

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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**CONVEYING PARTY DATA**

Name	Execution Date
ICON IP, INC.	10/31/2005

**RECEIVING PARTY DATA**

<b>Name:</b>	BACK BAY CAPITAL FUNDING LLC
<b>Street Address:</b>	40 Broad Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109

**PROPERTY NUMBERS Total: 207**

Property Type	Number
Patent Number:	4067203
Patent Number:	4728102
Patent Number:	4796881
Patent Number:	4813667
Patent Number:	4830371
Patent Number:	4850585
Patent Number:	4880225
Patent Number:	4883272
Patent Number:	4913396
Patent Number:	4921242
Patent Number:	4932650
Patent Number:	4955599
Patent Number:	4971316
Patent Number:	4981294
Patent Number:	4998725

**CH \$8280.00 4067203**

Patent Number:	5000442
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Patent Number:	5013033
Patent Number:	5016871
Patent Number:	5058881
Patent Number:	5058882
Patent Number:	5062626
Patent Number:	5062627
Patent Number:	5062632
Patent Number:	5088729
Patent Number:	5090694
Patent Number:	5102380
Patent Number:	5104120
Patent Number:	5108093
Patent Number:	5147265
Patent Number:	5149084
Patent Number:	5149312
Patent Number:	5171196
Patent Number:	5192255
Patent Number:	5203826
Patent Number:	5247853
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Patent Number:	5529553

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Patent Number:	RE34478
Application Number:	09737392
Application Number:	09776410
Application Number:	09907846
Application Number:	09947193
Application Number:	09990178
Application Number:	10083453
Application Number:	10173515
Application Number:	10261546
Application Number:	10358993
Application Number:	10367117
Application Number:	10369207
Application Number:	10377295
Application Number:	10377296

Application Number:	10647729
Application Number:	10674911
Application Number:	10683884
Application Number:	10685342
Application Number:	10718005
Application Number:	10733684
Application Number:	10754166
Application Number:	10754167
Application Number:	10770273
Application Number:	10788799
Application Number:	10795731
Application Number:	10804715
Application Number:	10968250
Application Number:	11071780
Application Number:	11071859
Application Number:	11113921
Application Number:	11132740

**CORRESPONDENCE DATA**

Fax Number: (617)897-0967  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-310-6000  
Email: fercug@gtlaw.com  
Correspondent Name: Greenberg Traurig LLP  
Address Line 1: One International Place  
Address Line 2: Floor 20  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	46380-010200
NAME OF SUBMITTER:	Chinh H. Pham

Total Attachments: 35  
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PROPERTY LIST

Patent Application Numbers:

09737392	10358993	10685342	10804715
09776410	10367117	10718005	10968250
09907846	10369207	10733684	11071780
09947193	10377295	10754166	11071859
09990178	10377296	10754167	11113921
10083453	10647729	10770273	11132740
10173515	10674911	10788799	
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ICON IP, Inc.  
Client Number : 46380-010200

Patent Numbers:

4067203	5279528	5733229	6712740	D347251
4728102	5282776	5743833	6730002	D348493
4796881	5316534	5762584	6743153	D348494
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4830371	5344376	5772560	6770015	D351202
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5259611	5722922	6685607	D344112	

## PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of October 31, 2005 between ICON IP, INC., a Delaware corporation (the "Assignor"), and BACK BAY CAPITAL FUNDING LLC, as administrative agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Junior Term Loan Credit Agreement dated as of even date herewith (as amended and in effect from time to time, the "Credit Agreement"), by and among ICON Health & Fitness, Inc. (the "Borrower"), the Assignor, the other Credit Parties party thereto, the Lenders, and the Agent.

WHEREAS, the Assignor is a subsidiary of the Borrower and as such will derive direct and indirect benefits from the making of the Term Loan 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 Assignor execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a Patent Collateral Assignment Agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Security Agreement;

WHEREAS, pursuant to the terms of that certain Revolving Credit Agreement dated as of even date herewith (as amended and in effect from time to time, the "Revolving Credit Agreement" and, together with all documents, instruments and agreements executed pursuant thereto, collectively, the "Revolving Credit Documents"), by and among the Borrower, the Assignor, the other Credit Parties named therein, and Bank of America, N.A., as administrative agent (the "Revolving Lender Agent") for itself and other lending institutions which are, or may in the future become, parties thereto (collectively, the "Revolving Lenders"), the Assignor is obligated to the Revolving Lender Agent and the Revolving Lenders, which obligations are secured by the collateral set forth herein; and

WHEREAS, the Administrative Agent, the Revolving Lender Agent, the Assignor and the other Credit Parties named therein are parties to that certain Intercreditor Agreement of even date herewith (as amended and in effect from time to time, the "Intercreditor Agreement") setting forth the relative priorities of the liens held by the Revolving Lender Agent for the benefit of the Revolving Lenders and the Administrative Agent for the benefit of the Lenders with respect to the collateral referred to therein, including, without limitation the collateral set forth herein, securing the respective obligations of the Company and the other Credit Parties to such parties.

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:

### 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Patent Agreement referred to below:

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the licensed rights, ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

## 2. GRANT OF SECURITY INTEREST.

To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Lenders and the Agent, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. NEITHER THE AGENT NOR ANY OF THE LENDERS ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that, except as set forth on Schedule 6.7 of the Credit Agreement: (i) Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (iii) to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (v) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security interest and lien created by the Security Agreement and this Patent Agreement, and other than the liens securing the obligations to the Revolving Lender Agent and the Revolving Lenders pursuant to the Revolving Credit Documents; (vii) the Assignor has the unqualified right to enter into this Patent Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents,

consultants, licensors and licensees which will enable it to comply with the covenants herein contained; (viii) this Patent Agreement, together with the Security Agreement, will create in favor of the Agent, for the benefit of the Lenders, a valid and perfected second priority security interest in the Patent Collateral (subject solely to the liens of the Revolving Lender Agent under the Revolving Credit Documents), upon making the filings referred to in clause (ix) of this §3; and (ix) except for the filing of financing statements with Secretary of State of the State of Delaware under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (2) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent Agreement or the Security Agreement.

