-07	11-Dec-07
HAND-HELD MASSAGER	ISSUED	121908	Canada	121908	20-Aug-07	25-Nov-08

HUMAN TOUCH, LLC
SCHEDULE OF PATENTS

Title	Status	App/Pub Number	Country	Patent Number	Filing Date	Issue Date
HAND-HELD MASSAGER	ISSUED	29/272995	United States of America	D559992	21-Feb-07	15-Jan-08
DESIGN: MESSAGE PAD	ISSUED	810171	European Community	810171-1	17-Oct-07	17-Oct-07
MESSAGE CHAIR (HT-7450)	ISSUED	125368	Canada	125368	28-Mar-08	05-Dec-08
DESIGN: MESSAGE CHAIR (HT-7450)	ISSUED	902706	European Community	902705-0001	25-Mar-08	02-May-08
MESSAGE CHAIR (HT-7450)	ISSUED	29/295499	United States of America	D575069	28-Sep-07	19-Aug-08
MESSAGE CHAIR	ISSUED	122786	Canada	122786	19-Oct-07	14-Oct-08
MESSAGE CHAIR	ISSUED	810197	European Community	810197-1	17-Oct-07	17-Oct-07
MESSAGE CHAIR	ISSUED	810197	European Community	810197-2	17-Oct-07	17-Oct-07
MESSAGE CHAIR	ISSUED	29/280110	United States of America	D571110	16-May-07	17-Jun-08
DESIGN: MESSAGE CHAIR	ISSUED	29/317434	United States of America	D583582	29-Apr-08	30-Dec-08
DESIGN: MESSAGE CHAIR	ISSUED	1079909	European Community	1079909-0001	02-Feb-09	02-Feb-09
DESIGN: MESSAGE CHAIR	ISSUED	1079909	European Community	1079909-0002	02-Feb-09	02-Feb-09
DESIGN: MESSAGE CHAIR	ISSUED	29/322249	United States of America	D586138	31-Jul-08	10-Feb-09
DESIGN: MESSAGE CHAIR	ISSUED	129510	Canada	129510	02-Feb-09	08-Oct-09
DESIGN: MESSAGE CHAIR	ISSUED	1079511	European Community	1079511-0001	02-Feb-09	02-Feb-09
DESIGN: MESSAGE CHAIR	ISSUED	29/322362	United States of America	D591963	01-Aug-08	12-May-09
DESIGN: MESSAGE CHAIR	ISSUED	29/321799	United States of America	D597753	23-Jul-08	11-Aug-09
INTENSITY CONTROL FOR MASSAGE DEVICES	ISSUED	12/553909	United States of America	8021313	03-Sep-09	20-Sep-11
DESIGN: MESSAGE CHAIR	ISSUED	29/336886	United States of America	D604536	11-May-09	24-Nov-09
DESIGN: MESSAGE CHAIR	ISSUED	29/353107	United States of America	D627175	31-Dec-09	16-Nov-10

**HUMAN TOUCH, LLC
SCHEDULE OF PATENTS**

Title	Status	App/Pub Number	Country	Patent Number	Filing Date	Issue Date
DESIGN: MASSAGE CHAIR	ISSUED	29/403834	United States of America	D655931	11-Oct-11	20-Mar-12
DESIGN: MASSAGE CHAIR	PENDING	29/422904	United States of America		24-May-12	
DESIGN: MASSAGE CHAIR	PENDING	29/422903	United States of America		24-May-12	
TABLE ACCESSORY FOR A CHAIR	PENDING	13/306932	United States of America		29-Nov-11	
ARTICULATING CHAIR	PUBLISHED	US2005/008084	Patent Cooperation Treaty		11-Mar-05	
COMPREHENSIVE USER CONTROL SYSTEM FOR THERAPEUTIC WELLNESS DEVICES	PUBLISHED	12/876089	United States of America		03-Sep-10	
MODULAR MASSAGE CHAIR	PUBLISHED	13/084362	United States of America		11-Apr-11	

Exhibit C

See attached.

