

07-08-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

- Name
- DBA/AK/A/T/A
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001921 FRAME: 0586

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Elizabeth J. Burns

Elizabeth Burns

7/7/99

Name of Person Signing

Signature

Date Signed

EXHIBIT "A"

NORDICTRACK TRADEMARKS

United States - Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AB WORKS (licensed from Ned Gvoich)	2,026,243	12/24/96
ACTIVE AMERICAN	1,866,943	12/13/94
CARDIOTRACK (stylized letters)	1,707,850	08/18/92
CTX	2,124,269	12/23/97
E (stylized letters)	2,186,896	09/01/98
EQUI-LIZER	2,026,243	12/31/96
EXERSCIENCE	1,757,363	03/09/93
EXERSCIENCE & Design	1,847,987	08/02/94
EXERSCIENCE & Design	1,797,333	10/05/93
EXERSCIENCE	1,847,167	07/26/94
FIGUREFLEX	1,879,269	02/14/95
FITNESS RIDER	1,900,002	06/13/95
FITNESS AS SPORT	1,769,389	05/04/93
FITNESSWORKS	2,157,759	05/12/98
HEALTHY EXPRESS	1,866,592	12/06/94
HOME HEALTH CLUB	1,849,654	08/09/94
LEG SHAPER PLUS & Design	2,101,709	09/30/97
LEGSAPER PLUS	2,155,684	05/05/98
NO AGE MUSIC	1,886,943	04/04/95
NORDIC XC	1,898,417	06/06/95
NORDIC ADVANTAGE	1,687,354	05/12/92
NORDICFLEX	1,771,621	05/18/93
NORDICFLEX GOLD	1,762,126	03/30/93
NORDICGOLD	1,760,019	03/23/93
NORDICRIDER	2,072,495	06/17/97
NORDICSPORT	1,769,381	05/05/93
NORDICTRACK 900	1,890,618	04/18/95
NORDICTRACK	1,488,669	05/17/88
NORDICTRACK FITNESS AT HOME	1,921,203	09/19/95
NORDICTRACK PRO	1,713,881	09/08/92
NORDICTRACK ADVENTURER	1,860,465	10/25/94
NORDICTRACK PRO JR.	1,890,616	04/18/95
NS/VIRTUAL PRINT	1,880,465	02/28/95
PERFORMANCE EDGE	1,833,418	04/26/94
POWERTREAD	2,157,638	05/12/98
POWERTREAD PLUS	2,157,639	05/12/98
PROPLUS	2,157,640	05/12/98
RELEVANT	1,886,592	03/28/95
SKYFLYER	2,159,736	05/19/98
SPECTATOR & Design	1,956,918	02/13/96

United States - Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SPORT SIMULATOR	1,752,071	02/09/93
THE NORDICTRACK WOMAN & Design	1,992,454	08/13/96
THE WORLD'S BEST AEROBIC EXERCISER	1,700,003	07/07/92
TOTAL BODY TREADMILL	1,909,568	08/01/95
TWIST 'N SKI	1,836,273	05/10/94
ULTRALIFT	2,168,403	06/23/98
WALKFIT	1,854,270	09/13/94
YANKEE	1,885,075	03/21/95

United States - Pending Marks

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
CUSTOM STRIDE	75/481,620	05/08/98
CUSTOM STRIDE	75/522,418	07/13/98
E MOTION & Design	75/346,236	08/25/97
E MOTION	75/346,235	08/25/97
E-WALK	75/273,246	04/11/97
ELLIPSE (stylized letters)	75/314,470	06/25/97
ELLIPSE	75/243,469	02/18/97
ELLIPTACYCLE	75/453,397	03/19/98
ELLIPTICAL WALKER	75/273,245	04/11/97
FITCYCLE	75/514,723	06/26/98
FOLD-A-WAY	75/522,414	07/13/98
ISOLIFT	75/252,677	03/06/97
LEGSHAPER	75/424,155	01/27/98
NORDICTRACK TRIMPAK	75/154,602	08/22/96
NORDICTRACK FITNESS STORES & Design	75/487,568	05/19/98
NORDICTRACK (stylized)	75/487,566	05/19/98
NORDICTRACK STRENGTH STATION	75/464,198	04/03/98
NORDICTRACK FITPACK	75/468,486	04/15/98
NORDICTRACK TRIMFIT	75/266,271	03/31/97
ORBIT	75/273,244	04/11/97
STRENGTH STATION	75/464,197	04/03/98
VERSALIFT	75/252,654	03/06/97

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT effective as of the date set forth below, is made by and between NORDICTRACK GmbH (hereinafter referred to as Assignor"), on the one hand, and ICON HEALTH & FITNESS, INC, (hereinafter referred to as "Assignee") on the other hand.

WITNESSETH:

WHEREAS, Assignor has or may have ownership interests in the Assigned Marks (defined below), and Assignee has or may have an ownership interest in such marks, having been granted an exclusive license to use such marks by, or having purchased such marks from, NordicTrack, Inc., and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to sell to Assignee, all right, title and interest of Assignor in and to each of said Assigned Marks, as well as all goodwill associated with said Assigned Marks and the right to sue to recover damages for past and future infringement thereof, and

WHEREAS, Assignee has agreed, by separate letter agreement, to grant Assignor a limited non-exclusive license of the Assigned Marks to permit Assignor to liquidate, on or before February 28, 1999, any inventory that it currently owns that is branded with any of the Assigned Marks,

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, promise and agree as follows:

1. **Definitions** Absent a clear statement to the contrary, the following definitions shall apply to this Assignment:
 1. **Assigned Marks** The term "Assigned Marks" shall mean and refer to all trademarks, service marks, trade names, brand names, logos and designs and applications for same in which Assignor owns any legal or beneficial interest anywhere in the world, irrespective of whether such trademarks, service marks, trade names, brand names, logos and designs are registered, unregistered, applied for (either as actual use or intended use marks), active or inactive, choate, inchoate, or based on common law, and irrespective of whether applications for such marks or names have been canceled or abandoned, which trademarks, service marks, trade names, brand names, logos and designs have been or may be used on or in connection with the promotion, manufacture, marketing, distribution or sale of goods and/or services anywhere in the world and which relate in any way to the business of NORDICTRACK, NORDICTRACK, INC. OR NORDIC ADVANTAGE, INC. The Assigned Marks shall include, but shall not be limited to, the marks listed on Exhibit A hereto.

2. **Assignment of Ownership Rights in the Assigned Marks** To the extent of its ownership interest in the Assigned Marks, Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest in and to the Assigned Marks.
3. **Assignment of Goodwill Associated with Assigned Marks** To the extent of its ownership rights in the Assigned Marks, Assignor does hereby sell, assign, transfer and convey to Assignee all goodwill arising out of or in any way associated with the Assigned Marks.
4. **Assignment of Right to Sue For and Recover Damages For Infringement** To the extent of its ownership rights in the Assigned Marks, Assignor does hereby sell, assign, transfer and convey to Assignee the right to bring actions for the enforcement of the Assigned Marks, including, but not limited to, the right to sue for and recover damages for past and future infringement of the Assigned Marks. This assignment is made on a *nunc pro tunc* basis, retroactive to the date of the first infringement of any of the Assigned Marks.
5. **Consideration** Assignor acknowledge that this Assignment is supported by good and valuable consideration, the receipt and sufficiency of which are acknowledged.
6. **Representations and Warranties** As an added inducement to Assignee to purchase the Assigned Marks, Assignor hereby represents and warrants unto Assignee as follows:
 - a. **Title to Assigned Marks** Assignor has not previously assigned, sold, conveyed or otherwise granted any interest in or to the Assigned Marks to any other person, firm or corporation, either expressly or by operation of law;
 - b. **Encumbrances** To the best of Assignor's knowledge, the Assigned Marks are free and clear of all liens, claims, security interests, encumbrances, restrictions and rights, title and interests in others, and there are no existing agreements, options or commitments or rights with, to or in any third party to acquire the Assigned Marks or any interest therein;
 - c. **Validity and Enforceability of Assigned Marks** To the best of Assignor's knowledge, the Assigned Marks are in full force and effect and are valid and enforceable, and no event has occurred which permits, or upon the giving of notice or the passage of time or otherwise would permit, revocation, termination or expiration of the Assigned Marks;
 - d. **No Pending Litigation** To the best of Assignor's knowledge, no claims or proceedings are pending, threatened or contemplated against Assignor, individually or jointly, (i) asserting that the use of the Assigned Marks infringes any intellectual property rights of any other person, firm or corporation, or (ii) challenging the

validity or enforceability of the Assigned Marks, and there is no known basis for any such claims or proceedings;

- e. No Conflicting Judgments To the best of Assignor's knowledge, the Assigned Marks are not subject to any outstanding order, decree, judgment, stipulation or agreement restricting the scope, use, validity or enforceability thereof;
 - f. No Defaults Assignor is not in default under or in violation of any restriction, lien, encumbrance, indenture, contract, license, lease, sublease, loan agreement, note, security agreement or other obligation or liability relating to the Assigned Marks;
 - g. No Conflict With Other Agreements or Laws Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, will conflict with or result in a breach of or constitute a default under any law, rule, regulation, judgment, decree, order or other requirement, or any restriction, lien, encumbrance, indenture, contract, lease, sublease, loan agreement, note, security agreement or other obligation or liability to which Assignor is a party or by which it is bound, or to which the Assigned Marks are subject, or result in the creation of any lien or encumbrance upon the Assigned Marks;
 - h. Approvals The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not require Assignor to obtain any consent, approval or action of, or make any filing with or give notice to any corporation, person or firm or any public, governmental or judicial authority except such as have been duly obtained or made, as the case may be, and are in full force and effect on the date hereof; and
 - i. Miscellaneous Neither Assignor nor any of its directors, officers, fiduciaries, agents or employees, is in violation of any applicable law, rule, regulation or requirement of any governmental authority in any way relating to the Assigned Marks, and consummation of the transaction contemplated hereby will be in compliance with all presently applicable laws, rules, regulations and requirements of all governmental authorities without the necessity for any license or permit or other action or permission in the nature thereof, or any registration with, or consent of, any governmental authority.
7. Further Assurances Assignor and its directors, officers, employees, servants and agents shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of it by Assignee to carry out and fulfill the purposes and intent of this Agreement.
8. Recordation Assignor hereby instructs the U.S. Patent and Trademark Office and corresponding agencies in foreign countries to record the assignment from Assignor to Assignee of such of the Assigned Marks as Assignee shall desire to have recorded.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, intending to be legally bound hereby, as of the effective date of this Agreement.

Assignor:

NORDICTRACK GMBH

By: *William Shepard*

Title: *President*

STATE OF *Massachusetts* §

COUNTY OF *Suffolk* §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared *William Shepard*, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said NORDICTRACK GMBH. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *23rd* day of *February*, 19*99*.

Denise M. Embree
NOTARY PUBLIC

Denise m. Embree
(Typed or Printed Name of Notary)

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E MOTION	75/346,235	08/25/97
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ELLIPSE	75/243,469	02/18/97
ELLIPTACYLE	75/453,397	03/19/98
ELLIPTICAL WALKER	75/273,245	04/11/97
FITCYCLE	75/514,723	06/26/98
FOLD-A-WAY	75/522,414	07/13/98
ISOLIFT	75/252,677	03/06/97
LEGSHAPER	75/424,155	01/27/98
NORDICTRACK TRIMPAK	75/154,602	08/22/96
NORDICTRACK FITNESS STORES & Design	75/487,568	05/19/98
NORDICTRACK (stylized)	75/487,566	05/19/98
NORDICTRACK STRENGTH STATION	75/464,198	04/03/98
NORDICTRACK FITPACK	75/468,486	04/15/98
NORDICTRACK TRIMFIT	75/266,271	03/31/97
ORBIT	75/273,244	04/11/97
STRENGTH STATION	75/464,197	04/03/98
VERSALIFT	75/252,654	03/06/97

United States Abandoned Marks

<u>Mark</u>	<u>Number</u>	<u>Date</u>
ACHIEVER	1,677,756	03/03/92
ACHIEVERPLUS	75/179,863	10/09/96
AEROBIC RIDER	74/427,043	08/19/93
BALANCED FITNESS	74/326,840	10/30/92
BLACK MAX	74/232,731	12/23/91
BODY SHAPER	74/368,186	03/15/93
BODY TINGLERS	74/235,245	01/06/92
BODYLIFTER	75/234,130	01/31/97
CHAIR-GYM	74/283,267	06/09/92
CLASSIC PRO	75/231,214	01/24/97
CLUB 900	1,648,926	06/25/91
CTX (stylized letters)	75/154,640	08/22/96
CTX 3000	75/064,715	02/28/96
CTX 4000	75/062,707	02/26/96
CTX & Design	75/108,617	05/23/96
CTX 4000 & Design	75/108,615	05/23/96
DON'T JUST WALK, POWERWALK	74/282,699	06/04/92
E-TRACK	75/276,189	04/17/97
E=MC2 (stylized letters)	74/369,632	03/19/93
EASY-ON	74/314,615	09/17/92
ELITE	1,713,875	09/08/92
ELLIPT-AIRE	75/273,243	04/11/97
ELLIPTA	75/273,248	04/11/97
ELLIPTA GLIDE	75/273,250	04/11/97
ELLIPTIC STRIDER	75/273,251	04/11/97
ELLIPTOR	75/273,247	04/11/97
ELLIPTRA	75/273,249	04/11/97
ELLIPTRACK	75/276,188	04/17/97
EXER-POLES	74/282,700	06/04/92
FIT FACTS	74/363,546	02/24/93
FITBRA	75/216,349	12/20/96
FITNESS PRO	74/409,302	06/30/93
FITNESS FOR FUN	74/456,609	11/10/93
FITNESS FOR FUN	74/456,606	11/10/93
FITNESSRIDER	74/702,884	07/18/95
FITWATCH PLUS	75/220,251	12/31/96
FITWATCH	75/219,883	12/31/96
FORERUNNER	74/469,539	12/14/93
FREE FORM	74/368,185	03/15/93
FUN RUN	74/327,604	11/02/92
GET ON TRACK	74/434,454	09/09/93
GLIDEFIT	75/234,131	01/31/97
GOOD LIFE	74/314,519	09/17/92

<u>Mark</u>	<u>Number</u>	<u>Date</u>
GRAPHITE EDGE	1,740,003	12/15/92
HEALTH EXPRESS	74/334,001	11/20/92
HEALTHY TABLE	74/325,360	10/26/92
HEALTHY EXPRESS	74/540,215	06/20/94
HEALTHY HOME	74/304,206	08/14/92
HEALTHY TABLE	74/325,259	10/26/92
HEALTHY START	74/286,853	06/22/92
HEALTHY KITCHEN	74/286,,52	06/22/92
HEALTHY COOKING	74/325,258	10/26/92
HEALTHY KIDS	74/342,895	12/23/92
HEALTHY COOKING	74/325,257	10/26/92
HEALTHY BEAN	74/469,541	12/14/93
HEALTHY KIDS	74/342/892	12/23/92
HIP SCULPTOR	75/292,671	05/15/97
HIP SHAPER	74/292,670	05/15/97
KIDFIT	74/342,893	12/23/92
KIDFIT	74/342,894	12/23/92
KINETIC ENERGY TRANSFER SYSTEM	74/469,535	12/14/93
LONGEVITY	74/368,188	03/15/93
LOWRIDER	74/412,818	07/15/93
MACHO MACHINE	74/317,074	09/25/92
MC2 (stylized letters)	74/438,552	09/21/93
MEDALISTPLUS	75/179,861	10/09/96
NORDIC FITNESS CHAIR	1,687,960	05/19/92
NORDIC LUBE-ALL	74/319,427	10/02/92
NORDIC CAFE	74/469,536	12/14/93
NORDIC SPA	1,928,855	10/24/95
NORDICARE STRIDER	74/152,425	03/29/91
NORDICARE ENABLER	74/153,430	04/02/91
NORDICARE & Design	74/152,424	03/29/91
NORDICARE RESISTOR	74/152,901	04/01/91
NORDICCARD	74/446,291	10/12/93
NORDICEDGE	75/276,190	04/17/97
NORDICFLEX GOLD PRO	74/469,534	12/14/93
NORDICFLEX GOLD WORLD CLASS	74/469,544	12/14/93
NORDICFLEX GOLD MEDALIST	74/469,540	12/14/93
NORDICLIFE	74/375,022	04/01/93
NORDICPOWER	1,705,164	08/04/92
NORDICPOWER PRO	1,705,169	08/04/92
NORDICQUEST	74/576,879	09/22/94
NORDICRIDER & Design	75/154,241	08/22/96
NORDICRIDER PLUS	75/179,860	10/09/96
NORDICROW TBX	1,669,011	12/17/91
NORDICSPORT WORLD CLASS MULTITRAINER	74/325,369	10/26/92
NORDICSPORT PERFORMANCE POLES	74/327,287	11/02/92
NORDICTAP	75/154,694	08/22/96
NORDICTRACK FITPAK	75/111,563	05/29/96

<u>Mark</u>	<u>Number</u>	<u>Date</u>
NORDICTRACK 303 BASIC	1,689,146	05/26/92
NORDICTRACK 505	1,679,511	03/17/92
NORDICTRACK'S LIFE SKI	74/469,542	12/14/93
NORDICTRACK'S BALANCED FITNESS	74/434,453	09/09/93
ON TRACK FOR LIFE	74/283,266	06/09/92
POP DOWN & Design	1,677,758	03/03/92
PORTA PACER	74/235,246	01/06/92
POWER POLES	74/282,697	06/04/92
POWER STICKS	74/282,698	06/04/92
POWER BENCH	74/381,542	04/20/93
POWER-AEROBICS	74/522,472	05/02/94
POWER-RESPONSE RIM BAND BRAKE	74/369,634	03/19/93
PRO PERFORMER	74/314,518	09/17/92
PULSETRACK & Design	1,682,757	04/14/92
REFLEX-ACTION RADIAL GEAR	74/369,635	03/19/93
SPINTRACK	75/292,667	05/15/97
SPORTVISION	74/339,194	12/11/92
STEP 'N SKI	74/368,189	03/15/93
STEP-THRU	74/331,490	11/16/92
STRENGTH-ROBICS	74/214,214	06/20/94
STRENGTHAEROBICS	74/522,473	05/02/94
STRENGTHAEROBICS	74/576,505	09/21/94
THE ISOKINETIC ADVANTAGE	74/469,543	12/14/93
THE GRAPHITE ADVANTAGE	74/235,247	01/06/92
THE BEST AEROBIC EXERCISER IN THE WORLD	75/154,242	08/22/96
THE ULTIMATE ABDOMINAL CONDITIONER	75/111,564	05/29/96
THIGH TRIMMER	75/292,668	05/15/97
THIGH SCULPTOR	75/292,669	05/15/97
TOTAL BODY ROWING SYSTEM	74/438,553	09/21/93
TRACK RANGER	74/456,607	11/10/93
TRACK RANGER	74/584,812	10/12/94
TWO BIKES IN ONE	74/339,196	12/11/92
WHISPER QUIET	75/276,191	04/17/97
WORLD'S BEST ROWER	74/235,248	01/06/92
YOU MAKE ME FEEL SO YOUNG	74/192,796	08/08/91

State Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STRENGTHAEROBICS (State of Minnesota)	25,094	06/20/96