#### **5. AFTER-ACQUIRED PATENTS, ETC.**

**5.1. After-acquired Patents.** If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall give to the Agent notice thereof in writing on a quarterly basis and in accordance with the terms agreed to in the Credit Agreement and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to transfer title thereto to the Agent, for the benefit of the Lenders and the Agent.

**5.2. Amendment to Schedule.** The Assignor authorizes the Agent to modify this Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under §2 or §5 hereof so long as such amendment is not inconsistent with any such future Patents or Patent Rights.

#### **6. PATENT PROSECUTION.**

**6.1. Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Agent or any of the Lenders in connection with the Agent's title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby.

**6.2. Assignor's Duties, etc.** The Assignor shall have the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Agent, which consent shall not be unreasonably withheld, unless such abandonment is made by the Assignor in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole. The Agent hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this §6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Agent may terminate such agency by providing written notice of termination to the Assignor.

**6.3. Assignor's Enforcement Rights.** The Assignor shall have the right to bring suit or other action in the Assignor's own name to enforce the Patents, the Patent Rights and any other rights pertaining to the Patent Collateral against any third party infringing or potentially infringing any of the rights thereof. Further, the Assignor shall have the right to recover and retain all Proceeds including settlement proceeds, damages, royalties and consideration for past, current and future infringement by any such third party as well as retaining any royalties received from any licensing arrangements resulting therefrom. The Agent shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Agent is completely satisfied that such joinder will not subject the Agent or any of the Lenders to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent and the Lenders for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent and any of the Lenders pursuant to this §6.

**6.4. Protection of Patents, etc.** In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as, in the reasonable business judgment of the Assignor, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral except as provided in §7.6 of the Credit Agreement. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral except where the failure to take or not take such action or permit such action to be taken or not taken by others would not reasonably be expected to have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.

**6.5. Notification by Assignor.** On a quarterly basis, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral.

## **7. LICENSE BACK TO ASSIGNOR.**

Unless and until there shall have occurred and be continuing an Event of Default and the Agent has notified the Assignor that the license granted hereunder is terminated, the Agent

hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under any of the Patent Collateral to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents and any of the Patent Collateral for the Assignor's own benefit and account and for none other. This grant to the Assignor includes the rights to grant exclusive or non-exclusive licenses (and enforce the Patent Collateral as provided in §6.3) in its own name to any third party, including the right to retain and/or recover any Proceeds including settlement proceeds, damage awards, royalties and consideration due to Assignor for any past, present or future activities of any third party relevant to the Patent Collateral. The Assignor agrees not to sell, assign, transfer or encumber its interest (not including licenses or sublicenses) in the license granted to the Assignor in this §7, without the prior written consent of the Agent. Any such licenses or sublicenses granted on or after the date hereof may be terminable by the Agent upon termination of the Assignor's license hereunder.

#### **8. REMEDIES.**

If any Event of Default shall have occurred and be continuing, then at the discretion of the Agent, or upon instructions by the Required Lenders to the Agent, and upon notice by the Agent to the Assignor: (i) the Assignor's license with respect to the Patents as set forth in §7 shall terminate; (ii) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (iii) the Agent shall have, in addition to all other rights and remedies given it by this Patent Agreement, the Credit Agreement, the Security Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Security Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

#### **9. COLLATERAL PROTECTION.**

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.



**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this Patent Agreement.

**11. FURTHER ASSURANCES.**

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in any of the Patent Collateral.

**12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Patent Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Agent and the Lenders by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Agent and the Lenders pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing among the Assignor, the Lenders and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any of the Lenders, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

**17. RIGHTS AND REMEDIES CUMULATIVE.**

All of the Agent's and the Lenders' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Agent and the Lenders contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Agent for the benefit of the Lenders and the Agent under the Security Agreement.

**18. NOTICES.**

All notices and other communications made or required to be given pursuant to this Patent Agreement shall be in writing and shall be delivered in hand, mailed by United States

registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

- (a) if to the Assignor, at the address set forth in §19 of the Credit Agreement; and
- (b) if to the Agent, at the address set forth in §19 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

#### 19. AMENDMENT AND WAIVER.

This Patent Agreement is subject to modification only by a writing signed by the Agent and the Assignor, except as provided in §5.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

#### 20. GOVERNING LAW; CONSENT TO JURISDICTION.

**THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.** The Assignor agrees that any suit for the enforcement of this Patent Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

#### 21. WAIVER OF JURY TRIAL.

**THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §21.

**22. MISCELLANEOUS.**

The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Credit Agreement, or between this Patent Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.


**23. INTERCREDITOR MATTERS.**

Notwithstanding anything to the contrary contained herein, the rights of the Agent and the Lenders, and the obligations of the Assignor as set forth herein are subject to the terms and conditions of the Intercreditor Agreement. To the extent that the Assignor is required to deliver, endorse, pay over or otherwise provide possession or control over any of the collateral set forth herein to the Agent or Lenders hereunder, such obligations shall be subject to the rights of the Revolving Lender Agent and Revolving Lenders to such collateral as set forth in the Intercreditor Agreement. Further, any representation, warranty or covenant by the Assignor in this Patent Agreement that the collateral is not and shall not be subject to any liens, encumbrances or other restrictions, shall specifically be qualified by the liens and rights of the Revolving Lender Agent for the benefit of the Revolving Lenders with respect to the collateral pursuant to the Revolving Credit Documents and as set forth in the Intercreditor Agreement. The limitations and qualifications set forth in this §23 be effective solely to recognize the rights of the Revolving Lender Agent and Revolving Lenders and shall not otherwise impair the security interests granted by the Assignor to the Agent pursuant to this Agreement and the Security Agreement. The parties acknowledge that to the extent that the obligations of the Assignor and the other Credit Parties to the Revolving Lender Agent and Revolving Lenders arising under the Revolving Credit Documents have been satisfied and such parties have no further obligations to make loans or advances to the Borrower thereunder, the limitations and qualifications set forth in this §23 shall be of no further force or effect and the Assignor covenants to take all such actions set forth herein and necessary to give effect to the provisions of this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

**ICON IP, INC.**

By:   
Name: S. Fred Beck  
Title: President

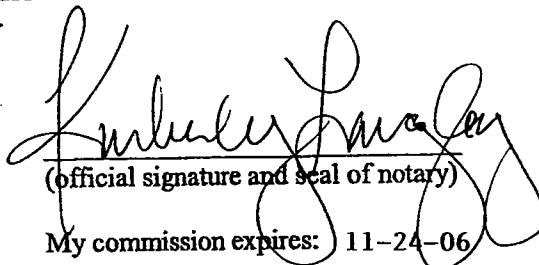
**BACK BAY CAPITAL FUNDING LLC, as  
Agent**

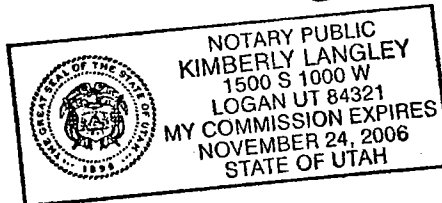
By: \_\_\_\_\_  
Name: Michael L. Pizette  
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Cache )

On this \_\_\_ day of October, 2005, before me, the undersigned notary public, personally appeared S. Fred Beck, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of ICON IP, Inc, a

  
(official signature and seal of notary)  
My commission expires: 11-24-06

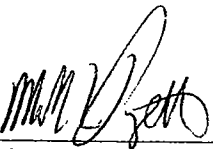


IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

**ICON IP, INC.**

By: \_\_\_\_\_  
Name: S. Fred Beck  
Title: President

**BACK BAY CAPITAL FUNDING LLC, as  
Agent**

By:  \_\_\_\_\_  
Name: Michael L. Pizette  
Title: Managing Director





**SCHEDULE A**

**ISSUED AND PENDING PATENTS**

**Patents Issued by U.S. Patent  
and Trademark Office**

Title	App. No	Filing Date	Patent Number	Issue Date
MULTIPURPOSE EXERCISING APPARATUS	06/861050	08-May-86	4796881	10-Jan-89
MULTIPURPOSE EXERCISER	07/009387	30-Jan-87	4813667	21-Mar-89
Matter: Ball Hitting Practice Device	07/030366	26-Mar-87	4830371	16-May-89
Striding Exerciser	07/093778	08-Sep-87	4850585	25-Jul-89
DUAL ACTION CYCLE EXERCISER	07/225176	28-Jul-88	4880225	14-Nov-89
BALL CATCHING FRAME WITH BALL EXPELLING MACHINE CONNECTED THERETO	07/189103	02-May-88	4883272	28-Nov-89
ADJUSTABLE INCLINE SYSTEM FOR EXERCISE EQUIPMENT	07/256486	12-Oct-88	4913396	03-Apr-90
EXERCISE APPARATUS RESISTANCE SYSTEM	07/221516	20-Jul-88	4921242	01-May-90
SEMI-RECUMBENT EXERCISE CYCLE	07/297076	13-Jan-89	4932650	12-Jun-90
EXERCISE CYCLE WITH GEAR DRIVE AUTO PAY	07/299725	19-Jan-89	4955599	11-Sep-90
DUAL ACTION EXERCISE CYCLE	07/541202	25-Jun-90	4971316	20-Nov-90
EXERCISE MACHINES WITH DUAL RESISTANCE MEANS Patent was reissued under 13914.71.1. However, fees are paid from this issue date.	07/481360	16-Feb-90	4981294	01-Jan-91

Title	App. No	Filing Date	Patent Number	Issue Date
EXERCISE MACHINE CONTROLLER	07/306872	03-Feb-89	4998725	12-Mar-91
CROSS COUNTRY SKI EXERCISER	07/481169	20-Feb-90	5000442	19-Mar-91
Striding Exerciser	07/303943	30-Jan-89	5000443	19-Mar-91
ROWING APPARATUS	07/305939	01-Feb-89	5013033	07-May-91
EXERCISE MACHINE RESISTANCE CONTROLLER	07/428214	01-Nov-89	5016871	21-May-91
EXERCISE MACHINE HEIGHT ADJUSTMENT FOOT	07/482209	20-Feb-90	5058881	22-Oct-91
STEPPER EXERCISER	07/482224	20-Feb-90	5058882	22-Oct-91
TREADMILL SPEED ADJUSTMENT	07/482222	20-Feb-90	5062626	05-Nov-91
RECIPROCATOR FOR A STEPPER EXERCISE MACHINE	07/644456	23-Jan-91	5062627	05-Nov-91
USER PROGRAMMABLE EXERCISE MACHINE	07/455631	22-Dec-89	5062632	05-Nov-91
TREADMILL FRAME AND ROLLER BRACKET ASSEMBLY	07/479835	14-Feb-90	5088729	18-Feb-92
Cooling Exercise Treadmill USPN 5,102,380	07/305930	01-Feb-89	5102380	07-Apr-92
EXERCISE MACHINE CONTROL SYSTEM	07/306861	03-Feb-89	5104120	14-Apr-92
MULTIPURPOSE EXERCISER	07/579886	07-Sep-90	5108093	28-Apr-92
EXERCISE MACHINE WITH MOTIVATIONAL DISPLAY	07/482188	20-Feb-90	5149084	22-Sep-92
QUICK DISCONNECT LINKAGE FOR EXERCISE APPARATUS	07/658307	20-Feb-91	5149312	22-Sep-92