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

Trademark	Status	Application Number	Country	Registration Number	Owner
ACUPAD	Registered	74/216714	United States of America	1757606	HWE, Inc.
ACUPOINT	Registered	1255732	Canada	TMA718572	Human Touch, LLC
ACUPOINT	Registered	4415105	European Community	4415105	Interactive Health LLC
ACUPOINT	Registered	78/508696	United States of America	3486175	Human Touch, LLC
ACUTOUCH	Registered	77/714931	United States of America	3901296	Human Touch, LLC
ACUVIBE	Registered	78/917349	United States of America	3244594	Human Touch, LLC
BODY SPA	Registered	77/968891	United States of America	4030012	Human Touch, LLC
CIRQLATION	Registered	77/752418	United States of America	3888235	Human Touch, LLC
EASY SLEEVES	Registered	77/811642	United States of America	3955411	Human Touch, LLC
ENGINEERING THE ULTIMATE MASSAGE	Registered	6459952	European Community	6459952	Human Touch, LLC
EQUALIZER	Registered	75/216682	United States of America	2234888	Human Touch, LLC
FEEL BETTER	Registered	77/170425	United States of America	3747194	Human Touch, LLC
FEEL BETTER EVERYWHERE	Registered	77/903181	United States of America	4003239	Human Touch, LLC
FIGURE-EIGHT	Registered	77/762453	United States of America	3891556	Human Touch, LLC
FIGURE-EIGHT TECHNOLOGY	Registered	77/762468	United States of America	3891557	Human Touch, LLC
GET-A-WAY CHAIR	Registered	73/536628	United States of America	1395716	Human Touch, LLC
HEALTHY FURNITURE	Registered	75/548960	United States of America	2795079	Human Touch, LLC
HT	Registered	78/360430	United States of America	3525646	Human Touch, LLC
HT HUMAN TOUCH	Registered	1235277	Canada	TMA717657	Human Touch, LLC
HT HUMAN TOUCH	Registered	4093712	European Community	4093712	Interactive Health LLC
HT HUMAN TOUCH	Registered	78/413557	United States of America	3525652	Human Touch, LLC
HT HUMAN TOUCH (stylized) and design	Registered	1359226	Canada	794266	Human Touch, LLC
HT HUMAN TOUCH (stylized) and design	Registered	6184493	European Community	6184493	Human Touch, LLC
HT HUMAN TOUCH (stylized) and design	Registered	77/104294	United States of America	3655179	Human Touch, LLC
HT HUMAN TOUCH (stylized) and design	Registered	77/104292	United States of America	3908272	Human Touch, LLC
HT HUMAN TOUCH IJOY (stylized) and Design	Registered	77/980996	United States of America	3915199	Human Touch, LLC
HT-CONNECT	Registered	77/876914	United States of America	4003169	Human Touch, LLC
HTT	Registered	1051044	Canada	578609	Human Touch, LLC
HTT	Registered	1556786	European Community	1556786	Human Touch, LLC
HTT HUMAN TOUCH TECHNOLOGY	Registered	1051045	Canada	578449	Human Touch, LLC

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

Trademark	Status	Application Number	Country	Registration Number	Owner
HTT HUMAN TOUCH TECHNOLOGY	Registered	1556885	European Community	1556885	Human Touch, LLC
HTT HUMAN TOUCH TECHNOLOGY (stylized) and Design	Registered	1051046	Canada	578417	Human Touch, LLC
HUMAN TOUCH	Registered	1289312	Canada	TMA720155	Human Touch, LLC
HUMAN TOUCH	Registered	6448911	China (People's Republic)	6448911	Human Touch, LLC
HUMAN TOUCH	Registered	6448910	China (People's Republic)	6448910	Human Touch, LLC
HUMAN TOUCH	Registered	6448913	China (People's Republic)	6448913	Human Touch, LLC
HUMAN TOUCH	Registered	4889929	European Community	4889929	Interactive Health LLC
HUMAN TOUCH	Registered	904455	Mexico	1104059	Human Touch, LLC
HUMAN TOUCH	Registered	904453	Mexico	1093520	Human Touch, LLC
HUMAN TOUCH	Registered	904457	Mexico	1053581	Human Touch, LLC
HUMAN TOUCH	Registered	904450	Mexico	1053580	Human Touch, LLC
HUMAN TOUCH	Registered	78/690159	United States of America	3373936	Human Touch, LLC
HUMAN TOUCH IJOY BOARD (Stylized) and Design	Registered	77/295349	United States of America	3752733	Human Touch, LLC
HUMAN TOUCH IJOY RIDE (Stylized and design)	Registered	77/295315	United States of America	3673657	Human Touch, LLC
IJOY	Registered	1142081	Australia	1142081	Interactive Health LLC
IJOY	Registered	1185806	Canada	TMA706640	Human Touch, LLC
IJOY	Registered	3285781	European Community	3285781	Interactive Health LLC
IJOY	Registered	2006-97438	Japan	5083631	Interactive Health LLC
IJOY	Registered	78/148559	United States of America	2949635	Human Touch, LLC
IJOY BOARD LIVE. PLAY. RELAX (stylized)	Registered	4542651	European Community	4542651	Interactive Health LLC
IJOY BOARD LIVE. PLAY. RELAX (stylized)	Registered	78/648485	United States of America	3331120	Human Touch, LLC
IJOY OTTOMAN 3.5 LIVE. PLAY. RELAX. (sty	Registered	4542577	European Community	4542577	Interactive Health LLC
IJOY RIDE LIVE. PLAY. RELAX. (stylized)	Registered	4542601	European Community	4542601	Interactive Health LLC
IJOY RIDE LIVE. PLAY. RELAX. (stylized)	Registered	78/648500	United States of America	3353478	Human Touch, LLC

