

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Power Plate North America, Inc.	03/13/2007
RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10946265
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Angela Alvarez Sujek - Bodman LLP
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NAME OF SUBMITTER:	Angela Alvarez Sujek

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Total Attachments: 35
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of March 13, 2007 between POWER PLATE NORTH AMERICA, INC., a Delaware corporation as successor in interest to PPNA ACQUISITION LLC, a Delaware limited liability company by way of joinder (the "Debtor") and COMERICA BANK, a Michigan banking corporation (the "Secured Party").

RECITALS

WHEREAS, the Debtor has entered into that certain Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") among POWER PLATE INTERNATIONAL, a Delaware general partnership ("Holdings"), the Debtor, POWER PLATE INTERNATIONAL LTD., a limited liability company organized and existing under the laws of England and Wales ("Power Plate-UK"), PPI ACQUISITION B.V., a private company (*besloten vennootschap*) with limited liability (*bepaalde aansprakelijkheid*) organized and existing under the laws of The Netherlands ("Power Plate Netherlands", and together with the Debtor and Power Plate-UK, the "Companies"), and the Secured Party, providing for the Secured Party to extend loans and other financial accommodations to the Debtor on the terms and conditions set forth therein; and

WHEREAS, to induce the Secured Party to enter into the Credit Agreement and extend loans and other credit thereunder and under the promissory note dated the date of this Agreement in the principal amount of \$2,450,000 from Debtor to Secured Party (the "Power Plate North America Note"), the Debtor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for all Indebtedness under the Credit Agreement, the Notes issued thereunder and the other Loan Documents (the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein without definition and defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Account Debtor" means "account debtor," as such term is defined in the Uniform Commercial Code.

"Act" shall have the meaning ascribed thereto in Section 4.8 hereof.

"Accounts" means any "account," as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, "supporting obligations" and "health-care-insurance receivables" as such terms are defined in the Uniform Commercial Code and the unpaid portion of the obligation of a customer of Debtor in respect of Inventory purchased by and shipped to such customer and/or the rendition of services by Debtor, as stated on the respective invoice of Debtor, net of any credits, rebates or offsets owed to such customer.

“Bank Agency Agreement” shall have the meaning ascribed thereto in Section 4.5 hereof.

“Blocked Accounts” shall have the meaning ascribed thereto in Section 4.5 hereof.

“Certificated Securities” means “certificated securities,” as such term is defined in the Uniform Commercial Code.

“Chattel Paper” means any “chattel paper,” as such term is defined in the Uniform Commercial Code.

“Collateral” shall have the meaning ascribed thereto in Section 3 hereof.

“Collecting Banks” shall have the meaning ascribed thereto in Section 4.5 hereof.

“Commercial Tort Claims” means “commercial tort claims,” as such term is defined in the Uniform Commercial Code.

“Contracts” means all contracts, undertakings, or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

“Control” means the manner in which “control” is achieved under the Uniform Commercial Code with respect to a particular item of Collateral.

“Copyrights” means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule III attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Deposit Accounts” means all “deposit accounts,” as such term is defined in the Uniform Commercial Code, now or hereafter held in the name of Debtor.

“Depository Account” shall have the meaning ascribed thereto in Section 4.5 hereof.

“Documents” means any “documents,” as such term is defined in the Uniform Commercial Code, and shall include, without limitation, all documents of title, bills of lading or other receipts evidencing or representing Inventory or Equipment.

“Equipment” means any “equipment,” as such term is defined in the Uniform Commercial Code, and, in any event, shall include, Motor Vehicles.

“Fixtures” means “fixtures,” as such term is defined in the Uniform Commercial Code.

“General Intangibles” means any “general intangibles,” as such term is defined in the Uniform Commercial Code, and, in any event, shall include, without limitation, Payment Intangibles, Software, and all right, title and interest in or under all Contracts, models, drawings, materials and Records, claims, literary rights, goodwill, rights of performance, Copyrights, Trademarks, Patents, warranties, rights under insurance policies and rights of indemnification.

“Goods” means any “goods,” as such term is defined in the Uniform Commercial Code, including, without limitation, Equipment, Fixtures and embedded Software to the extent included in any of the foregoing.

“Instruments” means any “instrument,” as such term is defined in the Uniform Commercial Code, and shall include, without limitation, promissory notes, drafts, bills of exchange, trade acceptances, Lender Letters of Credit and other letters of credit, Letter-of-Credit Rights and Chattel Paper.

“Inventory” means any “inventory,” as such term is defined in the Uniform Commercial Code.

“Investment Property” means any “investment property,” as such term is defined in the Uniform Commercial Code, and shall include, without limitation, Certificated Securities and Uncertificated Securities.

“Letter-of-Credit Rights” means “letter-of-credit rights,” as such term is defined in the Uniform Commercial Code.

“Motor Vehicles” means motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership (other than any of the foregoing owned by the Debtor, Holdings or any Subsidiary of the Debtor not having a market value in excess of \$25,000 in the aggregate).

“Patents” means any patents, patent licenses and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents, patent licenses and patent applications listed on Schedule IV attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Payment Intangibles” means “payment intangibles,” as such term is defined in the Uniform Commercial Code.

“Proceeds” means “proceeds,” as such term is defined in the Uniform Commercial Code and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the

Collateral by any governmental body, authority, bureau or agency (or any Person acting under color of governmental authority), and (c) any and all other amounts from time to time paid or payable under, in respect of or in connection with any of the Collateral.

“Record” means “record,” as such term is defined in the Uniform Commercial Code.

“Representative” means any Person acting as agent, representative or trustee on behalf of the Secured Party from time to time.

“Software” means all “software,” as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor, other than software embedded in any category of Goods, including, without limitation, all computer programs and all supporting information provided in connection with a transaction related to any program.

“Trademarks” means any trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, other business identifiers, all registrations (together with any reissues, continuations or extensions thereof), and all applications therefor and renewals thereof, including, without limitation, the trademark registrations and applications listed in Schedule V attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Uncertificated Securities” means “uncertificated securities,” as such term is defined in the Uniform Commercial Code.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect from time to time in the State of Michigan; provided, that to the extent that the Uniform Commercial Code is used to define any term herein or in any Note Document and such term is defined differently in different Articles or Divisions of the Uniform Commercial Code, the definition of such term contained in Article or Division 9 shall govern.

Section 2. Representations, Warranties and Covenants of the Debtor. After giving effect to the Credit Agreement, the Debtor represents and warrants to, and covenants with, the Secured Party, for the benefit of the Secured Party, as follows:

(a) the Debtor has rights in and the power to transfer the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof (subject, with respect to after-acquired Collateral, to the Debtor’s acquiring the same) and no Liens other than Permitted Liens exist or will exist upon such Collateral at any time;

(b) this Agreement is effective to create in favor of the Secured Party, for the benefit of the Secured Party, a valid security interest in and Lien upon all of the Debtor’s right, title and interest in and to the Collateral, and, upon the filing of appropriate Uniform Commercial Code financing statements in the jurisdictions listed on Schedule I attached hereto such security interest will be duly perfected in all the Collateral (other than Instruments not constituting Chattel Paper), and upon delivery of the Instruments to the Secured Party or its Representative,

duly indorsed by the Debtor or accompanied by appropriate instruments of transfer duly executed by the Debtor, the security interest in the Instruments will be duly perfected;

(c) all of the Equipment, Inventory and Goods owned by the Debtor are located at the places as specified on Schedule I attached hereto, as such Schedule I may be updated as required pursuant to clause (e) below. Except as disclosed on Schedule I, none of the Collateral is in the possession of any bailee, warehousemen, processor or consignee. Schedule I discloses the Debtor's name as of the date hereof as it appears in official filings in the state of its incorporation, formation or organization, the type of entity of the Debtor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by the Debtor's state of incorporation, formation or organization (or a statement that no such number has been issued), the Debtor's federal employer identification number, state of incorporation, formation or organization and the chief executive office and the office where the Debtor keeps its books and records. The Debtor has only one state of incorporation, formation or organization. The Debtor (including any Person acquired by the Debtor) does not do business and has not done business during the past five (5) years under any trade name or fictitious business name except as disclosed on Schedule II attached hereto;

(d) except as set forth on Schedules III, IV and V, respectively, no material Copyrights, Patents or Trademarks listed on Schedules III, IV and V, respectively (as any such Schedule III, IV or V may be updated as required pursuant to clause (e) below), if any, have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting. To the Debtor's knowledge, after a search of the public records and other due inquiry, each of such material Copyrights, Patents and Trademarks is valid and enforceable. Except as set forth on Schedules III, IV and V, respectively, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Copyrights, Patents and Trademarks, identified on Schedules III, IV and V, respectively (as any such Schedule III, IV or V may be updated as required pursuant to clause (e) below), free and clear of any Liens other than Permitted Liens, including without limitation licenses, shop rights and covenants by the Debtor not to sue third persons. The Debtor has adopted, used and is currently using, or has a current bona fide intention to use, all of such Trademarks. The Debtor has no notice of any suits or actions commenced or threatened with reference to the Copyrights, Patents or Trademarks that is material to the operation of Debtor's business and no suits or actions have been commenced or, to Debtor's knowledge, threatened with reference to the Copyrights, Patents or Trademarks owned by Debtor which would result in a Material Adverse Effect;

(e) the Debtor agrees to deliver to the Secured Party updated Schedules I, II III, IV, V, VI and/or VII within fifteen (15) Business Days of any change thereto;

(f) all Deposit Accounts and other accounts maintained by the Debtor are described on Schedule VI hereto, as such Schedule VI may be updated as required pursuant to this clause (f), which description includes for each such account the name of the Debtor maintaining such account, the name, address and telephone and facsimile numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account. The Debtor shall not open any new accounts unless the Debtor shall have given the Secured Party ten (10) Business Days' prior written notice of its intention to open any such new accounts. The Debtor shall deliver to the Secured Party a revised version of Schedule VI

showing any changes thereto within five (5) Business Days of any such change. The Debtor hereby authorizes the financial institutions at which the Debtor maintains an account to provide the Secured Party with such information with respect to such account as the Secured Party from time to time reasonably may request, and the Debtor hereby consents to such information being provided to the Secured Party;

(g) the Debtor does not own any Commercial Tort Claims except for those disclosed on Schedule VII hereto; and

(h) None of the Equipment (other than Motor Vehicles owned by the Debtor, Holdings or any Subsidiary of the Debtor not having a market value in excess of \$200,000 in the aggregate) is covered by any certificate of title.

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Debtor hereby pledges and grants to the Secured Party, its successors and assigns, for the benefit of the Secured Party, a Lien on and continuing security interest in and to all of the Debtor's right, title and interest in all personal property, whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence or acquired and wherever located, except for the assets of any foreign subsidiaries existing as of the date hereof or formed or acquired hereafter, (all being collectively referred to herein as "Collateral"), including, without limitation:

- (a) all Instruments, together with all payments thereon or thereunder;
- (b) all Accounts;
- (c) all Inventory;
- (d) all General Intangibles;
- (e) all Equipment;
- (f) all Documents;
- (g) all Contracts;
- (h) all Goods;
- (i) all Investment Property;
- (j) all Deposit Accounts, including, without limitation, the balance from time to time in all bank accounts maintained by the Debtor;
- (k) Commercial Tort Claims, including, without limitation, those specified on Schedule VII attached hereto; and

(l) all other tangible and intangible property of the Debtor, including, without limitation, all Proceeds, tort claims, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the property of the Debtor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon, insurance claims and all rights, claims and benefits against any Person relating thereto), other rights to payments not otherwise included in the foregoing and all books, correspondence, files, Records, invoices and other papers, including without limitation all tapes, cards, computer runs, computer programs, computer files and other papers, documents and Records in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

The Debtor shall give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of the Secured Party or its Representative) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Secured Party or its Representative to exercise and enforce the rights of the Secured Party hereunder with respect to such pledge and security interest, provided that notices to Account Debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause 4.1(d) below. Notwithstanding the foregoing, the Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that describe the Collateral as "all assets whether now owned or hereafter acquired" or words of similar effect that the Secured Party may determine in its sole discretion is necessary or prudent to ensure the perfection of the security interest in the Collateral. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

The security interest granted under this Section 3 shall not attach to (i) any lease, license, contract, property right or agreement to which the Debtor is a party or any of the Debtor's rights or interests thereunder if and for so long as the grant of such security interest would constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the Debtor to, a breach or termination of or a default under, any such lease, license, contract, property right or agreement to which the Debtor is a party (only to the extent that any such lease, license, contract, property right or agreement or term therein would not be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including, without limitation, the Bankruptcy Code) or principles of equity); provided, however, that the security interest granted herein shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination or default shall be remedied, and, to the extent severable, such security interest shall attach immediately to any portion of such lease, license, contract, property right or agreement that would not constitute or result in any of the consequences specified above or (ii) thirty-four percent (34%) of the voting equity securities of any foreign Subsidiary of the Debtor if and for so long as the grant of such security interest would subject the Debtor to a tax on the earnings and profits of such foreign Subsidiary under Section 956 of the Code.

