

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
Core Fitness, LLC		12/14/2012	LIMITED LIABILITY COMPANY: NEVADA
Core Health & Fitness, LLC		12/14/2012	LIMITED LIABILITY COMPANY: NEVADA
Core Industries LLC		12/01/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	DCC/500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	85449354	CLIMBMILL
Registration Number:	3624450	CORE FITNESS
Registration Number:	1759200	FREECLIMBER
Serial Number:	77111790	FREERUNNER
Registration Number:	2769580	S
Registration Number:	3873327	S
Registration Number:	1825273	STAIRMASTER
Registration Number:	1843743	STEPMILL
Registration Number:	1355639	STAIRMASTER
Serial Number:	85449349	STAIRMILL
Registration Number:	4132368	TWISTLOCK

**TRADEMARK**

Registration Number:	3298875	AUTO PILOT
Registration Number:	3786247	DESIGNED TO INSPIRE
Registration Number:	3416552	DYNAMIC HEART RATE CONTROL
Registration Number:	2429242	DYNAMIC HEART RATE CONTROL
Registration Number:	3722877	EXPECT DIFFERENT
Registration Number:	3326216	FAMOUS STEPS
Registration Number:	3803579	FIT STARTS WITH YOU
Registration Number:	2976879	GOING THE EXTRA MILE
Registration Number:	3680717	HOT BAR
Registration Number:	3522666	HUMANSPOUT
Registration Number:	3124926	IGNITE
Registration Number:	3473948	IMPACT STRENGTH
Registration Number:	4102648	INSPIRATION STRENGTH
Registration Number:	3403335	INSTINCT
Registration Number:	3521409	INSTINCT CIRCUIT PROGRAM
Registration Number:	2929249	IPULSE
Registration Number:	2467955	LEVERAGE
Registration Number:	3613238	SELECTFIT
Registration Number:	2725242	SOFT TRAC
Registration Number:	3415794	SOFT TRAC
Registration Number:	1618917	STAR TRAC
Registration Number:	2409352	STAR TRAC
Registration Number:	2848300	STAR TRAC
Registration Number:	4139575	STAR TRAC COACH
Registration Number:	3525911	STAR TRAC HUMANSPOUT
Registration Number:	3522654	STAR TRAC INSTINCT
Registration Number:	3269201	STAR TRAC STRENGTH

**CORRESPONDENCE DATA**

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

**TRADEMARK**

**REEL: 005006 FRAME: 0731**

	610648
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/15/2013
<p>Total Attachments: 21</p> <p>source=4-15-13 Core Fitness-TM#page1.tif</p> <p>source=4-15-13 Core Fitness-TM#page2.tif</p> <p>source=4-15-13 Core Fitness-TM#page3.tif</p> <p>source=4-15-13 Core Fitness-TM#page4.tif</p> <p>source=4-15-13 Core Fitness-TM#page5.tif</p> <p>source=4-15-13 Core Fitness-TM#page6.tif</p> <p>source=4-15-13 Core Fitness-TM#page7.tif</p> <p>source=4-15-13 Core Fitness-TM#page8.tif</p> <p>source=4-15-13 Core Fitness-TM#page9.tif</p> <p>source=4-15-13 Core Fitness-TM#page10.tif</p> <p>source=4-15-13 Core Fitness-TM#page11.tif</p> <p>source=4-15-13 Core Fitness-TM#page12.tif</p> <p>source=4-15-13 Core Fitness-TM#page13.tif</p> <p>source=4-15-13 Core Fitness-TM#page14.tif</p> <p>source=4-15-13 Core Fitness-TM#page15.tif</p> <p>source=4-15-13 Core Fitness-TM#page16.tif</p> <p>source=4-15-13 Core Fitness-TM#page17.tif</p> <p>source=4-15-13 Core Fitness-TM#page18.tif</p> <p>source=4-15-13 Core Fitness-TM#page19.tif</p> <p>source=4-15-13 Core Fitness-TM#page20.tif</p> <p>source=4-15-13 Core Fitness-TM#page21.tif</p>	

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 14th day of December, 2012 by Core Health & Fitness, LLC, a Nevada limited liability company, Core Fitness, LLC, a Nevada limited liability company, and Core Industries LLC, a California limited liability company (collectively "Grantors" and each individually a "Grantor"), in favor of PNC Bank, National Association, in its capacity as administrative agent for the Lenders ("Administrative Agent").

### WITNESSETH

WHEREAS, Grantors (together Star Trac UK, Limited, a company organized under the laws of England & Wales with company number 03945058, and any other Person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower"), has entered into that certain Revolving Credit, Term Loan and Security Agreement dated the date hereof with the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), UPS Capital Corporation, a Delaware corporation, as foreign collateral agent for the Lenders ("Foreign Collateral Agent") and Administrative Agent (together with the Foreign Collateral Agent, collectively, the "Agents") (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Secured Obligations, each Grantor has granted to Administrative Agent, for the benefit of Lenders and any other holders of Secured Obligations, a security interest in substantially all of the assets of such Grantor including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations under the Loan Agreement, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders and any other holders of Secured Obligations, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any

reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Administrative Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**CORE HEALTH & FITNESS, LLC**

By:   
Dustin Grosz  
President and Chief Operating Officer

**CORE FITNESS, LLC**

By:   
Dustin Grosz  
President and Chief Operating Officer

**CORE INDUSTRIES LLC**


By:   
Dustin Grosz  
President and Chief Operating Officer

*Signature Page to Trademark and Patent Security Agreement*

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:

  
\_\_\_\_\_  
Gregory Hall  
Vice President

*Signature Page to Trademark and Patent Security Agreement*

TRADEMARK  
REEL: 005006 FRAME: 0736

**SCHEDULE 1**

**Trademarks**



Core Fitness Owned Trademarks

Title	Country	Status	Filing Date	Serial No	Issue Date	Reg. No.
CLIMBMILL	US	Allowed	10/17/2011	85449354	0000-00-00	
CORE FITNESS	US	Registered	6/5/2008	77491523	5/19/2009	3624450
FREELIMBER	US	Registered	8/27/1990	74091887	3/16/1993	1759200
FREERUNNER	US	Allowed	2/20/2007	77111790	0000-00-00	
Miscellaneous S Design	US	Registered	6/13/2000	76071082	9/30/2003	2769580
S (Stylized)	US	Registered	3/31/2010	85003759	11/9/2010	3873327
STAIRMASTER	US	Registered	3/22/1993	74373648	3/8/1994	1825273
STAIRMASTER	US	Registered	4/2/1992	74261848	7/5/1994	1843743
STAIRMASTER (stylized)	US	Registered	2/5/1985	73522377	8/20/1985	1355639
STAIRMILL	US	Allowed	10/17/2011	85449349	0000-00-00	
TWISTLOCK	US	Registered	3/22/2010	77965383	4/24/2012	4132368

074658.01856/95128843.v.1

Core Industries Owned Trademarks

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
AUTO PILOT	US	Registered	0000-00-00	78521313	9/25/2007	3298875
DESIGNED TO INSPIRE	US	Registered	9/20/2005	78717019	5/4/2010	3786247
DYNAMIC HEART RATE CONTROL	US	Registered	3/6/2007	76673719	4/29/2008	3416552
DYNAMIC HEART RATE CONTROL (Stylized)	US	Registered	3/18/1999	75662990	2/20/2001	2429242
EXPECT DIFFERENT	US	Registered	8/27/2007	77265447	12/8/2009	3722877
FAMOUS STEPS	US	Registered	0000-00-00	78536444	10/30/2007	3326216
FIT STARTS WITH YOU	US	Registered	8/21/2007	77261163	6/15/2010	3803579
GOING THE EXTRA MILE	US	Registered	3/6/2002	76379453	7/26/2005	2976879
HOT BAR	US	Registered	2/13/2008	77396446	9/8/2009	3680717
HUMANSPORT	US	Registered	6/7/2006	78902618	10/21/2008	3522666
IGNITE	US	Registered	4/15/2005	78610128	8/1/2006	3124926
IMPACT STRENGTH	US	Registered	6/5/2006	78900939	7/22/2008	3473948
INSPIRATION STRENGTH	US	Registered	12/7/2007	77357317	2/21/2012	4102848
INSTINCT	US	Registered	2/28/2006	78825769	3/25/2008	3403335
INSTINCT CIRCUIT PROGRAM	US	Registered	3/19/2007	77134516	10/21/2008	3521409
IPULSE	US	Registered	3/4/2002	76378320	3/1/2005	2929249
LEVERAGE	US	Registered	7/20/2000	76092421	7/10/2001	2467955
SELECTFIT	US	Registered	10/2/2007	77294536	4/28/2009	3613235
SOFT TRAC	US	Registered	2/28/2001	76220257	6/10/2003	2725242
SOFT TRAC	US	Registered	0000-00-00	78708217	4/22/2008	3415794
STAR TRAC	US	Registered	2/7/1990	74026530	10/23/1990	1618917
STAR TRAC	US	Registered	1/11/1999	75618118	11/28/2000	2409352
STAR TRAC (and Design)	US	Registered	3/5/2002	76378612	6/1/2004	2848300
STAR TRAC COACH	US	Registered	3/24/2010	77967738	5/8/2012	4139575
STAR TRAC HUMANSPORT	US	Registered	6/7/2006	78902636	10/28/2008	3525911
STAR TRAC INSTINCT	US	Registered	5/23/2006	78890459	10/21/2008	3522654
STAR TRAC STRENGTH	US	Registered	10/15/2004	78500562	7/24/2007	3269201

