

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cybox International, Inc.		07/16/2003	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Hilco Capital, L.P.
Street Address:	5 Revere Drive, Suite 510
Internal Address:	One Northbrook Place
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	Hilco Capital LP
Street Address:	5 Revere Drive, Suite 510
Internal Address:	One Northbrook Place
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

**PROPERTY NUMBERS Total: 23**

Property Type	Number
Registration Number:	2431232
Registration Number:	2329308
Registration Number:	2217402
Registration Number:	2224232
Registration Number:	2225797
Registration Number:	2346002
Registration Number:	2346000

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Registration Number:	2166444
Registration Number:	2162726
Registration Number:	2025773
Registration Number:	2049856
Registration Number:	1997719
Registration Number:	1974115
Registration Number:	1974114
Registration Number:	1598549
Registration Number:	1602972
Registration Number:	1577528
Registration Number:	1576232
Registration Number:	1281435
Registration Number:	1241038
Serial Number:	76323546
Serial Number:	76323469
Serial Number:	76323468

**CORRESPONDENCE DATA**

Fax Number: (919)286-8199  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (919) 286-8122  
Email: PTO\_TMconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 2200 W. Main Street  
Address Line 2: Suite 800  
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	030141/000029
NAME OF SUBMITTER:	Steven D. Thomas

Total Attachments: 4  
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

**[United States Patent and Trademark Office]**

Gentlemen:

Please be advised that pursuant to the Financing Agreement dated July \_\_, 2003 (as the same may be amended, modified, extended or restated from time to time, the "Financing Agreement") by and among Cybex International, Inc. (the "Borrower") and Hilco Capital LP (the "Lender"), the Borrower has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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See Annex A attached hereto.

TRADEMARK APPLICATIONS

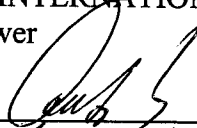
<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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See Annex A attached hereto.

The Borrower and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Financing Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application. The priority of the lien evidenced by this notice is subject to the provisions of that certain Intercreditor Agreement dated July 16, 2003, by and among The CIT Group/Business Credit, Inc., a New York corporation, and Hilco Capital LP, a Delaware limited partnership, as amended, supplemented or otherwise modified from time to time.

Very truly yours,

CYBEX INTERNATIONAL, INC.,  
as Borrower

By:   
Name: ARTHUR W. HICKS, JR  
Title: CHIEF FINANCIAL OFFICER

Acknowledged and Accepted:

HILCO CAPITAL LP,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Borrower and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Financing Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application. The priority of the lien evidenced by this notice is subject to the provisions of that certain Intercreditor Agreement dated July 16, 2003, by and among The CIT Group/Business Credit, Inc., a New York corporation, and Hilco Capital LP, a Delaware limited partnership, as amended, supplemented or otherwise modified from time to time.

Very truly yours,

CYBEX INTERNATIONAL, INC.,  
as Borrower

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

HILCO CAPITAL LP,  
as Lender

By: E. Hill  
Name: ERIN COLE  
Title: UP

ANNEX A

Cybex International, Inc.

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
STABLEFLEX	2431232	2/27/01
VR2	2329308	3/14/00
CYBEX and Design	2217402	1/12/99
CYBEX	2224232	2/16/99
CYBEX	2225797	2/23/99
CYBEX and Design	2346002	4/25/00
CYBEX and Design	2346000	4/25/00
HIKER	2166444	6/16/98
HIKER	2162726	6/2/98
CYBEX	2025773	12/24/96
GALILEO	2049856	4/1/97
DUAL AXIS TECHNOLOGY	1997719	8/27/96
FASTEX	1974115	5/14/96
FASTEX	1974114	5/14/96
CYBEX	1598549	5/29/90
CYBEX	1602972	6/19/90
CYBEX	1577528	1/16/90
CYBEX	1576232	1/9/90
EAGLE	1281435	6/12/84
Miscellaneous Design	1241038	6/7/83

Pending Applications

Mark	Application No.	Filing Date
CITYLINE	76323546	10/10/01
CYBEX PROGRAMMING ADVANTAGE	76323469	10/10/01
DEFINING FITNESS	76323468	10/10/01