REGISTERED FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AB WORKS	Canada	501,401	09/28/98
CLUB 900	Canada	404,828	11/13/92
EXERROW	UK	1,503,054	01/14/94
EXERROW TBX	Germany	2,004,708	10/07/91
EXERROW	France	92 430080	08/07/92
EXERROW	Norway	149,117	09/02/93
EXERROW	Sweden	248,681	
EXERROW	Denmark	9238 1992	10/02/92
EXERSCIENCE	Benelux	511,855	
EXERSCIENCE	Switzerland	396,356	12/06/91
EXERSCIENCE	Austria	142,421	06/11/92
EXERSCIENCE	Germany	2,044,614	09/10/93
EXERSCIENCE	France	1,709,621	12/04/91
EXERSCIENCE	Spain	1,675,304	02/28/95
EXERSCIENCE	China	628,421	01/30/93
EXERSCIENCE	Norway	152,354	
EXERSCIENCE	Japan	2,608,079	12/24/93
EXERSCIENCE	Finland	126,929	07/05/93
EXERSCIENCE	Denmark	8802 1992	
EXERSCIENCE	Sweden	240,154	09/18/92
EXERSCIENCE	Korea	260,582	04/19/93
EXERSCIENCE	Thailand	KHOR 8972	
EXERSCIENCE	Italy	628,479	06/27/94
EXERSCIENCE	Taiwan	571,310	09/16/92
EXERSCIENCE	Korea	20,836	07/39/93
EXERSCIENCE	Korea	266,746	06/22/93
EXERSCIENCE	UK	1,482,545	11/14/91
EXERSCIENCE	Canada	442,668	05/12/95
EXERSCIENCE	Hong Kong	00133/1994	01/11/94
EXERSCIENCE	Hong Kong	00134/1994	01/11/94
EXERSCIENCE	Hong Kong	00135/1994	01/11/94
EXERSCIENCE	Hong Kong	00136/1994	01/11/94
EXERSCIENCE	Hong Kong	00137/1994	01/11/94
EXERSCIENCE	Greece	107,383	
EXERSKIER	Benelux	381,481	04/07/82
EXERSKIER	Germany	1,041,044	11/24/82
EXERSKIER	Finland	126,022	04/05/93
EXERSKIER	Iceland	81,1993	01/21/93
EXERSKIER	Denmark	559 1993	01/22/93
EXERSKIER	France	1,200,888	04/06/82
EXERSKIER	UK	1,482,330	11/11/92
EXERSKIER	Norway	158,315	08/05/93
EXERSKIER	Sweden	242,979	11/27/92
FITNESS AS SPORT	Canada	421,006	12/17/93
NORDIC ADVANTAGE	Canada	437,500	12/30/94

REGISTERED FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NORDIC FITNESS CHAIR	France	92 430079	08/07/92
NORDIC FITNESS CHAIR	Germany	2,064,916	05/17/94
NORDICFLEX GOLD	Sweden	244,551	12/18/92
NORDICFLEX GOLD	France	92 430078	08/07/92
NORDICFLEX GOLD	Canada	440,764	03/24/95
NORDICFLEX GOLD	Germany	2,036,669	05/19/93
NORDICFLEX	Norway	161,400	02/10/94
NORDICFLEX GOLD	UK	1,503,141	02/04/94
NORDICFLEX GOLD	Denmark	10078 1992	10/30/92
NORDICSPORT	Australia	595,609	02/09/93
NORDICSPORT	France	92 430081	08/07/92
NORDICSPORT	Benelux	544793	10/29/93
NORDICSPORT	Canada	412,372	05/14/93
NORDICTRACK	Canada	472,572	03/18/97
NORDICTRACK	Mexico	528,287	08/14/96
NORDICTRACK	Mexico	509,202	10/31/95
NORDICTRACK	Korea	336,857	04/09/96
NORDICTRACK	Korea	340,829	06/11/96
NORDICTRACK	Korea	33,542	11/15/96
NORDICTRACK	Mexico	509,201	10/31/95
NORDICTRACK	Mexico	504,377	09/19/95
NORDICTRACK	Israel	110,827	04/03/97
NORDICKTRACK Logo	Australia	828,548	04/06/94
THE WORLD'S BEST AEROBIC EXERCISER	Benelux	548,723	04/25/94
THE WORLD'S BEST AEROBIC EXERCISER	Canada	423,651	02/25/94
WALKFIT	Hong Kong	B651/1997	10/16/97
WALKFIT	Taiwan	749,913	02/16/97

