

12-14-1998

INVENTOR INFORMATION
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/9)

Tab settings



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5704879

To the Honorable Commissioner of

ached original documents or copy thereof.

1. Name of conveying party(ies):

ICON Health & Fitness, Inc.

MRD RE
8-12-98

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 05/11/98

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

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 I

B. Patent No.(s)

See attached Schedule I

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 JSBABAZZ 00000099 5704879

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240.00 OF

Street Address: Latham & Watkins
233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved:

1044

7. Total fee (37 CFR 3.41) \$ 1,520 1760

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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NO SPAC
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(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

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

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 513
Washington, D.C. 20231

PATENT
REEL: 9423 FRAME: 0025

MRD 5-22-98

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**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).

W I T N E S S E T H:

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]

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PATENT SECURITY AGREEMENT**

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**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 03, 1998

PTAS



100725763A

LATHAM & WATKINS
MEREDITH A. PARSONS
SUITE 5800
233 S. WACKER DRIVE
CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100725763

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$0 .

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS