

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--|----------------|
| Keys Fitness Products, LP, a Texas Limited Partnership | 01/04/2008 |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------------|
| Name: | JP KFP Acquisition, LLC |
| Street Address: | 595 Madison Avenue, Suite 3100 |
| Internal Address: | c/o JPAF IV LLC |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |

PROPERTY NUMBERS Total: 9

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29045111 |
| Application Number: | 29047035 |
| Application Number: | 29051447 |
| Application Number: | 29064263 |
| Application Number: | 29219803 |
| Application Number: | 08889671 |
| Application Number: | 10209063 |
| Application Number: | 29041700 |
| Application Number: | 09779975 |

CORRESPONDENCE DATA

Fax Number: (212)806-2560

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: afisher@stroock.com

Correspondent Name: Laura Goldbard George

PATENT

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REEL: 020343 FRAME: 0824

CH \$360.00 29045111

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|-----------------|-------------------------------|
| Address Line 1: | 180 Maiden Lane |
| Address Line 2: | Stroock & Stroock & Lavan LLP |
| Address Line 4: | New York, NEW YORK 10038-4982 |

| | |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 307011/051 |
|-------------------------|------------|

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| NAME OF SUBMITTER: | Laura Goldbard George |
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 1, 2008 (this "Agreement"), is made by KEYS FITNESS PRODUCTS, LP, a Texas limited partnership (the "Grantor"), in favor of JP KFP ACQUISITION, LLC, a Delaware limited liability company (the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Loan Agreement, dated as of August 19, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), between the Grantor, certain affiliates of the Grantor and Bank of America, N.A. (as predecessor in interest to the Lender), pursuant to which certain loans, credit extensions and other financing arrangements were made available to the Grantor and its affiliates;

WHEREAS, in connection with the Loan Agreement, the Grantor executed and delivered a Second Amended and Restated Security Agreement, dated as of August 19, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted a security interest in and lien on substantially all of its assets and properties (including the Patent Collateral (as defined below)) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (Patent Collateral):

- (a) inventions and discoveries, in the United States and any other country or countries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, including all patents issued by, or patent applications filed with, the United States Patent and Trademark Office or any patent office anywhere in the world, including but not limited to each Patent and Patent application referred to in Item A of Schedule I (collectively referred to as "Patents");

Patent Security Agreement

(b) all Patent licenses, and other agreements for the grant by or to the Grantor of any right to use any items of the type referred to in clause (a) above, including but not limited to each Patent License referred to in Item B of Schedule I (each a "Patent License");

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all products and proceeds of, and rights associated with, the foregoing (including but not limited to proceeds, licenses, royalties, income, payments, claims, damages and proceeds of claims of infringement or infringement suits) in the United States and any other country or countries.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office and any patent office anywhere in the world. The security interest granted hereby has been granted as a supplement to, not in limitation of, and shall not supercede the security interest granted to the Lender under the Security Agreement in the Patent Collateral or otherwise. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provisions of this Agreement are in conflict with the Loan Agreement or the Security Agreement, the provisions of the Loan Agreement and/or the Security Agreement (as applicable) shall govern.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

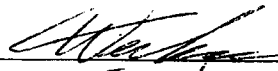
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

KEYS FITNESS PRODUCTS, LP

By: Parkhill Management, Inc.,
its general partner

By: 
Name: Tim Chen
Title: CEO

JP KFP ACQUISITION, LLC

By: JP Acquisition Fund IV, L.P.,
its managing member

By: JPAF IV LLC,
its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

KEYS FITNESS PRODUCTS, LP

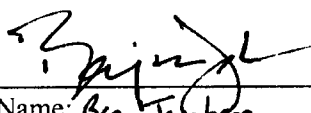
By: Parkhill Management, Inc.,
its general partner

By: _____
Name:
Title:

JP KFP ACQUISITION, LLC

By: JP Acquisition Fund IV, L.P.,
its managing member

By: JPAF IV LLC,
its general partner

By:  _____
Name: Ben Jacobson
Title: Managing Member

STATE OF Texas)
) ss:
COUNTY OF Dallas)

On January 4, 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared Tim Chen, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Executive Officer, on behalf of KEYS FITNESS PRODUCTS, LP, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its organizational documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



Kim Graham
Notary Public

My Commission Expires:

May 04, 2008

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On January 4, 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared Ben Jacobson, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Managing Member, on behalf of JP KFP ACQUISITION, LLC, the limited liability company therein named, and acknowledged to me that the limited liability company executed the within instrument pursuant to its organizational documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Jeffrey M. Negron
Notary Public

JEFFREY M. NEGRON
Notary Public, State of New York
No. 01NEG107707
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 24, 2008

My Commission Expires:

May 24, 2008

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

| Patent | Serial No. | Filing Date | Patent No. | Issue Date |
|---|------------|-------------|------------|------------|
| ABDOMINAL EXERCISE APPARATUS | 29/045,111 | 10/10/1995 | D379,835 | 06/10/1997 |
| ABDOMINAL EXERCISE APPARATUS | 29/047,035 | 11/27/1995 | D380,517 | 07/01/1997 |
| WAIST TRIMMER | 29/051,447 | 03/11/1996 | D380,588 | 07/08/1997 |
| EXERCISE APPARATUS | 29/064,263 | 11/22/1996 | D386,226 | 11/11/1997 |
| TREADMILL END CAP | 29/219,803 | 12/21/2004 | D523,099 | 06/13/2006 |
| ARTICULATING STABILIZER FOR A FOLDING TREADMILL | 08/889,671 | 07/08/1997 | 5,839,993 | 11/24/1998 |
| ROLLER ASSEMBLY APPARATUS AND METHOD OF USE | 10/209,063 | 07/30/2002 | 6,860,838 | 03/01/2005 |
| END CLIP FOR AN EXERCISE BAND | 29/041,700 | 07/21/1995 | D373,302 | 09/03/1996 |

Pending Patent Applications

| Patent | Serial No. | Filing Date | Pub. No. | Pub. Date |
|-----------|------------|-------------|-------------------------|-------------------------|
| TREADMILL | 09/779,975 | 02/09/2001 | Pub. No. 20010049323 | Pub. Date 12/06/2001 |

Item B. Patent Licenses

None