Section 4. Covenants; Remedies. In furtherance of the grant of the pledge, security interest and Lien pursuant to Section 3 hereof, the Debtor hereby agrees with the Secured Party for the benefit of the Secured Party, as follows:

4.1 Delivery and Other Perfection; Maintenance, Etc.

(a) Delivery of Instruments, Documents, Etc. The Debtor shall deliver and pledge to the Secured Party or its Representative any and all Instruments, negotiable Documents, Chattel Paper and Certificated Securities (accompanied by assignments separate from certificate executed in blank) duly indorsed and/or accompanied by such instruments of assignment and transfer executed by the Debtor in such form and substance as the Secured Party or its Representative may request; provided, that so long as no Event of Default shall have occurred and be continuing, the Debtor may retain for collection in the ordinary course of business any Instruments, negotiable Documents and Chattel Paper received by the Debtor in the ordinary course of business, and the Secured Party or its Representative shall, promptly upon request of the Debtor, make appropriate arrangements for making any other Instruments, negotiable Documents and Chattel Paper pledged by the Debtor available to the Debtor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Secured Party or its Representative, against trust receipt or like document). If the Debtor retains possession of any Chattel Paper, negotiable Documents or Instruments pursuant to the terms hereof, such Chattel Paper, negotiable Documents and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Comerica Bank, as secured party, for the benefit of itself."

(b) Books and Records. The Debtor shall maintain at its own cost and expense complete and accurate books and records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Upon the occurrence and during the continuation of any Event of Default, the Debtor shall deliver and turn over any such books and Records (or true and correct copies thereof) to the Secured Party or its Representative at any time on demand. The Debtor shall permit any representative of the Secured Party to inspect such books and Records, at any time during reasonable business hours after the occurrence and during the continuance of an Event of Default and at reasonable intervals during reasonable business hours at all other times, and will provide photocopies thereof at the Debtor's expense to the Secured Party upon request of the Secured Party.

(c) Motor Vehicles. The Debtor shall, promptly upon the request of the Secured Party or its Representative, cause the Secured Party to be listed as the lienholder on each certificate of title or ownership covering any items of Equipment, including Motor Vehicles.

(d) Notice to Account Debtors; Verification. (i) Upon the occurrence and during the continuance of any Event of Default, upon request of the Secured Party or its Representative, the Debtor shall promptly notify (and the Debtor hereby authorizes the Secured Party and its Representative to so notify) each Account Debtor in respect of any Accounts or Instruments or other Persons obligated on the Collateral that such Collateral has been assigned to the Secured Party hereunder, and that any payments due or to become due in respect of such Collateral are to

be made directly to the Secured Party and (ii) the Secured Party and its Representative shall have the right at any time or times to make direct verification with the Account Debtors or other Persons obligated on the Collateral of any and all of the Accounts or other such Collateral.

(e) Intellectual Property. The Debtor represents and warrants that the Copyrights, Patents and Trademarks listed on Schedules III, IV and V, respectively, constitute all of the registered, pending, and material unregistered Copyrights, issued and pending Patents and registered, pending, and material unregistered Trademarks now owned by the Debtor. If, after the date hereof, the Debtor shall obtain rights to any issued Patents or applications for Patent, registrations or applications for Trademark, or registrations or applications for Copyright, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give to the Secured Party prompt written notice thereof. The Debtor hereby authorizes the Secured Party to modify this Agreement by amending Schedules III, IV and V, as applicable, to include any such Copyrights, Patents and Trademarks. The Debtor shall have the duty, to the extent commercially reasonable and material to the operations of the business of the Debtor, (i) to prosecute diligently any Patent, Trademark, or Copyright applications pending as of the date hereof or acquired by the Debtor hereafter, (ii) to make application on the Debtor's unpatented but patentable inventions and on Trademarks and Copyrights, (iii) to preserve and maintain all rights in the Copyrights, Patents and Trademarks, and (iv) to ensure that the Copyrights, Patents and Trademarks are and remain enforceable. Any expenses incurred in connection with the Debtor's obligations under this Section 4.1(e) shall be borne by the Debtor. The Debtor shall not abandon any right to file a Patent, Trademark or Copyright application, or abandon any pending or issued patent, or any application or registration for any Copyright or Trademark that is material to the operation of the Debtor's business without the written consent of the Secured Party, which consent shall not be unreasonably withheld. In the event that any Trademark, Copyright, Patent or other intellectual property owned by or exclusively licensed to the Debtor is infringed, misappropriated, or diluted by a third party and such infringement, misappropriation or dilution could reasonably be expected to have a Material Adverse Effect, the Debtor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its exclusive rights in such Trademark, Copyright, Patent or other intellectual property, including, but not limited to, where appropriate, the initiation of a suit for injunctive relief and to recover damages.

(f) Further Identification of Collateral. The Debtor will, when and as often as requested by the Secured Party or its Representative following the occurrence and during the continuance of an Event of Default and when and as often as reasonably requested by the Secured Party or its Representative at all other times, furnish to the Secured Party or its Representative, statements, schedules and other reports further identifying and describing the Collateral, all in reasonable detail.