Title	App. No.	Filing Date	Patent Number	Issue Date
ADJUSTABLE INCLINE SYSTEM FOR EXERCISE EQUIPMENT	07/806977	12-Dec-91	5192255	09-Mar-93
ENCLOSED FLYWHEEL	07/896894	10-Jun-92	5203826	20-Apr-93
FLYWHEEL	07/839204	20-Feb-92	5247853	28-Sep-93
DIRECT DRIVE CONTROLLED PROGRAM SYSTEM	07/703283	20-May-91	5259611	09-Nov-93
CUSHIONED DECK FOR TREADMILL	07/884609	15-May-92	5279528	18-Jan-94
UPPER BODY EXERCISER	08/013637	04-Feb-93	5282776	01-Feb-94
MULTIPURPOSE EXERCISE MACHINE	07/835783	14-Feb-92	5316534	31-May-94
STEPPER WITH ADJUSTABLE RESISTANCE MECHANISM	08/013746	04-Feb-93	5336142	09-Aug-94
ADJUSTABLE INCLINE SYSTEM FOR EXERCISE EQUIPMENT	08/027351	08-Mar-93	5372559	13-Dec-94
VIDEO EXERCISE CONTROL SYSTEM	08/225355	08-Apr-94	5489249	06-Feb-96
ADJUSTABLE HEIGHT BASKETBALL STANDARD WITH TELESCOPING TUBES	08/176215	30-Dec-93	5540429	30-Jul-96
INDEPENDENT ACTION STEPPER	08/217292	23-Mar-94	5622527	22-Apr-97
FOLDING RIDER EXERCISER	08/594940	31-Jan-96	5626542	06-May-97
TREADMILL WITH ELEVATION	08/593862	30-Jan-96	5669857	23-Sep-97
REORIENTING TREADMILL WITH INCLINATION MECHANISM	08/593798	30-Jan-96	5672140	30-Sep-97

Title	App. No.	Filing Date	Patent Number	Issue Date
REORIENTING TREADMILL WITH COVERED BASE	08/593795	30-Jan-96	5674156	07-Oct-97
CABINET TREADMILL WITH LATCH	08/593799	30-Jan-96	5704879	06-Jan-98
EXERCISE MACHINE WITH ADJUSTABLE RESISTANCE, HYDRAULIC CYLINDER	08/382344	01-Feb-95	5762587	09-Jun-98
REORIENTING TREADMILL WITH LIFT ASSISTANCE	08/593802	30-Jan-96	5772560	30-Jun-98
TREADMILL WITH FOLDING HANDRAILS	08/846942	30-Apr-97	5860893	19-Jan-99
AEROBIC AND ANAEROBIC EXERCISE MACHINE	08/644050	09-May-96	5860894	19-Jan-99
CUSHIONED TREADMILL BELTS AND METHODS OF MANUFACTURE	08/994474	19-Dec-97	5951441	14-Sep-99
Matter: Treadmill Exerciser USPN D304,849	29/947494	29-Dec-86	D304849	28-Nov-89
Matter: Treadmill Exerciser USPN D306,468	29/944538	22-Dec-86	D306468	06-Mar-90
Matter: Treadmill Exerciser USPN D306,891	29/947495	29-Dec-86	D306891	27-Mar-90
Exercise Cycle USPN D309,167	29/182572	18-Apr-88	D309167	10-Jul-90
Matter: Stationary Cycle USPN D309,485	29/287732	21-Dec-88	D309485	24-Jul-90
Matter: Exercise Cycle USPN D310,253	29/296983	12-Jan-89	D310253	28-Aug-90
Matter: Exercise Cycle Console USPN D313,055	29/341672	21-Mar-89	D313055	18-Dec-90
Matter: Treadmill USPN D315,765	29/307073	03-Feb-89	D315765	26-Mar-91

Title	App. No	Filing Date	Patent Number	Issue Date
Matter: Treadmill with Siderail USPN D316,124	299746	19-Jan-89	D316124	09-Apr-91
Matter: Treadmill Housing USPN D318,085	350840	12-May-89	D318085	09-Jul-91
Matter: Exercise Cycle USPN D318,086	29/290082	27-Dec-88	D318086	09-Jul-91
Matter: Treadmill USPN D318,699	29/305985	01-Feb-89	D318699	30-Jul-91
Stepping Exercise Machine	29/432145	06-Nov-89	D321388	05-Nov-91
Matter: Treadmill Exerciser USPN D323,009	29/473194	31-Jan-90	D323009	07-Jan-92
Matter: Treadmill Exerciser	29/473195	31-Jan-90	D323198	14-Jan-92
Matter: Treadmill Exerciser	29/473205	31-Jan-90	D323199	14-Jan-92
Stationary Exercise Machine USPN D323,863	29/405060	07-Sep-89	D323863	11-Feb-92
Matter: Stepping Exercise Machine USPN D326,491	29/473202	31-Jan-90	D326491	26-May-92
Matter: Treadmill (Crosswalk) USPN D344,557	29/008792	25-May-93	D344557	22-Feb-94
UPPER BODY EXERCISER	29/006865	08-Apr-93	D348493	05-Jul-94
UPPER BODY EXERCISER	29/006866	08-Apr-93	D348494	05-Jul-94
UPPER BODY EXERCISER	29/006863	08-Apr-93	D351202	04-Oct-94
Exercise Machine Handles USPN D351,633	29/006864	08-Apr-93	D351633	18-Oct-94
STRIDING EXERCISER	29/054016	06-May-96	D392006	10-Mar-98
EXERCISE MACHINES WITH DUAL RESISTANCE MEANS Reissue of Patent No. 4,891,294	07/721082	24-Jun-91	Re34478	01-Jan-91
Matter: EXERCISE MACHINE 1995 HealthRider design	29/037394	11-Apr-95	D367689	05-Mar-96