**SCHEDULE 1 CONT'D**

**Patents**

**INTELLECTUAL PROPERTY**

**Core Fitness Owned Patents**

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Stair Stepping Apparatus	US	Issued	1/19/1993	08/006,362	12/20/1994	5374227

**Core Industries Owned Patents**

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Apparatus, System, And Method For Cycle Improvements	US	Pending	3/15/2011	13048860.00	0000-00-00	
Apparatus, System, And Method For Generating Power For Exercise Equipment	US	Pending	3/12/2012	13418284.00	0000-00-00	
Apparatus, System, And Method For Providing Resistance In A Dual Tread Treadmill	US	Pending	3/12/2012		0000-00-00	
Articulating Linkage Exercise Machine	US	Issued	7/29/2005	11192977.00	3/2/2010	7670266
Automatic Safety Shut-Off Switch For Exercise Equipment	US	Issued	11/19/1999	9444276.00	6/10/2003	6575878
Automatic Safety Shut-Off Switch For Exercise Equipment	US	Issued	4/22/2003	10420990.00	2/14/2006	6997855
Chain Guard Arrangement For Spinning Bikes	US	Issued	7/1/2004	10882652.00	6/9/2009	7544154
Control Circuit Using Toggled Activation To Reduce Inrush Currents	US	Issued	11/19/2002	10299648.00	8/8/2006	7085995
Control Circuit Using Toggled Activation To Reduce Inrush Currents	US	Issued	8/8/2006	11500582.00	1/27/2009	7481744
Cooling System For Exercise Machine	US	Issued	11/19/2002	10299627.00	4/12/2005	6878099
Deep Stride Exercise Machine	US	Issued	4/26/2000	9559167.00	4/22/2003	6551218

074658.01856/95128843.v.1

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Elliptical Exercise Device And Arm Linkage	US	Issued	6/18/2002	10173775.00	4/11/2006	7025710
Elliptical Exercise Machine	US	Issued	7/18/2006	11458338.00	2/23/2010	7666122
Epicyclic Gear Exercise Device	US	Issued	12/7/1999	9456743.00	2/3/2004	6685598
Epicyclic Gear Exercise Device	US	Issued	11/24/2003	10720634.00	1/16/2007	7163491
Exercise And Therapeutic Trainer	US	Issued	10/22/2001	10028451.00	6/21/2005	6908416
Exercise And Therapeutic Trainer	US	Issued	6/16/2005	11154850.00	9/11/2007	7267637
Exercise Display And Holder	US	Issued	4/27/1998	29087107.00	4/6/1999	D407771
Exercise Display Panel	US	Issued	10/21/1997	29078206.00	8/15/2000	D429509
Exercise Display Panel	US	Issued	6/29/1999	29107182.00	4/23/2002	D456053
Exercise Equipment With Universal Pda Cradle	US	Issued	10/31/2003	10698236.00	11/17/2009	7618345
Exercise Machine Including Weight Measurement System	US	Issued	12/5/2002	10313097.00	7/4/2006	7070542
Exercise Machine Including Weight Measurement System	US	Issued	6/30/2006	11479448.00	10/14/2008	7435205
Exercise Machine Including Weight Measurement System	US	Issued	10/9/2008	12248861.00	11/23/2010	7837597
Exercise Machine Using Heart Rate Control For Cardiopulmonary Interval Training	US	Issued	5/6/1996	8643745.00	9/8/1998	5803870
Exercise Machine With A Stride Multiplier	US	Issued	2/12/1999	9249189.00	2/6/2001	6183398
Exercise Trainer With Interconnected Grounded Movement	US	Issued	12/19/2000	9740445.00	6/10/2003	6575877
Exercise Treadmill Expansion Control System	US	Issued	12/21/1999	9468966.00	7/9/2002	6416443
Heart Rate Calculation For Users Of Exercise Machines	US	Expired	4/2/1992	7861949.00	6/28/1994	5323784
Heart Rate Interval Control For Cardiopulmonary Interval Training	US	Issued	8/25/1997	8920223.00	3/9/1999	5879270
Instructional Displays And Methods For Exercise Machine	US	Pending	12/20/2010	12973691.00	0000-00-00	
Linkage Based Exercise Machine	US	Issued	3/29/2006	11392371.00	6/9/2009	7544152
Load Variance System And Method For Exercise Machine	US	Issued	11/30/2004	11000509.00	9/8/2009	7585251
Maintenance Facilitating Exercise Machine Console	US	Issued	11/19/2002	10299625.00	2/20/2007	7179202