(g) Investment Property. The Debtor will take any and all actions required or reasonably requested by the Secured Party, from time to time, to (i) cause the Secured Party to obtain exclusive Control of any Investment Property owned by the Debtor in a manner acceptable to the Secured Party and (ii) obtain from any issuers of Investment Property and such other Persons, for the benefit of the Secured Party, written confirmation of the Secured Party's Control over such Investment Property. For purposes of this Section 4.1(h), the Secured Party shall have exclusive Control of Investment Property if (i) such Investment Property consists of

Certificated Securities and the Debtor delivers such Certificated Securities to the Secured Party (with appropriate endorsements if such Certificated Securities are in registered form), (ii) such Investment Property consists of Uncertificated Securities and either (x) the Debtor delivers such Uncertificated Securities to the Secured Party or (y) the issuer thereof agrees, pursuant to documentation in form and substance satisfactory to the Secured Party, that it will comply with instructions originated by the Secured Party without further consent by the Debtor, and (iii) such Investment Property consists of security entitlements and either (x) the Secured Party becomes the entitlement holder thereof or (y) the appropriate securities intermediary agrees, pursuant to the documentation in form and substance satisfactory to the Secured Party, that it will comply with entitlement orders originated by the Secured Party without further consent by the Debtor.

(h) Intentionally Omitted.

(i) Commercial Tort Claims. The Debtor shall promptly notify the Secured Party of any Commercial Tort Claim acquired by it and unless otherwise consented to by the Secured Party, the Debtor shall enter into a supplement to this Agreement, granting to the Secured Party a Lien on and security interest in such Commercial Tort Claim.

4.2 Other Liens. The Debtor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Liens, and will defend the right, title and interest of the Secured Party in and to the Collateral and in and to all Proceeds thereof against the claims and demands of all Persons whatsoever.

4.3 Preservation of Rights. Whether or not any Event of Default has occurred or is continuing, the Secured Party and its Representative may, but shall not be required to, take any steps the Secured Party or its Representative deems necessary or appropriate to preserve any Collateral or any rights against third parties to any of the Collateral, including obtaining insurance of Collateral at any time when the Debtor has failed to do so, and the Debtor shall promptly pay, or reimburse the Secured Party for, all expenses incurred in connection therewith.

4.4 Name Change; Location; Bailees.

(a) Intentionally Omitted.

(b) Subject to the provisions contained in the Credit Agreement, the Debtor shall not (i) reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of the Secured Party or (ii) otherwise change its name, identity or entity type. The Debtor will notify the Secured Party promptly in writing prior to any change in Debtor's legal name as identified on Schedule I attached hereto.

(c) Except for the sale of Inventory in the ordinary course of business and except as expressly permitted in the Credit Agreement, the Debtor will keep the Collateral at the locations specified in Schedule I attached hereto. The Debtor will give the Secured Party no less than ten (10) Business Days' prior written notice of any change in the Debtor's chief place of business or of any new location for any of the Collateral.

(d) If any Collateral is at any time in the possession or control of any warehousemen, bailee, consignee or processor, the Debtor shall, upon the request of the Secured Party or its Representative, notify such warehousemen, bailee, consignee or processor of the Lien and security interest created hereby and shall instruct such Person to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions and shall obtain an acknowledgement from such warehousemen, bailee, consignee or processor that such Person holds the Collateral for Secured Party's benefit.

(e) The Debtor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Secured Party and agrees that it will not do so without the prior written consent of the Secured Party, subject to the Debtor's rights under Section 9-509(d)(2) of the Uniform Commercial Code.

(f) The Debtor shall not enter into any Contract that restricts or prohibits the grant to the Secured Party of a security interest in Accounts, Chattel Paper, Instruments or Payment Intangibles or the Proceeds of the foregoing.

4.5 Bank Accounts. Subject to Section 6.11 below:

(a) At the Secured Party's request, on or prior to the Execution Date, or at any time thereafter, the Secured Party and the Debtor shall enter into a bank agency agreement ("Bank Agency Agreement"), in a form specified by the Secured Party, with each financial institution with which the Debtor maintains from time to time any Deposit Accounts (general or special), which financial institutions are set forth on Schedule VI attached hereto. Pursuant to the Bank Agency Agreements and pursuant hereto, the Debtor grants and shall grant to the Secured Party a continuing Lien upon, and security interest in, all such Deposit Accounts and all funds at any time paid, deposited, credited or held in such accounts (whether for collection, provisionally or otherwise) or otherwise in the possession of such financial institutions, and each such financial institution shall act as the Secured Party's agent in connection therewith. Following the Execution Date, the Debtor shall not establish any Deposit Account with any financial institution unless prior thereto, at the request of the Secured Party, the Secured Party and the Debtor shall have entered into a Bank Agency Agreement with such financial institution.

(b) Upon the Secured Party's request at any time following the occurrence and during the continuance of an Event of Default, the Debtor shall establish lock-box or blocked accounts (collectively, "Blocked Accounts") in the Debtor's name with such banks as are acceptable to the Secured Party ("Collecting Banks"), subject to instructions in a form reasonably specified by the Secured Party, to which the Borrower shall use commercially reasonable efforts to cause the obligors of all Accounts to directly remit all payments on Accounts and in which the Debtor will immediately deposit all cash payments for Inventory or other cash payments constituting Proceeds of Collateral in the identical form in which such payment was made, whether by cash or check. In addition, the Secured Party may establish one or more depository accounts at each Collecting Bank or at a centrally located bank (collectively, the "Depository Account"). From and after receipt by any Collecting Bank of written notice from the Secured Party to such Collecting Bank that an Event of Default has occurred and is continuing, and until the Secured Party gives notice to such Collecting Bank that such Event of Default is no longer continuing, all

amounts held or deposited in the Blocked Accounts held by such Collecting Bank shall be transferred to the Depository Account. Subject to the foregoing, the Debtor hereby agrees that at such time as an Event of Default has occurred and is continuing, and until the Secured Party gives notice to such Collecting Bank that such Event of Default is no longer continuing, that all payments received by the Secured Party or any Lender whether by cash, check, wire transfer or any other instrument, made to such Blocked Accounts or otherwise received by the Secured Party or any Lender and whether in respect of the Accounts or as proceeds of other Collateral or otherwise will be the sole and exclusive property of the Secured Party for the benefit of the Secured Party. At such time that an Event of Default has occurred and is continuing, and until the Secured Party gives notice to such Collecting Bank that such Event of Default is no longer continuing, the Debtor, and any of its Affiliates, employees, agents and other Persons acting for or in concert with the Debtor shall, acting as trustee for the Secured Party, receive, as the sole and exclusive property of the Secured Party, any moneys, checks, notes, drafts or other payments relating to and/or Proceeds of Accounts or other Collateral which come into the possession or under the control of the Debtor or any Affiliates, employees, agent or other Persons acting for or in concert with the Debtor, and immediately upon receipt thereof, the Debtor or Persons shall deposit the same or cause the same to be deposited in kind, in a Blocked Account.

4.6 Events of Default, Etc. Subject to Section 6.11 below, during the period during which an Event of Default shall have occurred and be continuing:

(a) the Debtor shall, at the request of the Secured Party or its Representative, assemble the Collateral and make it available to the Secured Party or its Representative at a place or places designated by the Secured Party or its Representative which are reasonably convenient to the Secured Party or its Representative, as applicable, and the Debtor;

(b) the Secured Party or its Representative may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(c) the Secured Party shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Secured Party were the sole and absolute owner thereof (and the Debtor agrees to take all such action as may be appropriate to give effect to such right);

(d) the Secured Party or its Representative in its discretion, in the name of the Secured Party or in the name of the Debtor or otherwise, may demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(e) the Secured Party or its Representative may take immediate possession and occupancy of any premises owned, used or leased by the Debtor and exercise all other rights and remedies of an assignee which may be available to the Secured Party; and

(f) the Secured Party may, upon ten (10) Business Days' prior written notice to the Debtor of the time and place (which notice the Debtor hereby agrees is commercially reasonable notification for purposes hereof), with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Secured Party or its Representative, sell, lease, license, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Secured Party deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Secured Party or anyone else may be the purchaser, lessee, licensee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Debtor, any such demand, notice and right or equity being hereby expressly waived and released. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 4.6 shall be applied in accordance with Section 4.9 hereof.

4.7 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Debtor shall remain liable for any deficiency.

4.8 Private Sale. The Debtor recognizes that the Secured Party may be unable to effect a public sale of any or all of the Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Act"), and applicable state securities laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Collateral for their own account for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Secured Party shall be under no obligation to delay a sale of any of the Collateral to permit the Debtor to register such Collateral for public sale under the Act, or under applicable state securities laws, even if the Debtor would agree to do so. The Secured Party shall not incur any liability as a result of the sale of any such Collateral, or any part thereof, at any private sale provided for in this Agreement conducted in a commercially reasonable manner, and the Debtor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the

aggregate amount of the Obligations, even if the Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree.

The Debtor further agrees in a commercially reasonable manner to do or cause to be done all such other acts and things as may be necessary to make such sale or sales of any portion or all of any such Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales, all at the Debtor's expense, provided that the Debtor shall be under no obligation to take any action to enable any or all of such Collateral to be registered under the provisions of the Act. The Debtor further agrees that a breach of any of the covenants contained in this Section 4.8 will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 4.8 shall be specifically enforceable against the Debtor, and the Debtor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing.

4.9 Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Collateral, and any other cash at the time held by the Secured Party under this Agreement, shall be applied in accordance with Section 3C.5 of the Credit Agreement.

4.10 Attorney in Fact. The Debtor hereby irrevocably constitutes and appoints the Secured Party, with full power of substitution, subject to Section 6.11 below, as its true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the discretion of the Secured Party, for the purpose of carrying out the terms of this Agreement, to, upon the occurrence and during the continuance of an Event of Default, take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following upon the occurrence and during the continuance of any Event of Default:

(a) to ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any Collateral and, in the name of the Debtor or its own name or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of moneys due under any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(b) to pay or discharge charges or Liens levied or placed on or threatened against the Collateral (other than the Permitted Liens), to effect any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor;

(c) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due, and to become due thereunder, directly to the Secured Party or as the Secured Party shall direct, and to receive payment of and receipt for any and all moneys, claims and other amounts due, and to become due at any time, in respect of or arising out of any Collateral;

(d) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other Documents constituting or relating to the Collateral;

(e) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(f) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral;

(g) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;

(h) to the extent that the Debtor's authorization given in Section 3 of this Agreement is not sufficient, to file such financing statements with respect to this Agreement, with or without the Debtor's signature, or to file a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate, and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature; and

(i) generally to sell, transfer, pledge, make any agreement or filing with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owners thereof for all purposes, and to do, at the Secured Party's option and at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's Lien therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do.

The Debtor hereby ratifies, to the extent permitted by law, all that such attorneys lawfully do or cause to be done by virtue hereof. The power of attorney to be granted hereunder is a power coupled with an interest and shall be irrevocable until the Obligations are paid in full in cash and the Credit Agreement is terminated.

The Debtor also authorizes the Secured Party, at any time from and after the occurrence and during the continuation of any Event of Default, (x) to communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of the Debtor in and under the Contracts hereunder and other matters relating thereto and (y) to execute, in connection with any sale of Collateral provided for in Section 4.5 hereof, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

4.11 Perfection. Subject to Section 6.11 below, the Debtor shall promptly:

(a) at the Secured Party's request, deliver to the Secured Party or its Representative the originals of all Instruments together with, in the case of Instruments constituting promissory notes, allonges attached thereto showing such promissory notes to be payable to the order of a blank payee;

(b) at the Secured Party's request, deliver to the Secured Party or its Representative the originals of all Motor Vehicle titles, duly indorsed indicating the Secured Party's interest therein as lienholder;

(c) at Secured Party's request, deliver to the Secured Party or its Representative instruments representing or evidencing all Investment Property, in suitable form for transfer by delivery or accompanied by applicable indorsements, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party; and

(d) take any other action or do any other thing reasonably required by Secured Party or its Representative so that Secured Party shall have a perfected security interest in the Collateral, subject only to Permitted Liens.

4.12 Termination. This Agreement and the Liens and security interests granted hereunder shall not terminate until the termination of the Credit Agreement and the full and complete performance and satisfaction of all the Obligations (other than contingent indemnification obligations to the extent no unsatisfied claim giving rise thereto has been asserted), whereupon the Secured Party shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral to or on the order of the Debtor. The Secured Party shall also execute (to the extent required pursuant to applicable law) and deliver to the Debtor upon such termination, or upon any sale, assignment, lease, conveyance, transfer or other disposition of Property permitted under the Credit Agreement and constituting Collateral hereunder, such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles (if any) and such other documentation as shall be reasonably requested by the Debtor to effect the termination and release of the Liens and security interests in favor of the Secured Party affecting the Collateral or portion thereof, as appropriate.

4.13 Further Assurances. (a) At any time and from time to time, upon the written request of the Secured Party or its Representative, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver any and all such further instruments, documents and agreements and take such further actions as the Secured Party or its Representative may reasonably require in order for the Secured Party to obtain the full benefits of this Agreement and of the rights and powers herein granted in favor of the Secured Party, including, without limitation, using the Debtor's commercially reasonable efforts to secure all consents and approvals necessary for the assignment to the Secured Party of any Collateral held by the Debtor or in which the Debtor has any rights not heretofore assigned, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the Liens and security interests granted hereby, transferring Collateral to the Secured Party's

possession (if a security interest in such Collateral can be perfected by possession), placing the interest of the Secured Party as lienholder on the certificate of title of any Motor Vehicle and obtaining waivers of Liens from landlords and mortgagees. The Debtor also hereby authorizes the Secured Party and its Representative to file any such financing or continuation statement without the signature of the Debtor to the extent permitted by applicable law.

(b) Upon the request of the Secured Party, the Debtor shall procure insurers' acknowledgments of any assignments of key man life insurance policies (if any) which may be assigned to the Secured Party as additional security for the Obligations and will take all such further action as required by any insurer or the Secured Party in connection with any such assignment.

4.14 Limitation on Duty of the Secured Party. The powers conferred on the Secured Party under this Agreement are solely to protect the Secured Party's interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither the Secured Party nor its Representative nor any of their respective officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for willful misconduct. Without limiting the foregoing, the Secured Party and any Representative shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession if such Collateral is accorded treatment substantially equivalent to that which the relevant Secured Party or any Representative, in its individual capacity, accords its own property consisting of the type of Collateral involved, it being understood and agreed that neither the Secured Party nor any Representative shall have any responsibility for taking any necessary steps (other than steps taken in accordance with the standard of care set forth above) to preserve rights against any Person with respect to any Collateral.

Also without limiting the generality of the foregoing, neither the Secured Party nor any Representative shall have any obligation or liability under any Contract or license by reason of or arising out of this Agreement or the granting to the Secured Party of a security interest therein or assignment thereof or the receipt by the Secured Party or any Representative of any payment relating to any Contract or license pursuant hereto, nor shall the Secured Party or any Representative be required or obligated in any manner to perform or fulfill any of the obligations of the Debtor under or pursuant to any Contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or license, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4.15 Licenses. Solely for the purpose of enabling the Secured Party to exercise rights and remedies under this Article and at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, the Debtor hereby grants to the Secured Party, to the extent it has the right to do so, a license or other right to use (subject, in the case of trademarks and any property of similar nature, to sufficient rights to quality control and inspection in favor of the Debtor to avoid the risk of invalidation of said trademarks and property of similar nature), the Trademarks, Copyrights, Patents and other intellectual property included in the Collateral.

Section 5. Miscellaneous.

5.1 No Waiver. No failure on the part of the Secured Party or any of its Representatives to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party or any of its Representatives of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

5.2 Governing Law. This Agreement and the rights and obligations of the parties hereunder and the parties subject hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Michigan, including Section 5 1401 of the Michigan.

5.3 Notices. All notices, approvals, requests, demands and other communications hereunder shall be in writing (including, unless the context expressly otherwise provides, by facsimile transmission) and mailed by certified or registered mail, faxed or delivered by personal or overnight delivery, to the following address or facsimile number:

if to the Pledgor, to: Power Plate International
 9a Uopia Village, 7 Chalcot Road
 London NW1 8LH

 Attention: Mark Minter
 Telecopy: (847) 509-6004
 E-mail: mark.minter@powerplateusa.com

with copies to:

Whitney & Co., LLC
130 Main
New Canaan, Connecticut 06840
Telecopier No.: (203) 716-6122
Attention: Kevin J. Curley, Esq.
 Mr. Michael C. Salvator
E-mail: kcurley@whitney.com
 msalvator@whitney.com

if to the Secured Party, to: Comerica Bank
 One Detroit Center
 500 Woodward Ave
 Detroit, Michigan 48226
 Telecopier No.: (313) 222-5182

Attention: Daryl Krause

or to such other address or addresses or facsimile number or numbers as any party hereto may most recently have designated in writing to the other party by such notice. All such notices approvals, requests, demands and other communications shall be effective (i) if delivered in person, when delivered, (ii) if delivered by facsimile, on the date of transmission if transmitted on a Business Day before 5:00 p.m. Detroit time, otherwise on the next Business Day, (iii) if delivered by overnight courier, one (1) Business Day after delivery to the courier properly addressed and (iv) if mailed, upon the third Business Day after the date deposited in the U.S. Mail, certified or registered.

5.4 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Debtor and the Secured Party. Any such amendment or waiver shall be binding upon the Secured Party and the Debtor and their respective successors and assigns.

5.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, provided, that the Debtor shall not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

5.6 Counterparts; Headings. This Agreement may be authenticated in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may authenticate this Agreement by signing any such counterpart. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Secured Party, electronic means, all of which shall be equally valid. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

5.7 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party and its Representative in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

5.8 Other Note Documents. This Agreement supplements the other Note Documents and nothing in this Agreement shall be deemed to limit or supersede the rights granted to Secured Party or their agent in any other Note Document. In the event of any conflict between this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall govern.

5.9 **SUBMISSION TO JURISDICTION; WAIVER OF VENUE.** (a) **THE DEBTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR MICHIGAN STATE COURT SITTING IN MICHIGAN IN ANY ACTION OR PROCEEDING ARISING OUT**

OF OR RELATING TO THIS AGREEMENT AND THE DEBTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE SECURED PARTY TO BRING PROCEEDINGS AGAINST THE DEBTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE DEBTOR AGAINST THE SECURED PARTY OR ANY LENDER OR ANY AFFILIATE OR REPRESENTATIVE THEREOF INVOLVING DIRECTLY OR INDIRECTLY ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN MICHIGAN.