Title	App. No.	Filing Date	Patent Number	Issue Date
Matter: Exercise Device Pat. App. 07/896,475 (CIP) PHYSICAL EXERCISER	29/007349	20-Apr-93	D356128	07-Mar-95
Matter: Exercise Device Pat. App. 07/896,475 (CIP) PHYSICAL EXERCISER	29/896475	08-Jun-92	D344112	08-Feb-94
Matter: Exercise Machine Patent Application SN 29/044,030	29/044030	15-Sep-95	D380509	01-Jul-97
Matter: EXERCISE MACHINE 2	29/051346	05-Mar-96	D384118	23-Sep-97
PORTABLE DOOR MOUNTED EXERCISE APPARATUS	08/333608	02-Nov-94	5468205	21-Nov-95
TREADMILL WITH BELT TENSIONING ADJUSTMENT	08/382341	01-Feb-95	5529553	25-Jun-96
WEIGHT-TRAINING MACHINE	08/191008	03-Feb-94	5554085	10-Sep-96
CABINET TREADMILL	08/593797	30-Jan-96	5683332	04-Nov-97
STEP EXERCISE BENCH (design patent)	29/029529	07-Oct-94	D371176	25-Jun-96
CABINET TREADMILL WITH REPOSITIONING ASSIST	08/593801	30-Jan-96	5718657	17-Feb-98
Resiliently Mounted treadmill	08/303434	09-Sep-94	5827155	27-Oct-98
ADJUSTABLE DUMBBELL AND SYSTEM *CONFIRMATION # 7305*	09/247160	09-Feb-99	6261022	17-Jul-01
ADJUSTABLE DUMBBELL AND SYSTEM *CONFIRMATION # 5547*	09/042755	17-Mar-98	6228003	08-May-01
PORTABLE SPA	08/996616	23-Dec-97	6003166	21-Dec-99
REORIENTING TREADMILL WITH LATCH	08/593793	30-Jan-96	5662557	02-Sep-97
Exercising Device with Elliptical Movement	09/003322	06-Jan-98	6019710	01-Feb-00
FOLD-OUT TREADMILL	08/959237	28-Oct-97	5899834	04-May-99
FOLD-OUT TREADMILL	09/231208	14-Jan-99	6033347	07-Mar-00
Fold Out Treadmill CONFIRMATION #6361	09/470605	22-Dec-99	6350218	26-Feb-02

Title	App. No	Filing Date	Patent Number	Issue Date
Fold-Out Treadmill	10/083453	26-Feb-02		
Fold-Out Treadmill	98948088.4	03-Sep-98	1027110	24-Nov-04
FOLD-OUT TREADMILL	98948088.4	03-Sep-98	1027110	24-Nov-04
FOLD-OUT TREADMILL	98948088.4	03-Sep-98	1027110	24-Nov-04
FOLD-OUT TREADMILL	98948088.4	03-Sep-98	1027110	24-Nov-04
FOLD-OUT TREADMILL	69827838.0-08	03-Sep-98	1027110	24-Nov-04
FOLD-OUT TREADMILL	98948088.4	03-Sep-98	1027110	24-Nov-04
POLE SPORT COURT	08/382340	01-Feb-95	5611539	18-Mar-97
Reorienting Treadmill	08/593796	30-Jan-96	5674453	07-Oct-97
REORIENTING TREADMILL	11/071859	03-Mar-05		
REORIENTING TREADMILL	11/071780	03-Mar-05		
STEP EXERCISE BENCH WITH RATCHETING HEIGHT ADJUSTMENT	08/360562	21-Dec-94	5683331	04-Nov-97
REMOTE EXERCISE CONTROL SYSTEM	08/278994	22-Jul-94	5645509	08-Jul-97
Treadmill with Adjustable Cushioning Members	09/160947	25-Sep-98	6174267	16-Jan-01
Treadmill with Adjustable Cushioning Members ***FILE NUMBER 13914.453.1.1.1.1***	10/377295	28-Feb-03		
Treadmill with Adjustable Cushion Members	09/953589	12-Sep-01	6821230	23-Nov-04
Treadmill with adjustable cushioning members	09/777141	05-Feb-01	6652424	25-Nov-03
Treadmill with Adjustable Cushioning Members	09/437387	10-Nov-99	6280362	28-Aug-01
Treadmill with Adjustable Cushioning Members	US03/037453	21-Nov-03		
COLLAPSIBLE RIDER EXERCISER	08/594846	31-Jan-96	5695435	09-Dec-97
RIDING-TYPE EXERCISE MACHINE	08/382342	01-Feb-95	5695434	09-Dec-97

Title	App. No.	Filing Date	Patent Number	Issue Date
RIDING TYPE EXERCISE MACHINE	2150593	31-May-95	2150593	23-Jan-01
EXERCISE APPARATUS USING BODY WEIGHT RESISTANCE	08/382343	01-Feb-95	5733229	31-Mar-98
PORTABLE REORIENTING TREADMILL	08/594271	30-Jan-96	5676624	14-Oct-97
CABINET TREADMILL WITH DOOR	08/593800	30-Jan-96	5743833	28-Apr-98
INCLINATION MECHANISM FOR A TREADMILL	08/539249	05-Oct-95	5607375	04-Mar-97
TREADMILL WITH UPPER BODY SYSTEM	08/189582	31-Jan-94	5595556	21-Jan-97
CABINET TREADMILL WITH HANDLE	08/593794	30-Jan-96	5702325	30-Dec-97
LEG AND UPPER BODY EXERCISER	08/534084	26-Sep-95	5569128	29-Oct-96
COMBINED STEP BENCH AND SLIDE EXERCISER	29/030500	31-Oct-94	D370949	18-Jun-96
ADJUSTABLE INCLINE SYSTEM FOR EXERCISE EQUIPMENT	08/353930	12-Dec-94	5591106	07-Jan-97
AEROBIC AND ANAEROBIC EXERCISE MACHINE	08/412096	28-Mar-95	5722922	03-Mar-98
ADJUSTABLE INCLINE SYSTEM FOR EXERCISE EQUIPMENT	08/481554	07-Jan-95	5626538	06-May-97
USER-PROGRAMMABLE COMPUTERIZED CONSOLE FOR EXERCISE MACHINES	07/724732	02-Jul-91	5512025	30-Apr-96
PAIR OF ARCUATE CONSOLE SUPPORT ARMS FOR AN EXERCISE APPARATUS	29/095210	19-Oct-98	D412953	17-Aug-99



Title	App. No.	Filing Date	Patent Number	Issue Date
ARCUATE CONSOLE SUPPORT ARM ASSEMBLY WITH TRIANGULAR HANDRAILS	29/095219	19-Oct-98	D416596	16-Nov-99
ABDOMINAL EXERCISER	29/089622	19-Jun-98	D413948	14-Sep-99
Methods for providing an improved exercise device with access to motivational programming over telephone communication connection lines	11/132740	18-May-05		
Systems & Methods for Controlling the Operations of One or More Exercise Devices and Providing Motivational Programming	10/674911	29-Sep-03		
Systems & Methods for Controlling the Operation of One or More Exercise Devices and Providing Motivational Programming	US04/031544	27-Sep-04		
System for Interaction with Exercise Device	03107532.7	16-Oct-03		
Systems & Methods for Interaction With Exercise Device	03103914.4	03-Jun-03		
Two-way communication system	04109423.4	30-Nov-04		
Systems & Methods for Enabling Two-Way Communication Between One or More Exercise Devices & Computer Devices & For Enabling Users of the One or More Exercise Devices to Competitively Exercise	02809214.7	31-Oct-03		
Systems & Methods for Controlling the Operations of One or More Exercise Devices and Providing Motivational Programming	10/674911	29-Sep-03		
Systems & Methods for providing an improved exercise device with motivational programming	09/349608	08-Jul-99	6312363	06-Nov-01

Title	App. No.	Filing Date	Patent Number	Issue Date
Systems & methods for enabling two-way communication between one or more exercise devices & computer devices & for enabling users of the one or more exercise devices to competitively exercise	09/947193	05-Sep-01		
System for interaction with exercise device	01809629.8	26-Mar-01		
Systems and Methods for Providing an Improved Exercise Device with Motivational Programming - EPO	00921857.9	07-Apr-00		
System for interaction with exercise device	01924323.7	26-Mar-01		
Systems and Methods for Providing an Improved Exercise Device with Motivational Programming - China	00810090.X	08-Jan-01		
Systems & Methods for providing an improved exercise device with access to motivational programming over telephone communication connection lines	10/106842	26-Mar-02	6918858	19-Jul-05
Methods & Systems for Controlling an Exercise Apparatus Using a Portable Remote Device	01821696.X	02-Jul-03		
Systems & Methods for Controlling an Exercise Apparatus Using a Portable Remote Device	04103776.0	27-May-04		
Systems and Methods for Interaction with Exercise Device CONFIRMATION #7259 patent term adjustment is 30 days	09/641220	18-Aug-00	6458060	01-Oct-02
Systems & Methods for Interaction with Exercise Machine	01924665.1	04-Apr-01		
Systems & Methods for Controlling an Exercise Apparatus Using a Portable Remote Device	01933338.4	15-May-01		

Title	App. No.	Filing Date	Patent Number	Issue Date
System & methods for providing an improved exercise device with motivational programming	09/933701	20-Aug-01	6626799	30-Sep-03
Systems & Methods for Interaction with Exercise Device	01814297.4	04-Apr-01		
Methods and Systems for Controlling an Exercise Apparatus Using a Portable Remote Device	09/776410	02-Feb-01		
Systems & Methods for Providing an Improved Exercise Device With Motivational Programming	02106914.8	07-Apr-00		
One touch lift access	02786499.0	17-Feb-04		
One touch lift access	02828616.2	22-Sep-04		
Treadmill belt safety mechanism	10/795731	08-Mar-04		
Inclining tread apparatus	02810950.3	28-Nov-03		
Inclining tread apparatus	02756299.0	26-Jun-02		
Hiking Exercise apparatus	09/496569	02-Feb-00	6761667	13-Jul-04
Inclining tread apparatus	09/967870	28-Sep-01	6730002	04-May-04
System & method for selective adjustment of exercise apparatus CONFIRMATION #6408	09/496560	02-Feb-00	6447424	10-Sep-02
System & method for selective adjustment of exercise apparatus	09/907846	18-Jul-01		
System and method for selective adjustment of exercise apparatus	11/113921	25-Apr-05		
Low-Profile Folding Motorized Treadmill- EPO	01909101.6	09-Feb-01		
Low-profile folding, motorized treadmill ***CONFIRMATION #1983***	09/527042	16-Mar-00	6471622	29-Oct-02
Low-Profile Folding Motorized Treadmill- China	01805220.7	09-Feb-01		
Low-profile folding, motorized treadmill	03105096.9	15-Jul-03		

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Title	App. No.	Filing Date	Patent Number	Issue Date
Folding treadmill	02703288.7	30-Jan-02		
Folding Treadmill	09/775309	01-Feb-01	6830540	14-Dec-04
Folding treadmill	02804355.3	30-Jul-03		
Selectively Dynamic Exercise Platform	09/737392	15-Dec-00		
Knurled Flashlight Grip CONFIRMATION #7807	29/140322	13-Apr-01	D450872	20-Nov-01
Illumination device having multiple light sources	09/835070	13-Apr-01	6623140	23-Sep-03
Flashlight CONFIRMATION #4700	29/139744	13-Apr-01	D452338	18-Dec-01
Treadmill Deck CONFIRMATION #4711	29/140256	13-Apr-01	D453948	26-Feb-02
Treadmill deck CONFIRMATION #4717	29/140250	13-Apr-01	D453543	12-Feb-02
Method And Apparatus For Treadmill With Frameless Treadbase	09/947938	06-Sep-01	6743153	01-Jun-04
Method And Apparatus For Treadmill With Frameless Treadbase	02741944.9	21-Oct-03		
Method And Apparatus For Treadmill With Frameless Treadbase	02808814.X	24-Oct-03		
Treadmill With Deck Having Cushioned Sides	09/940691	27-Aug-01	6786852	07-Sep-04
Treadmill Deck With Cushioned Sides	02810939.2	28-Nov-03		
Elliptical Exercise Device with Leaf Spring Supports	09/943741	30-Aug-01	6875160	05-Apr-05
Exercise Machine With Dual, Cooperating Weight Stacks	09/990178	21-Nov-01		
Exercise Device With Centrally Mounted Resistance Rod ***CONFIRMATION #4082***	10/173515	14-Jun-02		
Exercise device with resistance mechanism having a pivoting arm and a resistance member	10/340562	10-Jan-03	6685607	03-Feb-04
Exercise apparatus with differential arm resistance assembly	11/095819	30-Mar-05		
Exercise device with body fat monitor	10/377296	28-Feb-03		