074658.01856/95128843.v.1

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Power Controlled Exercise Machine And Method For Controlling The Same	US	Issued	5/25/1994	8249248.00	5/2/2000	6056670
Power Controlled Exercise Machine And Method For Controlling The Same	US	Issued	2/27/1996	8607822.00	1/23/2001	6176813
Recumbent Bicycle	US	Issued	9/17/2003	29190275.00	2/14/2006	D515152
Recumbent Bicycle	US	Issued	8/30/2005	29237332.00	5/8/2007	D542365
Recumbent Bicycle	US	Issued	1/19/2004	10759539.00	6/15/2010	7736281
Spinning Bicycle	US	Issued	7/21/2005	29234753.00	11/14/2006	D532063
Stationary Cycle	US	Pending	3/12/2012	29415591.00	0000-00-00	
Stationary Cycle	US	Pending	3/12/2012	29415593.00	0000-00-00	
Supporting Chassis For A Treadmill System And Method For Electronically Controlling Resistance Of An Exercise Machine	US	Issued	8/15/1994	290149.00	8/6/1996	5542892
Tracking System For Promoting Health Fitness	US	Issued	6/8/2005	11148008.00	1/19/2010	7648446
Treadmill With Optical Positioning Sensing	US	Issued	4/3/1998	9055196.00	6/20/2000	6077193
Upright Bike	US	Issued	4/7/1998	9056403.00	10/24/2000	6135924
Upright Bike	US	Issued	5/10/2004	29205138.00	8/1/2006	D526031
Weight Plate With Detachable Locking Cartridge	US	Issued	5/9/2006	29246781.00	12/26/2006	D534226
Weight Plate With Externally Actuated Internal Locking Device	US	Issued	7/9/2008	12217743.00	11/1/2011	8047970
Weight Plate With Externally Actuated Internal Locking Device	US	Issued	6/16/2004	10868065.00	2/20/2007	7179208
Weight Plate With Externally Actuated Spring Loaded Internal Locking Device	US	Issued	2/8/2006	11349101.00	10/27/2009	7608021
Weight Stack Apparatus	US	Issued	10/22/2004	10970267.00	10/14/2008	7435206
Weight Plate With Externally Actuated Spring Loaded Internal Locking Device	US	Issued	4/8/2005	29227244.00	4/18/2006	D519173
Weight Plate With Externally Actuated Spring Loaded Internal Locking Device	WO	Pending	10/6/2008	PCT/US2008/011538	0000-00-00	

074658.01856/95128843v.1

## POWER OF ATTORNEY

CORE HEALTH & FITNESS, LLC, a Nevada limited liability company, CORE FITNESS, LLC, a Nevada limited liability company, and CORE INDUSTRIES LLC, a California limited liability company, (collectively, the "Grantors") and each individually a "Grantor"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Administrative Agent"), as administrative agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Administrative Agent, UPS Capital Corporation, as foreign collateral agent for the Lenders ("Foreign Collateral Agent"), the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") Star Trac UK, Limited, a limited company organized under the laws of England & Wales with company number 03945058, and Grantors, dated as of December 14, 2012 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Administrative Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Administrative Agent dated as of December 14, 2012 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement") and the Loan Agreement, including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Loan Agreement. Nothing herein contained shall obligate Administrative Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