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

Trademark	Status	Application Number	Country	Registration Number	Owner
UJOY SOFTABLE LIVE. PLAY. RELAX. (stylized)	Registered	4542551	European Community	4542551	Interactive Health LLC
UJOY STRETCH LIVE. PLAY. RELAX. (stylize	Registered	4542635	European Community	4542635	Interactive Health LLC
UJOY VIBE LIVE. PLAY. RELAX. (stylized)	Registered	4542676	European Community	4542676	Interactive Health LLC
UJOY-LIVE.PLAY.RELAX. (stylized)	Registered	1281382	Canada	701665	Human Touch, LLC
UJOY-LIVE.PLAY.RELAX. (stylized)	Registered	4753935	European Community	4753935	Interactive Health LLC
UJOY-LIVE.PLAY.RELAX. (stylized)	Registered	78/640606	United States of America	3182844	Human Touch, LLC
INTERACTIVE HEALTH	Registered	468361	Japan	4310245	HWE, Inc.
INTERACTIVE HEALTH	Registered	75/216680	United States of America	2361000	Human Touch, LLC
logo mark (HT logo)	Registered	1370137	Canada	780872	Human Touch, LLC
logo mark (HT logo)	Registered	6353520	China (People's Republic)	6353520	Human Touch, LLC
logo mark (HT logo)	Registered	6353519	China (People's Republic)	6353519	Human Touch, LLC
logo mark (HT logo)	Registered	6353518	China (People's Republic)	6353518	Human Touch, LLC
Logo Mark (HT logo)	Registered	6361059	European Community	6361059	Human Touch, LLC
logo mark (HT logo)	Registered	77/170435	United States of America	3767882	Human Touch, LLC
MASSAGE/COMFORT NUMBER	Registered	5243795	European Community	5243795	Human Touch, LLC
OTTOMAN 2.0	Registered	1289310	Canada	TMA733623	Human Touch, LLC
OTTOMAN 2.0	Registered	4889572	European Community	4889572	Interactive Health LLC
OTTOMAN 2.0	Registered	78/690143	United States of America	3270508	Human Touch, LLC
OTTOMAN 3.0	Registered	1289309	Canada	TMA733626	Human Touch, LLC
OTTOMAN 3.0	Registered	4889648	European Community	4889648	Interactive Health LLC
OTTOMAN 3.0	Registered	78/690153	United States of America	3263552	Human Touch, LLC

HUMAN TOUCH, LLC
SCHEDULE OF TRADEMARKS

Trademark	Status	Application Number	Country	Registration Number	Owner
OTTOMAN 3.5	Registered	1289311	Canada	TMA733625	Human Touch, LLC
OTTOMAN 3.5	Registered	4889663	European Community	4889663	Interactive Health LLC
OTTOMAN 3.5	Registered	78/690156	United States of America	3266697	Human Touch, LLC
PERFECT CHAIR	Registered	75/216683	United States of America	2250641	Human Touch, LLC
PERFECT CHAIR	Registered	76/420923	United States of America	2713298	Human Touch, LLC
ROBOTIC MASSAGE	Registered	75/942553	United States of America	2655112	Human Touch, LLC
ROBOTIC MASSAGE TECHNOLOGY	Registered	77/167011	United States of America	3659528	Human Touch, LLC
SERENITY	Registered	77/960501	United States of America	3959344	Human Touch, LLC
SOPSUEDE	Registered	77/403296	United States of America	3747352	Human Touch, LLC
SWAN	Registered	77/713360	United States of America	3721460	Human Touch, LLC
THERMOSTRETCH	Registered	77/653967	United States of America	4023145	Human Touch, LLC
WARM AIR	Registered	2001143739	China (People's Republic)	2022869	Interactive Health LLC
WARM AIR	Registered	200172935	Japan	4636738	Interactive Health LLC
WARM AIR	Registered	76/210184	United States of America	2673375	Human Touch, LLC
WARM AIR TECHNOLOGY	Registered	2001144741	China (People's Republic)	1997496	Interactive Health LLC
WHOLEBODY	Registered	77/657921	United States of America	3797770	Human Touch, LLC
ZERO-G	Registered	77/960506	United States of America	4053633	Human Touch, LLC
HUMAN TOUCH	Published	829520457	Brazil		Human Touch, LLC
HUMAN TOUCH	Published	829520465	Brazil		Human Touch, LLC
HUMAN TOUCH	Published	829520503	Brazil		Human Touch, LLC
HUMAN TOUCH	Published	829520481	Brazil		Human Touch, LLC
HUMAN TOUCH	Pending	6448912	China (People's Republic)		Human Touch, LLC
IJOY	Pending	5677060	China (People's Republic)		Interactive Health LLC