Title	App. No.	Filing Date	Patent Number	Issue Date
Exercise device with body fat monitor	US03/034202	28-Oct-03		
Incline trainer	10/733684	11-Dec-03		
Incline trainer	US04/040464	03-Dec-04		
Weight lifting system with internal cam mechanism	10/685342	13-Oct-03		
Weight lifting system with internal cam mechanism	US04/004471	18-Feb-04		
Cushioning treadmill	10/754167	09-Jan-04		
Exercise device with single resilient elongate rod & weight selector controller	10/968250	19-Oct-04		
Exercise device with centrally mounted resistance rod and automatic weight selector apparatus	US04/004470	18-Feb-04		
Exercise device with centrally mounted resistance rod and automatic weight selector apparatus	10/647729	25-Aug-03		
Exercise device with elongate flexible member	29/188977	27-Aug-03	D507311	12-Jul-05
Modular storage cabinet	10/683884	10-Oct-03		
Treadmill with moveable console	10/754166	09-Jan-04		
Partially stabilized exercise device	10/718005	19-Nov-03		
Elliptical exercise machine with integrated anaerobic exercise system	10/916684	11-Aug-04		
Repetition sensor in exercise equipment	10/916687	11-Aug-04		
Variable Resistance Exercise Device	08/399200	06-Mar-95	5762584	09-Jun-98
Variable Resistance Exercise Device	08/148066	03-Nov-93	5409435	25-Apr-95
Back Exercise Apparatus	29/041842	30-Jun-95	D380024	17-Jun-97
Exercise Treadmill	29/023606	27-May-94	D360915	01-Aug-95
Stabilizing Belt for Cross-Country Skiing Exercise Apparatus	07/990883	16-Dec-92	5387168	07-Feb-95

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Title	App. No	Filing Date	Patent Number	Issue Date
Downhill Skiing Exercise Machine	07/892173	02-Jun-92	5374228	20-Dec-94
Recumbent Exercise Bicycle	29/008187	21-May-93	D353422	13-Dec-94
Rowing Machine Exerciser	29/935213	26-Aug-92	D352534	15-Nov-94
Cross-Country Ski Simulator Exerciser Patent D351435	29/695754	06-May-91	D351435	11-Oct-94
Exercise Apparatus with Turntables and Pivoting Poles	07/936082	26-Aug-92	5344376	06-Sep-94
Physical Exerciser	29/936534	26-Aug-92	D349931	23-Aug-94
Strength Training Bench	29/846395	06-Mar-92	D347251	24-May-94
Combination Chair and Exercise Unit	29/998875	29-Dec-92	D342106	07-Dec-93
ROTATION-ACTIVATED RESISTANCE DEVICE	07/808675	13-Dec-91	5147265	15-Sep-92
Combination Chair and Exercise Unit	07/500517	28-Mar-90	5090694	25-Feb-92
Exercise Rowing Machine	29/735457	25-Jul-91	D337799	27-Jul-93
Executive Style Desk Chair for Strength Training	29/695767	06-May-91	D337666	27-Jul-93
Multi - Purpose Torso Exercise Apparatus	29/751693	29-Aug-91	D337361	13-Jul-93
Back Therapy Apparatus	29/735453	25-Jul-91	D336498	15-Jun-93
Cross Country Ski Simulator Exerciser	29/695752	06-May-91	D335905	25-May-93
Exercise Method and Apparatus	08/635075	19-Apr-96	5810698	22-Sep-98
Housing for a Resistance Unit on an Exercise Machine	29/575996	31-Aug-90	D335511	11-May-93
AEROBIC SKI EXERCISER	29/063088	26-Nov-96	D425940	30-May-00

Title	App. No	Filing Date	Patent Number	Issue Date
VARIABLE RESISTANCE EXERCISE DEVICE	08/242306	13-May-94	6027429	22-Feb-00
Treadmill with Variable Upper Body Resistance Loading	07/837249	14-Feb-92	5171196	15-Dec-92
RESISTANCE INDICATOR FOR FRICTIONALLY RESISTANT EXERCISE DEVICE	06/856192	28-Apr-86	4728102	01-Mar-88
VARIABLE INCLINE FOLDING EXERCISER	08/740929	05-Nov-96	5830114	03-Nov-98
EXERCISE APPARATUS	10/010780	06-Dec-01	6712740	30-Mar-04
Exercise Apparatus CONFIRMATION #1122	09/379307	23-Aug-99	6387020	14-May-02
Exercise Apparatus	00955447.8	18-Aug-00		
Exercise apparatus	10084523.1	18-Aug-00		
Exercise Apparatus	03101066.4	14-Feb-03		
Standing Abdominal Exercise Apparatus CONFIRMATION #7811	09/437317	10-Nov-99	6422980	23-Jul-02
Exercise Apparatus	20022662.2	18-Aug-00	20022662.2	07-Mar-02
Calf Exercise Apparatus	09/437316	10-Nov-99	6171219	09-Jan-01
Exercise Apparatus Having Single Tower and Support	29/111019	21-Sep-99	D428949	01-Aug-00
Squat Exercise Apparatus CONFIRMATION #5583	09/395193	14-Sep-99	6251052	26-Jun-01
Cable Crossover Exercise Apparatus - China	00812017.X	12-Sep-00		
Cable Crossover Exercise Apparatus	US03/010029	02-Apr-03		
Cable Crossover Exercise Apparatus - Japan	2001-523089	12-Sep-00		
Cable Crossover Exercise Apparatus CONFIRMATION #5584	09/395194	14-Sep-99	6238323	29-May-01
Cable Crossover Exercise Apparatus	10084518.5	12-Sep-00		
Cable Crossover Exercise Apparatus	00961327.4	12-Sep-00		
Cable Crossover Exercise Apparatus	10/261546	30-Sep-02		

Title	App. No	Filing Date	Patent Number	Issue Date
Cable Crossover Exercise Apparatus	73295/00	12-Sep-00	765635	08-Jan-04
Cable Crossover Exercise Apparatus	03123470.4	14-May-03		
Cable Crossover Exercise Apparatus	02108888.6	14-Sep-00		
Cable Crossover Exercise Apparatus CONFIRMATION #4662	09/864246	25-May-01	6458061	01-Oct-02
Cable Crossover Exercise Apparatus	20022661.4	12-Sep-00	20022661.4	07-Mar-02
Cable Crossover Exercise Apparatus	10/358993	05-Feb-03		
Quad/Hamstring Exercise Apparatus **CONFIRMATION 7812**	09/437318	10-Nov-99	6296594	02-Oct-01
Exercise apparatus with sliding pulley	10/205787	26-Jul-02	6770015	03-Aug-04
Exercise apparatus with sliding pulley	03138290.8	26-May-03		
Exercise apparatus with sliding pulley	04104276.3	14-Jun-04		
Incline assembly with cam	10/788799	27-Feb-04		
Striding Exerciser	08/657632	30-May-96	5720698	24-Feb-98

**Patents Pending with U.S. Patent  
and Trademark Office**

Title	App. No	Filing Date
REORIENTING TREADMILL WITH LATCH Re-examination of patent 5,662,557	90/005116	25-Sep-98
Fold-Out Treadmill	2297006	03-Sep-98
REORIENTING TREADMILL	08/942810	02-Oct-97
Treadmill with Adjustable Cushioning Members		21-Nov-03
Treadmill with Adjustable Cushioning Members		21-Nov-03
PORTABLE REORIENTING TREADMILL Re-examination of patent 5,676,624	90/005117	25-Sep-98



Title	App. No.	Filing Date
Systems & Methods for Interaction With Exercise Machine	04101643.5	05-Mar-04
System for Interaction with Exercise Device	03107532.7	16-Oct-03
Portable MP3 Units (Poor Man's IFIT)***NON PUBLICATION REQUESTED***	10/856676	28-May-04
Systems & Methods for Enabling Two-Way Communication Between One or More Exercise Devices & Computer Devices & For Enabling Users of the One or More Exercise Devices to Competitively Exercise	2002322844	30-Sep-03
Systems & Methods for Enabling Two-Way Communication Between One or More Exercise Devices & Computer Devices & For Enabling Users of the One or More Exercise Devices to Competitively Exercise	2004/001264	10-Feb-04
Systems & methods for enabling two-way communication between one or more exercise devices & computer devices & for enabling users of the one or more exercise devices to competitively exercise	CA 2446674	31-Jul-02
System for interaction with exercise device	2418635	26-Mar-01
Systems and Methods for Providing an Improved Exercise Device with Motivational Programming	2378156	07-Apr-00
Systems & Methods for Controlling an Exercise Apparatus Using a Portable Remote Device	0115716-7	28-May-03
Computer Systems and Methods for Interaction with Exercise Device	09/641600	18-Aug-00
Systems & Methods for Interaction with Exercise Device	2418203	04-Apr-01
System for interaction with exercise device	09/641627	18-Aug-00
Low-Profile Folding Motorized Treadmill- Brazil	0108808-4	09-Feb-01

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Title	App. No.	Filing Date
Low-Profile Folding, Motorized Treadmill	CA 2400547	09-Feb-01
Low-profile folding motorized treadmill	03102986.9	26-Apr-03
Folding treadmill	0206773-0	29-Jul-03
Folding Treadmill	CA 2436751	30-Jan-02
Folding Treadmill	04102536.3	08-Apr-04
METHOD AND APPARATUS FOR TREADMILL WITH FRAMELESS TREADBASE	10/804715	19-Mar-04
Method And Apparatus For Treadmill With Frameless Treadbase	2445820	11-Jun-02
Method And Apparatus For Treadmill With Frameless Treadbase	2002315011	30-Sep-03
Method And Apparatus For Treadmill With Frameless Treadbase	0209311-1	30-Oct-03
Method And Apparatus For Treadmill With Frameless Treadbase	2004/001884	27-Feb-04
Progressive heart rate monitor display	10/367117	14-Feb-03
Cushioned elliptical exerciser	10/369207	19-Feb-03
Exercise device with single resilient elongate rod and weight selector controller	US05/027676	04-Aug-05
Partially stabilized exercise device with valve mechanism	11/182174	15-Jul-05
Exercise system handle	29/211799	20-Aug-04
Exercise system shield	29/211777	20-Aug-04
Cable Crossover Exercise Apparatus	2376705	12-Sep-00
Cable Crossover Exercise Apparatus	03718153.4	02-Apr-03
Cable crossover exercise apparatus with lateral arm movement	11/178715	11-Jul-05
Cable cross exercise apparatus with lateral arm movement	60/692412	21-Jun-05
METHOD AND SYSTEM FOR VARYING STRIDE IN AN ELLIPTICAL EXERCISE MACHINE	11/107375	14-Apr-05

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Title	App. No.	Filing Date
BREAKAWAY OR FOLDING ELLIPTICAL EXERCISE MACHINE	11/155328	16-Jun-05