(b) THE DEBTOR DESIGNATES AND APPOINTS CT CORPORATION SYSTEM AND SUCH OTHER PERSONS AS MAY HEREAFTER BE SELECTED BY IT WHICH IRREVOCABLY AGREES IN WRITING TO SO SERVE AS ITS AGENT TO RECEIVE ON ITS BEHALF SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDINGS IN ANY SUCH COURT, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY THE DEBTOR TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. A COPY OF ANY SUCH PROCESS SO SERVED SHALL BE MAILED BY REGISTERED MAIL TO THE DEBTOR AT ITS ADDRESS PROVIDED IN THIS AGREEMENT EXCEPT THAT UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY THE DEBTOR REFUSES TO ACCEPT SERVICE, THE DEBTOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

5.10 WAIVER OF RIGHT TO TRIAL BY JURY. THE DEBTOR AND THE SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE DEBTOR AND THE SECURED PARTY EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS.

*-Remainder of Page Intentionally Left Blank-
[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the day and year first above written.

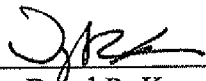
POWER PLATE NORTH AMERICA, INC.

By 
Name: Mark Minter
Title: Secretary

Signature Page to U.S. Security Agreement
(727473)

PATENT
REEL: 019152 FRAME: 0391

COMERICA BANK

By 
Name: Daryl R. Krause
Title: Vice President

Schedule I

Jurisdictions for Filing Financing Statement and Location of Collateral

Debtor Name	Power Plate North America, Inc.
Debtor Entity Type	corporation
Organizational Identification Number	3841407
Taxpayer ID Number	20-1548313
State of Incorporation	Delaware
Chief executive office and office where books and records kept	1033 Skokie Blvd., Ste. 450 Northbrook, IL
Collateral in the possession of warehousemen	<p>LAXFaro 9830 Norwalk Avenue Santa Fe Springs, CA 90670</p> <p>NJ Fulfillment Center 888 Dormeus Avenue Newark, NJ 07114</p> <p>Home Direct USA 650 Perry Road Plainfield, IN 46168</p> <p>Midwest Service and Installation Smith & East Bonfield, IL 60913</p> <p>M. Poloweg 6 At Venlo, Netherlands</p> <p>Unit 13 20 Burnars Lane Kiln Farm Milton Keynes MK1 1 3HB (England)</p> <p>U-Freight 8-9 Brooklands Close Sunbury, Middx TW167DX</p> <p>DHL Global (Eindhoven) Ekkersrijt 4096 5692 DB SON (Netherlands)</p>

DHL Danzas Air & Ocean (Netherlands) BV
T.a.v. Dhr. Peter Lagerwerf
Dirk Hartogweg 14
5928 LV Venlo
(Netherlands)

Ultimade -De Roer
t.a.v. Dhr. Ringeling
De Roar 20
3068 LE Rotterdam
(Netherlands)

Beelogic
Willem Barentszstraat 11-19
3165 AA Rotterdam (Netherlands)

WP Fittrans
Hoekeindseweg 38
2665 KD Bleiswijk
(Netherlands)

Distrilog
Pedro Colonmalaan 11
2800 Bornem (Belgium)

DHL
Exel Supply Chain
Koralenhoeve 25
2160 Wommelgem (Belgium)

Schedule II

Trade Names

None.

Schedule III

Copyrights

None.

Schedule IV

Patents

PATENTS AND PATENT APPLICATIONS					
Country	Ref. No.	Application No.	Object	Applicant	Status
Australia	P26695AU00	PCT/NL2004/000382 PCT based with priority	Fitness machine with a vibration damper	Power Plate International B.V. Jan van Gentstraat 160 1171 GP BADHOEVEDORP	Pending application
China	P26695CN00	PCT/NL2004/00038 2 PCT based with priority	Fitness machine with a vibration damper	Power Plate International B.V. Jan van Gentstraat 160 1171 GP BADHOEVEDORP	Pending application
Europe (other than Belgium, the Netherlands and Luxembourg)	P26695EP00	PCT/NL2004/00038 2 PCT based with priority	Fitness machine with a vibration damper	Power Plate International B.V. Jan van Gentstraat 160 1171 GP BADHOEVEDORP	No. 04748614.7
Japan	P26695JP00	PCT/NL2004/00038 2 PCT based with priority	Fitness machine with a vibration damper	Power Plate International B.V. Jan van Gentstraat 160 1171 GP BADHOEVEDORP	Pending application
All designated countries(other than United States, Canada, Belgium, the Netherlands and Luxembourg)	P27757PC00	PCT/NL2005/00064 2	Vibration damper for a fitness machine	Supervisie Sports B.V.	Pending application
All designated countries(other than United States, Canada, Belgium, the Netherlands and Luxembourg)	P26695PC00	PCT/NL2004/00038 2	Fitness machine with a vibration damper	Power Plate International B.V. Jan van Gentstraat 160 1171 GP BADHOEVEDORP	Pending application

Schedule IV (continued)

**Power Plate International
and Related Entities
List of Intellectual Property**

U.S. TRADEMARKS

None.

U.S. PATENTS

Title	App. No.	Reg. No.	Filing Date	Date Granted	Owner	Security Interests
Body vibration apparatus	10/946265		9/20/04		Power Plate North America, Inc. (of Northbrook, IL)	None

U.S. COPYRIGHTS

None.

Schedule V

Trademarks

See Exhibit A to Schedule V for arrangements relating to the license of the Trademarks and/or payment obligations of Debtor or its subsidiaries with respect to the Trademarks.

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
POWER PLATE	Algeria	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	Australia	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Austria	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Belarus	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Bulgaria	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	China	Word/device mark	International	Refused	756569	10, 28	Renewal	
POWER PLATE	Cyprus	Word/device mark	International	Filed (ext.)	756569	10, 28	Renewal	
POWER PLATE	Czech Republic	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Denmark	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Egypt	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	Finland	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	France	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Germany	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Greece	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Hungary	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	Iran	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	Italy	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Japan	Word/device mark	International	Registered	756569	10, 28	Renewal	

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
POWER PLATE	Monaco	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Morocco	Word/device mark	International	Prov. Reg. (ext.)	756569	10, 28	Renewal	
POWER PLATE	Norway	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Poland	Word/device mark	International	Registered	756569	10, 28	Renewal	
POWER PLATE	Portugal	Word/device mark	International	Registered	756569	10, 28	diu	
POWER PLATE	Romania	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Russian Fed.	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Serbia & Montenegro	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Singapore	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Spain	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Sweden	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Switzerland	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Turkey	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	Ukraine	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
POWER PLATE	United Kingdom	Word/device mark	International	Registered	756569	10, 28	Renewal	02-Mar-2011
BODY VIBRATION	United Kingdom	Word mark	National	Registered	2225523	28, 41, 42	Renewal	13-Mar-2010

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
BODY VIBRATION	Australia	Word mark	National	Registered	929870	28	Renewal	08-Oct-2012
POWER PLATE	Australia	Word mark	International	Registered	834808	10, 28	Renewal	16-Jul-2014

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
M2 MAX	Austria	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Austria	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Belarus	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Belarus	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
BODY VIBRATION	Brazil	Word mark	National	Filed		28		
M ² MAX	Brazil	Word mark	National	Filed		28		
M ² MAX	Brazil	Word mark	National	Filed		41		
POWER PLATE	Brazil	Word mark	National	Application all.		28		
POWER PLATE	Brazil	Word/device ma	National	Filed		28		
M2 MAX	China	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	China	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Cyprus	Word mark	International	Filed (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Czech Republic	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Czech Republic	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Denmark	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Denmark	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Denmark	Word mark	International	Registered	834808	10, 28		
M2 MAX	Finland	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Finland	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
BODY VIBRATION	France	Word mark	National	Registered	023154296	28	Renewal	18-Mar-2012
M2 MAX	France	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	France	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Germany	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Germany	Word mark	International	Prov. Refused	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Greece	Word/device ma	International	Registered	783540	28, 41	Renewal	21-May-2012

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
POWER PLATE	Greece	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Hong Kong	Word mark	National	Application all.	300432963	10, 28		
POWER PLATE	Hong Kong	Word/device mark	National	Registered	300064115	28	Renewal	16-Aug-2013
POWER PLATE	Indonesia	Word/device mark	National	Filed		10		
POWER PLATE	Indonesia	Word/device mark	National	Filed		28		
POWER PLATE	Iraq	Word/device mark	National	Filed	48216	10		
POWER PLATE	Iraq	Word/device mark	National	Filed		28		
POWER PLATE	Israel	Word/device mark	National	Filed	173349	28		
M2 MAX	Italy	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Italy	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Japan	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Japan	Word mark	International	Registered	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Jordan	Word/device mark	National	Filed		10		
POWER PLATE	Jordan	Word/device mark	National	Filed		28		
POWER PLATE	Malaysia	Word/device mark	National	Filed	2004/10451	28		
M2 MAX	Mexico	Word mark	National	Registered	757176	41	Renewal	22-May-2012
M2 MAX	Mexico	Word mark	National	Registered	765136	28	Renewal	22-May-2012
POWER PLATE	Mexico	Word mark	National	Registered	730689	28	Renewal	04-Dec-2011
M2 MAX	Monaco	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Monaco	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
BODY VIBRATION	New Zealand	Word mark	National	Registered	666132	28	Renewal	08-Oct-2009
POWER PLATE	New Zealand	Word/device mark	National	Registered	666133	28	Renewal	08-Oct-2009
M2 MAX	Norway	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Norway	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Poland	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
POWER PLATE	Poland	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Portugal	Word/device mark	International	Limitation G/S	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Portugal	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	diu	16-Jul-2014
M ² MAX	Republic of Korea	Word mark in script	National	Registered	0009521	28, 41	Renewal	17-Mar-2014
POWER PLATE	Republic of Korea	Word mark	International	Prov. Refused	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Republic of Korea	Word/device mark	National	Registered	0575287	28	Renewal	23-Feb-2014
M2 MAX	Romania	Word/device mark	International	Partial Reg.	783540	41	Renewal	21-May-2012
POWER PLATE	Romania	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Russian Fed.	Word/device mark	International	Limitation G/S	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Russian Fed.	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Saudi Arabia	Word/device mark	National	Filed		10		
POWER PLATE	Saudi Arabia	Word/device mark	National	Filed		28		
M2 MAX	Serbia & Montenegro	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
BODY VIBRATION	South Africa	Word mark	National	Applic. Allowed	2002/03914	28		
M2 MAX	South Africa	Word mark	National		2002/07194	28		
M2 MAX	South Africa	Word mark	National		2002/07195	41		
POWER PLATE	South Africa	Word mark	National		2004/14287	28		
POWER PLATE	South Africa	Word/device mark	National	Applic. Allowed	2002/03915	28		
M2 MAX	Spain	Word/device mark	International	Registered	783450	28, 41	Renewal	21-May-2012
POWER PLATE	Spain	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Sweden	Word/device mark	International	Registered	783450	28, 41	Renewal	21-May-2012
POWER PLATE	Sweden	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Switzerland	Word/device mark	International	Registered	783450	28, 41	Renewal	21-May-2012
POWER PLATE	Switzerland	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
POWER PLATE	Taiwan	Word/device mark	National	Filed	94028053	10, 28		
POWER PLATE	Thailand	Word mark	National	Filed		10		

Trademark	Country	Type of Mark	Registration Type	Status	Official No.	Classes	Action	Due Date
POWER PLATE	Thailand	Word mark	National	Filed		28		
POWER PLATE	Thailand	Word/device mark	National	Filed	559185	28		
M2 MAX	Turkey	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Turkey	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	Ukraine	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	Ukraine	Word mark	International	Prov. Reg. (ext.)	834808	10, 28	Renewal	16-Jul-2014
M2 MAX	United Kingdom	Word/device mark	International	Registered	783540	28, 41	Renewal	21-May-2012
POWER PLATE	United Kingdom	Word mark	National	Registered	2367234	10, 28	Renewal	01-Jul-2014

PATENT

RECORDED: 04/12/2007

REEL: 019152 FRAME: 0404