

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Security Agreement
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Lemond Fitness, Inc.	12/10/2007

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054

<b>PROPERTY NUMBERS Total: 22</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29201862
Application Number:	29200896
Application Number:	29203709
Application Number:	60657302
Application Number:	29223879
Application Number:	29223866
Application Number:	29217448
Application Number:	29215961
Application Number:	29221808
Application Number:	29233460
Application Number:	29234644
Application Number:	11364500
Application Number:	29248208
Application Number:	29254489
Application Number:	09295569

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Application Number:	29247997
Application Number:	29247821
Application Number:	29248206
Application Number:	29282487
Application Number:	11781182
Application Number:	29297931
Application Number:	29297928

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	403952
NAME OF SUBMITTER:	Oleh Hereliuk

Total Attachments: 9  
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PATENTS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
CADENCE METER	60682-3	US	29/201,862	22-Mar-2004	Granted
HANDLEBAR	60682-4	US	29/200,896	05-Mar-2004	Granted
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EXERCISE MACHINE	60682-11	US	29/223,879	17-Feb-2005	Granted
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CONSOLE FOR EXERCISE MACHINES	60682-15	US	29/221,808	19-Jan-2005	Granted
EXERCISE MACHINE (Upright Bike)	60682-17	US	29/233,460	01-Jul-2005	Abandoned
CADENCE METER	60682-19	US	29/234,644	21-Jul-2005	Granted
RECUMBENT BIKE SYSTEM AND METHOD	60682-20	US	11/364,500	28-Feb-2006	Published
EXERCISE BIKE	60682-21	US	29/248,208	02-Aug-2006	Allowed
CONSOLE FOR EXERCISE MACHINE	60682-22	US	29/254,489	24-Feb-2006	Granted
DEVICE FOR CHANGING PEDAL LOADS ON A SPIN BIKE	60682-23	US	09/295,569	21-Apr-1999	Granted
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EXERCISE MACHINE (REVMaster)	60682-27	US	29/282,487	20-Jul-2007	Pending
APPARATUS FOR POSITIONING A COMPONENT OF AN EXERCISE DEVICE	60682-28	US	11/781,182	20-Jul-2007	Pending
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DWT 2193854v1 0060682-000001

**AMENDED AND RESTATED**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of December 10, 2007 by and between SILICON VALLEY BANK ("Secured Party"), on the one hand, and LEMOND FITNESS INC., a Delaware corporation ("Debtor"), on the other hand.

RECITALS

A. Secured Party and Debtor are entering into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement, as the case may be.

B. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party security interests in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

C. This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of November 11, 2006, between Debtor and Secured Party (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Prior IP Security Agreement").

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Debtor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Debtor grants and pledges to Secured Party a security interest in all of such Debtor's right, title and interest in, to and under its Intellectual Property, including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all

tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Debtor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. The security interests hereunder are granted in conjunction with the security interests granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor shall undertake all commercially reasonable measures to cause its employees, agents and independent contractors to assign to Debtor all rights of authorship to any copyrighted material in which Debtor has or may subsequently acquire any right or interest.

(b) Debtor shall promptly advise Secured Party of any Trademark, Patent or Registered Copyright not specified in this Agreement, which is hereafter acquired by Debtor.

(c) Section 6.10 of the Loan Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. This Agreement is a Loan Document.

5. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE. SECTION 11 OF THE LOAN AGREEMENT HEREBY IS INCORPORATED HEREIN, MUTATIS MUTANDIS.

[remainder of page intentionally left blank; signature page immediately follows]

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

15540 Woodinville-Redmond Road NE  
Suite No. A100  
Woodinville, WA 98072

Debtor:

LEMOND FITNESS INC., a Delaware corporation

By: *Galliano Mondino*  
Title: *CEO*  
Name: \_\_\_\_\_

Address of Secured Party:

3003 Tasman Drive  
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: *[Signature]*  
Title: *Sr Vice President*

Form: 3/1/02

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

Debtor: LEMOND FITNESS INC., a Delaware corporation

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

Exhibit A

SVB/Lemond/AR IP Sec Agr-1A.doc



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TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG NO.	STATUS
REVMASER	US	76/070,829	2,626,035	Registered
PILOT	US	78/368,124	3,104,783	Registered
G-FORCE	US	78/551,196		Allowed

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