PENDING FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filed</u>
AB WORKS	EC	456,889	02/12/97
ELLIPSE	Canada	842,143	04/14/97
EXERSCIENCE	Singapore	2041/92	
EXERSCIENCE	Singapore	2042/92	
EXERSCIENCE	Italy	92 91	01/09/92
NORDIC TRACK & Design	Benelux	918,843	07/01/98
NORDIC FITNESS CHAIR	Japan	3-13755	12/27/91
NORDICFLEX GOLD	Japan	03-137,556	12/27/91
NORDICRIDER	Canada	802,120	01/18/96
NORDICSPORT (Logo)	Australia	626,548	040/6/94
NORDICSPORT	Japan	4-5839	01/23/92
NORDICTRACK	Singapore	10163/95	10/24/95
NORDICTRACK	Saudi Arabia	39,812	07/15/97
NORDICTRACK	UAE	22,302	06/23/98
NORDICTRACK	Australia	729,645	03/11/97
NORDICTRACK	Colombia	88010291	02/25/98
NORDICTRACK	Chile	370,295	02/28/97
NORDICTRACK	Chile	367,802	
NORDICTRACK	Chile	373,801	
NORDICTRACK	Egypt	108,241	07/08/97
NORDICTRACK	Taiwan		
NORDICTRACK	Philippines	107,234	04/03/96
NORDICTRACK	Hong Kong	13155/1995	
NORDICTRACK	Israel	110,827	03/04/97
PROPLUS	Canada	841,731	04/09/97
THE WORLD'S BEST WALKING WORKOUT	Canada	825,610	10/10/96
WALKFIT	Philippines	107,233	04/03/96
WALKFIT	Singapore	10164/95	10/24/95

Abandoned Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Number</u>	<u>Date</u>
ACHIEVERPLUS	Canada	0841,728	04/09/97
CLASSIC PRO	Canada	0842,124	04/14/97
FITNESS AT HOME	Canada	0559,865	04/01/86
FITNESS WORKS	Canada	0842,122	04/14/97
ISOLIFT	Canada	0842,121	04/14/97
LEGSHAPER PLUS	Canada	0841,729	04/09/97
MEDALISTPLUS	Canada	0841,730	04/09/97
Miscellaneous Design	UK	1,568,979	04/18/94
NORDIC GOLD	Canada	0670,263	11/09/90
NORDIC FITNESS CHAIR	Canada	0670,266	11/09/90
NORDIC FITNESS CHAIR	UK	1,503,059	06/12/92
NORDICFIT ROOM	Canada	0830,410	12/02/96
NORDICPLUS	Canada	0693,620	11/14/91
NORDICROW TBX	Canada	0670,265	11/09/90
NORDICSPORT	UK	1,503,068	06/12/92
NORDICSPORT	UK	1,503,068	06/12/92
NORDICTRACK FITNESS AT HOME	Canada	0785,854	06/22/95
SKYFLYER	Canada	0842,120	04/14/97
SPORT SIMULATOR	Canada	0694,446	11/27/91
THE ULTIMATE ABDOMINAL CONDITIONER	Canada	0842,118	04/14/97
THE BEST AEROBIC EXERCISER IN THE WORLD	Canada	0842,119	04/14/97
WALKFIT	Canada	0790,119	08/14/95
WORLD CLASS WORKOUT	Canada	0698,436	02/06/92

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EXHIBIT "A"

NORDICTRACK TRADEMARKS

United States - Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AB WORKS (licensed from Ned Gvoich)	2,026,243	12/24/96
ACTIVE AMERICAN	1,866,943	12/13/94
CARDIOTRACK (stylized letters)	1,707,850	08/18/92
CTX	2,124,269	12/23/97
E (stylized letters)	2,186,896	09/01/98
EQUI-LIZER	2,026,243	12/31/96
EXERSCIENCE	1,757,363	03/09/93
EXERSCIENCE & Design	1,847,987	08/02/94
EXERSCIENCE & Design	1,797,333	10/05/93
EXERSCIENCE	1,847,167	07/26/94
FIGUREFLEX	1,879,269	02/14/95
FITNESS RIDER	1,900,002	06/13/95
FITNESS AS SPORT	1,769,389	05/04/93
FITNESSWORKS	2,157,759	05/12/98
HEALTHY EXPRESS	1,866,592	12/06/94
HOME HEALTH CLUB	1,849,654	08/09/94
LEG SHAPER PLUS & Design	2,101,709	09/30/97
LEGSAPER PLUS	2,155,684	05/05/98
NO AGE MUSIC	1,886,943	04/04/95
NORDIC XC	1,898,417	06/06/95
NORDIC ADVANTAGE	1,687,354	05/12/92
NORDICFLEX	1,771,621	05/18/93
NORDICFLEX GOLD	1,762,126	03/30/93
NORDICGOLD	1,760,019	03/23/93
NORDICRIDER	2,072,495	06/17/97
NORDICSPORT	1,769,381	05/05/93
NORDICTRACK 900	1,890,618	04/18/95
NORDICTRACK	1,488,669	05/17/88
NORDICTRACK FITNESS AT HOME	1,921,203	09/19/95
NORDICTRACK PRO	1,713,881	09/08/92
NORDICTRACK ADVENTURER	1,860,465	10/25/94
NORDICTRACK PRO JR.	1,890,616	04/18/95
NS/VIRTUAL PRINT	1,880,465	02/28/95
PERFORMANCE EDGE	1,833,418	04/26/94
POWERTREAD	2,157,638	05/12/98
POWERTREAD PLUS	2,157,639	05/12/98
PROPLUS	2,157,640	05/12/98
RELEVANT	1,886,592	03/28/95
SKYFLYER	2,159,736	05/19/98
SPECTATOR & Design	1,956,918	02/13/96

United States - Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SPORT SIMULATOR	1,752,071	02/09/93
THE NORDICTRACK WOMAN & Design	1,992,454	08/13/96
THE WORLD'S BEST AEROBIC EXERCISER	1,700,003	07/07/92
TOTAL BODY TREADMILL	1,909,568	08/01/95
TWIST 'N SKI	1,836,273	05/10/94
ULTRALIFT	2,168,403	06/23/98
WALKFIT	1,854,270	09/13/94
YANKEE	1,885,075	03/21/95

United States - Pending Marks

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
CUSTOM STRIDE	75/481,620	05/08/98
CUSTOM STRIDE	75/522,418	07/13/98
E MOTION & Design	75/346,236	08/25/97
E MOTION	75/346,235	08/25/97
E-WALK	75/273,246	04/11/97
ELLIPSE (stylized letters)	75/314,470	06/25/97
ELLIPSE	75/243,469	02/18/97
ELLIPTACYCLE	75/453,397	03/19/98
ELLIPTICAL WALKER	75/273,245	04/11/97
FITCYCLE	75/514,723	06/26/98
FOLD-A-WAY	75/522,414	07/13/98
ISOLIFT	75/252,677	03/06/97
LEGSHAPER	75/424,155	01/27/98
NORDICTRACK TRIMPAK	75/154,602	08/22/96
NORDICTRACK FITNESS STORES & Design	75/487,568	05/19/98
NORDICTRACK (stylized)	75/487,566	05/19/98
NORDICTRACK STRENGTH STATION	75/464,198	04/03/98
NORDICTRACK FITPACK	75/468,486	04/15/98
NORDICTRACK TRIMFIT	75/266,271	03/31/97
ORBIT	75/273,244	04/11/97
STRENGTH STATION	75/464,197	04/03/98
VERSALIFT	75/252,654	03/06/97