

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350552

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900331007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICON Health & Fitness, Inc.		07/10/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	225 Franklin St.-MA1-225-02-05
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4134272	ALTRA
Registration Number:	4145507	ALTRA
Registration Number:	3999473	ALTRA
Registration Number:	4253698	BOOTY FIRM
Registration Number:	4253705	BOOTY FIRM
Registration Number:	3414959	DMT
Serial Number:	86615789	FITNESS PLAN
Serial Number:	86631674	FREEMOTION
Registration Number:	4652231	FREEMOTION LIVEAXIS
Registration Number:	4450213	IFIT
Registration Number:	4500591	IFIT
Registration Number:	4604633	IFIT
Serial Number:	86184888	IFIT
Serial Number:	86204719	LOTUS
Registration Number:	4530472	OCEAN YOGA
Registration Number:	4630030	OCEAN YOGA
Registration Number:	4665905	PRO-FORM
Registration Number:	4512642	RUTHLESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3846000	SMOOTH FITNESS
Serial Number:	86593204	TREADMILL DANCE CREW
Serial Number:	86673383	IFIT
Registration Number:	1488669	NORDICTRACK
Registration Number:	2652123	NORDICTRACK

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/06/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM347943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON Health & Fitness, Inc.		07/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	225 Franklin St.-MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4134272	ALTRA	
Registration Number:	4145507	ALTRA	
Registration Number:	3999473	ALTRA	
Registration Number:	4253698	BOOTY FIRM	
Registration Number:	4253705	BOOTY FIRM	
Registration Number:	3414959	DMT	
Serial Number:	86615789	FITNESS PLAN	
Serial Number:	86631674	FREEMOTION	
Registration Number:	4652231	FREEMOTION LIVEAXIS	
Registration Number:	4450213	IFIT	
Registration Number:	4500591	IFIT	
Registration Number:	4604633	IFIT	
Serial Number:	86184888	IFIT	
Serial Number:	86204719	LOTUS	
Registration Number:	4530472	OCEAN YOGA	
Registration Number:	4630030	OCEAN YOGA	
Registration Number:	4665905	PRO-FORM	
Registration Number:	4512642	RUTHLESS	
Registration Number:	3846000	SMOOTH FITNESS	

OP \$590.00 4134272

Don't wait - any other names included -

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2015 (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"), **ICON DU CANADA INC.**, a corporation organized under the laws of the province of Quebec ("ICON du Canada"), **ICON - ALTRA LLC**, a Utah limited liability company ("ICON-Altra") and each "Additional Grantor" as described in Section 22 below (each Additional Grantor, together with Borrower, Holdings, International, Universal, Free Motion, ICON IP, ICON du Canada and ICON-Altra collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may become parties to that certain Second Amended and Restated 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 Obligors party thereto, the Lenders and the Administrative Agent.

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 such Grantor's 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 Secured Obligations; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in (i) the Security Agreement, (ii) that certain Trademark Security Agreement dated as of the Closing Date among the Grantors and the Administrative Agent and (iii) that certain Trademark Security Agreement, dated as of September 29, 2011, among the Grantors and the Administrative Agent.

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: