

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Fitness Quest Inc.

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

## 2. Name and address of receiving party(ies):

Name: Harris Trust and Savings Bank,  
as administrative agent

Internal Address:

Street Address: 111 West Monroe 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: October 20, 2004

## 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).

29/188,307

10/750,433

60/524,139

10/758,447

10/758,448

## B. Patent No(s).

5,154,678

D342,298

6,110,079

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jane S. Berman

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and patents involved: 

## 7. Total fee (37 CFR 3.41): \$ 320.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0305

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

Attorney Docket No. 1595784

DO NOT USE THIS SPACE

## 9. Signature:

Jane S. Berman

Name of Person Signing

Signature

November 2, 2004

Date

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

6

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, DC 20231

**PATENT COLLATERAL AGREEMENT**

This 20th day of October, 2004, FITNESS QUEST INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1400 Raff Road S.W., Canton, Ohio 44710, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*") and grants to the Agent for the benefit of the Secured Creditors, a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;


to secure performance of all Secured Obligations (as such term is defined in the Security Agreement defined below) of the Debtor and the other debtors as set out in that certain Security Agreement bearing even date herewith by and among the Debtor, the other debtors party thereto, and the Agent (the Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*"). The Debtor and the Agent acknowledge and agree that the agreements previously filed with the United States Patent and Trademark Office against the property of the Debtor set forth herein secure the performance of all Secured Obligations of the Debtor and the other debtors set forth in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

FITNESS QUEST INC.

By   
Name Jeffrey J. Teschke  
Title Vice President

HARRIS TRUST AND SAVINGS BANK, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

FITNESS QUEST INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

HARRIS TRUST AND SAVINGS BANK, as Agent

By William P. Robin  
Name: William P. Robin  
Title: Vice President

**SCHEDULE A-1  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

Product	Serial No.	Reg. No.	Title of Patent	Date Filed	Date Issued
Ab Machine	767,510	5,749,814	Structure of Matching Weights for a Health Exercise Machine	12/16/96	5/12/1998
Ab Mouse	664,222	5,725,463	Abdominal Exercise Device	6/11/96	3/10/98
Ab Mouse	50,748	D381,378	Abdominal Exercise Device	2/26/96	7/22/97
Ab Mouse	29/136,178	D456,084	Abdominal Exercise Device	1/24/01	4/23/02
Ab Mouse	09/749,711	6,582,347	Abdominal Exercise Device and Method of Use	12/27/00	6/24/03
Elliptical	29/135,843	D452,285	Shroud for Elliptical Exerciser (short version)	1/19/01	12/18/01
Elliptical	29/135,920	D451,972	Shroud for Elliptical Exerciser (long version)	1/19/01	12/11/01
Inversion Chair	29/119,174	D432,600	Inversion Chair Exercise Device	2/24/00	10/24/00
Jane Fonda Bench Step	7820361	5,154,678	Combined Exercise Platform	1/14/92	10/13/92
Jane Fonda Bench Step	820/392	D342,298	Exercise Platform	1/14/92	12/14/93
New Balance Bike Pedal (Design Patents)	29/188,307		Reversible Pedal for an Exercise Apparatus	8/15/03	
New Balance Bike Pedal (Utility Patent)	10/750,433		Reversible Pedal for an Exercise Apparatus and Method Thereof	12/30/03	
New Balance Bike Seat	60/524,139		Back support for an Exercise Device	11/21/03	
Shape Stix	779,985	5,759,139	Lunge Poles	12/23/96	6/21/98
Sky Trec Treadmill	29/153,095	D464,690	Treadmill	1/4/02	10/22/02
SkyTrec Treadmill	29/153,096	D465,250	Handlebar and Grip for Exercise Device	1/4/02	11/5/02
Slam Man*	09/016,095	6,110,079	Kick-boxing Exercise Device	1/30/98	8/29/00
Strike Zone	09/981,542	6,464,622	Exercise Device and Method of Use	10/17/01	10/15/02
Total Gym (motorized)	10/758,447		Variably Configured Exercise Device	1/15/04	
Total Gym (motorized)	10/758,448		Variably Configured Exercise Device	1/15/04	
Treadmill	09/320,109	6,261,209	Folding Exercise Treadmill with Front Inclination	5/26/99	7/17/01
Weight Belt	50,428	D375,823	Adjustable Weight Belt		11/26/96
Weight Strap	51,843	D381,053	Adjustable Weight Strap		7/15/97

**SCHEDULE A-2****TO PATENT COLLATERAL AGREEMENT****PATENT LICENSES**

Product	Serial No.	Reg. No.	Title of Patent	Date Filed	Date Issued
Ab Lounge	08/607,181	5,681,250	Combination Chair and Exercise Apparatus and Method Thereof	2/26/96	10/28/97
AiroFit/Gazelle Glider	29/081/583	D403,033	Striding Device	12/9/97	12/22/98
AiroFit/Gazelle Glider	08/760/941	5,795,268	Low Impact Striding Device	12/6/96	8/18/98
AiroFit/Gazelle Glider	29/061,463	D391,610	Striding Device	10/24/96	03/03/98
**Bod E Motion	60/535,717		Method and Apparatus for Performing Pilates Exercises	1/9/04	
Body Force (Lateral Exercise Slide)	60/474,732		Lateral Exercise Slide	5/30/03	
Body Force (Lateral Exercise Slide)	10/858,089		Lateral Exercise Slide	6/01/04	
Bosu	09/411,997	6,422,983	Inflatable device and method for using the device	10/4/99	7/3/02
Bosu	09/596,709	6,575,885	Inflatable device and method for using the device	6/19/00	6/10/03
Bosu	09/687,896	6,554,753	Balancing Device	10/13/00	4/29/03
Bosu	10/286,178		Balancing Device		
Easy Shaper	60/463,824		Provisional/Exercise Apparatus	4/18/03	
Easy Shaper	10/826,992		Exercise Apparatus and Method	4/19/04	
Elliptical	09/366,272				Pending
Elliptical	09/468,215				Pending
Ellipticals	08/839,990	5,893,820	Exercise Methods and Apparatus	4/24/97	4/13/99
Ellipticals	08/814,487	5,947,872	Cross Training Exercise Apparatus	3/10/97	9/7/99
Sky Trek (glider)	09/115/200	5,587,940	Low impact striding device	7/15/98	1/12/99
Sky Trek (glider)	29/061,465	D390,628	Striding Device	10/24/96	2/10/98
Slam Man	29/087,679	D410,986	Kick boxing exercise device	5/7/98	6/15/99
Slam Man	29/102,777	D436,153	Kick boxing exercise device	3/31/99	1/9/01
Steppers (Edge 210 & 310)	08/217,292	5,622,527	Independent Action Stepper	3/23/94	4/22/97
Total Gym	08/848,993	5,967,955	Collapsible Exercise Device	10/17/97	10/19/99
Total Gym	29/075,246	D405,132	Exercise Apparatus	8/27/97	2/2/99

**PATENT****RECORDED: 11/02/2004****REEL: 015320 FRAME: 0886**