

08-14-1998

IR SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☐ ▼

To the Honorable Commissioner of

100793583

ached original documents or copy thereof.

1. Name of conveying party(ies):

ICON Health & Fitness, Inc.

MRD RE
8-12-98

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

General Electric Capital Corporation,
Name individually and as Agent for Lenders

Internal Address: Suite 2700

Street Address: 10 S. LaSalle Street

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 05/11/98

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See attached Schedule 1

B. Patent No.(s)

See attached Schedule 1

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith A. Parsons

Internal Address: Suite 5800

08/12/1998 JSHABAZZ 00000099 5704879

01 FC:581

240.00 DP

Street Address: Latham & Watkins
233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved:

38

7. Total fee (37 CFR 3.41) \$ 1,520

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/02/1998 DECATES 00000039 5704879

DO NOT USE THIS SPACE

01 FC:581

1520.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith A. Parsons

Name of Person

[Signature]

Signature

05/21/98

Date

Total number of pages including cover sheet, attachments, and document: ☐

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 9396 FRAME: 0718

MRD 5-22-98

RECEIVED
08 MAY 22 98
AS/INTEL

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

<u>Patent No.</u>	<u>Date</u>
5,704,879	01/06/98
5,702,325	12/30/97
5,695,435	12/09/97
5,695,434	12/09/97
5,683,332	11/04/97
5,683,331	11/04/97
5,676,624	10/14/97
5,674,453	10/07/97
5,674,156	10/07/97
5,672,140	09/30/97
5,669,857	09/23/97
5,662,557	09/02/97
5,645,509	07/08/97
5,637,059	06/10/97
5,626,542	05/06/97
5,626,538	05/06/97
5,622,527	04/22/97
5,611,539	03/18/97
5,591,106	01/07/97
5,591,105	01/07/97
5,577,985	11/26/96
5,569,128	10/29/96
5,562,574	10/08/96
5,529,553	01/25/96
5,527,245	06/18/96
5,518,473	05/21/96
5,512,025	04/30/96
5,383,829	01/24/95
5,354,049	10/11/94
5,242,343	09/07/93
4,365,802	12/28/82
D 371,176	06/25/96
D 370,949	06/18/96
5,372,559	12/13/94
4,918,266	04/17/90
D 384,118	09/23/97

<u>Patent No.</u>	<u>Date</u>
D 380,509	07/01/97
5,622,527	04/22/97
5,489,249	02/06/96
4,981,294	01/01/91
4,918,266	04/17/90
4,771,148	09/13/88
5,372,559	12/13/94
4,918,266	04/17/90

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 11, 1998, by ICON HEALTH & FITNESS, INC., a Utah corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders (identified in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 14, 1994 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, in accordance with the Credit Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of November 14, 1994 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ICON HEALTH & FITNESS, INC.

By: [Signature]
Name: S. Fred Beck
Title: CFO

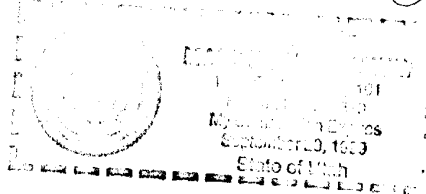
ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent for Lenders

By: [Signature]
Name: Michael Wolf
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR
STATE OF Utah)
) ss.
COUNTY OF Cache)

On this 11th day of May, 1998 before me personally appeared S. Fred Beck, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Icon Health & Fitness, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
{seal} Notary Public



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