**CORE HEALTH & FITNESS, LLC**

By:   
Dustin Grosz  
President and Chief Operating Officer

**CORE FITNESS, LLC**

By:   
Dustin Grosz  
President and Chief Operating Officer

**CORE INDUSTRIES LLC**

By:   
Dustin Grosz  
President and Chief Operating Officer

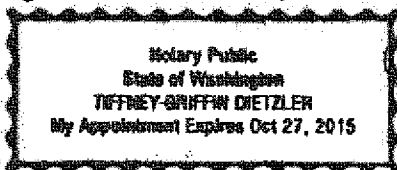
*Signature Page to Trademark and Patent Security Agreement (Power of Attorney)*



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Washington* : SS  
COUNTY OF *Clark* :

On this 23<sup>rd</sup> day of October, 2012, before me personally appeared Dustin Grosz, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Core Health & Fitness, LLC, a Nevada limited liability company, Core Fitness, LLC, a Nevada limited liability company, and Core Industries LLC, a California limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



*Tiffany Griffin Dietler*  
Notary Public  
My Commission Expires: 10-27-15

*Signature Page to Trademark and Patent Security Agreement (Company Acknowledgment)*

INTELLECTUAL PROPERTY

ADDITIONAL PATENTS

Core Industries Owned Patents

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Apparatus, System, And Method For Cycle Improvements	US	Pending	3/15/2011	13048860.00	0000-00-00	
Apparatus, System, And Method For Generating Power For Exercise Equipment	US	Pending	3/12/2012	13418284.00	0000-00-00	
Apparatus, System, And Method For Providing Resistance In A Dual Tread Treadmill	US	Pending	3/12/2012		0000-00-00	
Articulating Linkage Exercise Machine	US	Issued	7/29/2005	11192977.00	3/2/2010	7670266
Automatic Safety Shut-Off Switch For Exercise Equipment	US	Issued	11/19/1999	9444276.00	6/10/2003	6575878
Automatic Safety Shut-Off Switch For Exercise Equipment	US	Issued	4/22/2003	10420990.00	2/14/2006	6997855
Chain Guard Arrangement For Spinning Bikes	US	Issued	7/1/2004	10882652.00	6/9/2009	7544154
Control Circuit Using Toggled Activation To Reduce Inrush Currents	US	Issued	11/19/2002	10299648.00	8/8/2006	7086995
Control Circuit Using Toggled Activation To Reduce Inrush Currents	US	Issued	8/8/2006	11500582.00	1/27/2009	7481744
Cooling System For Exercise Machine	US	Issued	11/19/2002	10299627.00	4/12/2005	6878099
Deep Stride Exercise Machine	US	Issued	4/26/2000	9559167.00	4/22/2003	6551218

ADDITIONAL TRADEMARKS

CORE FITNESS OWNED TRADEMARKS

Title	Country	Status	Filing Date	Serial No	Issue Date	Reg. No.
CORE FITNESS	US	Registered	6/5/2006	77491523	5/19/2009	3624450
FREECLIMBER	US	Registered	8/27/1990	74091887	3/16/1993	1759200
FREERUNNER	US	Allowed	2/20/2007	77111790	0000-00-00	
Miscellaneous S Design	US	Registered	6/13/2000	767071082	9/30/2003	2769580
S (Stylized)	US	Registered	3/31/2010	85003759	11/9/2010	3873327
STAIRMASTER	US	Registered	3/22/1993	747373648	3/8/1994	1825273
STAIRMASTER	US	Registered	4/2/1992	74261848	7/5/1994	1843743
STAIRMASTER (stylized)	US	Registered	2/5/1985	73522377	8/20/1985	1355639
STAIRMILL	US	Allowed	10/17/2011	85449349	0000-00-00	
TWISTLOCK	US	Registered	3/22/2010	77965383	4/24/2012	4132368

ADDITIONAL GRANTING PARTIES:

Core Health & Fitness, LLC  
 4400 NE 77th Avenue, Suite 300  
 Pittsburgh, PA 15219

(Nevada LLC)

Core Industries LLC  
 4400 NE 77th Avenue, Suite 300  
 Vancouver, WA 98662

(California LLC)

Core Industries Owned Trademarks

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
AUTO PILOT	US	Registered	0000-00-00	78521313	9/25/2007	3298875
DESIGNED TO INSPIRE	US	Registered	9/20/2005	78717019	5/4/2010	3786247
DYNAMIC HEART RATE CONTROL	US	Registered	3/6/2007	76673719	4/29/2008	3416552
DYNAMIC HEART RATE CONTROL (Stylized)	US	Registered	3/18/1999	75662890	2/20/2001	2429242
EXPECT DIFFERENT	US	Registered	8/27/2007	77265447	12/8/2009	3722877
FAMOUS STEPS	US	Registered	0000-00-00	78636444	10/30/2007	3326216
FIT STARTS WITH YOU	US	Registered	8/21/2007	77261163	6/15/2010	3803579
GOING THE EXTRA MILE	US	Registered	3/6/2002	76379453	7/26/2005	2976879
HOT BAR	US	Registered	2/13/2008	77398446	9/8/2009	3680717
HUMANSPORT	US	Registered	6/7/2006	78902618	10/21/2008	3522666
IGNITE	US	Registered	4/15/2005	78610128	8/1/2006	3124926
IMPACT STRENGTH	US	Registered	6/5/2006	78900939	7/22/2008	3473948
INSPIRATION STRENGTH	US	Registered	12/7/2007	77357317	2/21/2012	4102648
INSTINCT	US	Registered	2/28/2006	78825769	3/25/2008	3403335
INSTINCT CIRCUIT PROGRAM	US	Registered	3/19/2007	77134516	10/21/2008	3521409
IPULSE	US	Registered	3/4/2002	76378320	3/1/2005	2929249
LEVERAGE	US	Registered	7/20/2000	76092421	7/10/2001	2467955
SELECTFIT	US	Registered	10/2/2007	77294536	4/28/2009	3613238
SOFT TRAC	US	Registered	2/28/2001	76220257	6/10/2003	2725242
SOFT TRAC	US	Registered	0000-00-00	78708217	4/22/2008	3415794
STAR TRAC	US	Registered	2/7/1990	74026530	10/23/1990	1618917
STAR TRAC	US	Registered	1/11/1999	75618118	11/28/2000	2409352
STAR TRAC (and Design)	US	Registered	3/5/2002	76378612	6/1/2004	2848300
STAR TRAC COACH	US	Registered	3/24/2010	77967738	5/8/2012	4139575
STAR TRAC HUMANSPORT	US	Registered	6/7/2006	78902636	10/28/2008	3525911
STAR TRAC INSTINCT	US	Registered	5/23/2006	78890459	10/21/2008	3622654
STAR TRAC STRENGTH	US	Registered	10/15/2004	78500562	7/24/2007	3269201

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Elliptical Exercise Device And Arm Linkage	US	Issued	6/18/2002	10173775.00	4/11/2006	7025710
Elliptical Exercise Machine	US	Issued	7/18/2006	11458338.00	2/23/2010	7666122
Epicyclic Gear Exercise Device	US	Issued	12/7/1999	9456743.00	2/3/2004	6685598
Epicyclic Gear Exercise Device	US	Issued	11/24/2003	10720834.00	1/16/2007	7163491
Exercise And Therapeutic Trainer	US	Issued	10/22/2001	10028451.00	6/21/2005	6908416
Exercise And Therapeutic Trainer	US	Issued	6/16/2005	11154850.00	9/11/2007	7267637
Exercise Display And Holder	US	Issued	4/27/1998	29087107.00	4/6/1999	D407771
Exercise Display Panel	US	Issued	10/21/1997	29078206.00	8/15/2000	D429509
Exercise Display Panel	US	Issued	6/29/1999	29107182.00	4/23/2002	D456053
Exercise Equipment With Universal Pda Cradle	US	Issued	10/31/2003	10698236.00	11/17/2009	7618345
Exercise Machine Including Weight Measurement System	US	Issued	12/5/2002	10313097.00	7/4/2005	7070542
Exercise Machine Including Weight Measurement System	US	Issued	6/30/2006	11479448.00	10/14/2008	7435205
Exercise Machine Including Weight Measurement System	US	Issued	10/9/2008	12248861.00	11/23/2010	7837597
Exercise Machine Using Heart Rate Control For Cardiopulmonary Interval Training	US	Issued	5/6/1996	8643745.00	9/8/1998	5803870
Exercise Machine With A Stride Multiplier	US	Issued	2/12/1999	9249189.00	2/6/2001	5183398
Exercise Trainer With Interconnected Grounded Movement	US	Issued	12/19/2000	9740445.00	6/10/2003	5575877
Exercise Treadmill Expansion Control System	US	Issued	12/21/1999	9468965.00	7/9/2002	6416443
Heart Rate Calculation For Users Of Exercise Machines	US	Expired	4/2/1992	7861949.00	6/28/1994	5323784
Heart Rate Interval Control For Cardiopulmonary Interval Training	US	Issued	8/25/1997	8920223.00	3/9/1999	5879270
Instructional Displays And Methods For Exercise Machine	US	Pending	12/20/2010	12973691.00	0000-00-00	
Linkage Based Exercise Machine	US	Issued	3/29/2006	11392371.00	6/9/2009	7544152
Load Variance System And Method For Exercise Machine	US	Issued	11/30/2004	11000509.00	9/8/2009	7585251
Maintenance Facilitating Exercise Machine Console	US	Issued	11/19/2002	10299625.00	2/20/2007	7179202

Title	Country	Status	Filing Date	Serial No	Issue date	Patent No.
Power Controlled Exercise Machine And Method For Controlling The Same	US	Issued	5/25/1994	8249248.00	5/2/2000	6056670
Power Controlled Exercise Machine And Method For Controlling The Same	US	Issued	2/27/1996	8607822.00	1/23/2001	6178813
Recumbent Bicycle	US	Issued	9/17/2003	29190275.00	2/14/2006	D515152
Recumbent Bicycle	US	Issued	8/30/2005	29237332.00	5/8/2007	D542365
Recumbent Bicycle	US	Issued	1/19/2004	10759539.00	6/15/2010	7736281
Spinning Bicycle	US	Issued	7/21/2005	29234753.00	11/14/2006	D532063
Stationary Cycle	US	Pending	3/12/2012	29415591.00	0000-00-00	
Stationary Cycle	US	Pending	3/12/2012	29415593.00	0000-00-00	
Supporting Chassis For A Treadmill System And Method For Electronically Controlling Resistance Of An Exercise Machine	US	Issued	8/15/1994	290149.00	8/6/1996	5542892
Supporting Chassis For A Treadmill System And Method For Electronically Controlling Resistance Of An Exercise Machine	US	Issued	6/8/2005	11148008.00	1/19/2010	7648446
Tracking System For Promoting Health Fitness	US	Issued	4/3/1998	9055196.00	6/20/2000	6077193
Treadmill With Optical Positioning Sensing	US	Issued	4/7/1998	9056403.00	10/24/2000	6135924
Upright Bike	US	Issued	5/10/2004	29205138.00	8/1/2006	D526031
Upright Bike	US	Issued	5/9/2006	29246781.00	12/26/2006	D534226
Weight Plate With Detachable Locking Cartridge	US	Issued	7/9/2008	12217743.00	11/1/2011	8047970
Weight Plate With Externally Actuated Internal Locking Device	US	Issued	6/16/2004	10868065.00	2/20/2007	7179208
Weight Plate With Externally Actuated Internal Locking Device	US	Issued	2/8/2006	11349101.00	10/27/2009	7608021
Weight Plate With Externally Actuated Spring Loaded Internal Locking Device	US	Issued	10/22/2004	10970267.00	10/14/2008	7435206
Weight Stack Apparatus	US	Issued	4/8/2005	29227244.00	4/18/2006	D519173
Weight Plate With Externally Actuated Spring Loaded Internal Locking Device	WO	Pending	10/6/2008	PCT/US2008/011538	0000-00-00	

074638.01856/95128843v.1

Additional Conveying Parties:

Core Health & Fitness, LLC  
4400 NE 77<sup>th</sup> Avenue, Suite 300  
Vancouver, WA 98662

Core Industries LLC  
4400 NE 77<sup>th</sup> Avenue, Suite 300  
Vancouver, WA 98662