

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Telecast Products, LLC		07/31/2019	Limited Liability Company: DELAWARE
Total Gym Fitness, LLC		07/31/2019	Limited Liability Company: PENNSYLVANIA
AB Dolly, LLC		07/31/2019	Limited Liability Company: DELAWARE
ATP Development, LLC		07/31/2019	Limited Liability Company: DELAWARE
Gazelle Home, LLC		07/31/2019	Limited Liability Company: DELAWARE
Fit Tower, LLC		07/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	724 W. Lancaster Avenue
Internal Address:	Suite 210
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2096421	AMERICAN TELECAST
Registration Number:	1560113	AMERICAN TELECAST
Registration Number:	3735420	FRAUD SPOTTER
Registration Number:	3308502	WHY GO TO THE GYM WHEN YOU CAN OWN ONE
Registration Number:	5344523	FIT TOWER
Registration Number:	5344524	FIT FT TOWER
Registration Number:	2174671	TOTAL GYM
Registration Number:	3390675	TOTAL GYM CYCLO TRAINER
Registration Number:	3931463	TOTAL GYM SHAPER

OP \$465.00 2096421

Property Type	Number	Word Mark
Registration Number:	5241465	TOTAL GYM
Registration Number:	5260272	TOTAL GYM
Registration Number:	3082481	TOTAL GYM
Registration Number:	2532616	AB DOLLY
Registration Number:	4046643	AB DOLLY
Registration Number:	3988631	BEYONDBARRE
Registration Number:	5200914	GAZELLE
Registration Number:	5432070	GAZELLE
Registration Number:	3142500	SPRINTMASTER

CORRESPONDENCE DATA

Fax Number: 2155648120

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8703

Email: kgibson@stradley.com

Correspondent Name: Kyle D. Gibson

Address Line 1: 2005 Market Street, Suite 2600

Address Line 2: Stradley Ronon Stevens & Young, LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Kyle D. Gibson
SIGNATURE:	/s/KDG
DATE SIGNED:	08/01/2019

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 31st day of July, 2019, by and among **AMERICAN TELECAST PRODUCTS, LLC, TOTAL GYM FITNESS, LLC, AB DOLLY, LLC, ATP DEVELOPMENT, LLC, GAZELLE HOME, LLC, FIT TOWER, LLC** (jointly, severally and collectively “**Assignors**” and each an “**Assignor**”), and **WILMINGTON SAVINGS FUND SOCIETY, FSB** (“**Bank**”).

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and among Assignors, American Telecast Holdings, LLC, Gazelle Home, LLC, Fit Tower, LLC, Bio Force Direct, LLC, American Telecast Services, LLC and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the “**Loan Agreement**”), Bank agreed to extend to Assignors certain credit facilities and other financial accommodations as set forth therein.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Bank a security interest in all of each Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the “**Collateral**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit “A”**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit “B” attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(iii) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit “C” attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, each Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit “D”, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, no

Assignor will, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Assignor's obligations under this Security Agreement or the Loan Agreement, and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by such Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and such Assignor shall give to Bank prompt written notice thereof. Each Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Each Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Bank of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to such Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Bank's Right to Inspect.** Bank shall have the right, at any time and from time to time, to inspect each Assignor's premises and to examine each Assignor's books, records and operations, including, without limitation, each Assignor's quality control processes. Each Assignor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

7. **Duties of Assignors.** Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (b) to make

application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor will abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Bank.

8. **Event of Default.** Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignors, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignors of all rights, title and interest of each Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 13** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

9. **Bank's Right to Sue.** Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignors shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between any Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (a) endorse such

Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

14. **Binding Effect; Benefits.** This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

15. **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page to this Security Agreement shall bind the parties hereto.

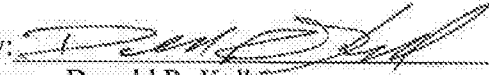
16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS

AMERICAN TELECAST PRODUCTS, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

TOTAL GYM FITNESS, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

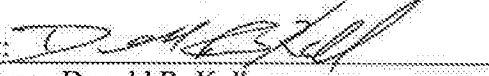
AB DOLLY, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

ATP DEVELOPMENT, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

GAZELLE HOME, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

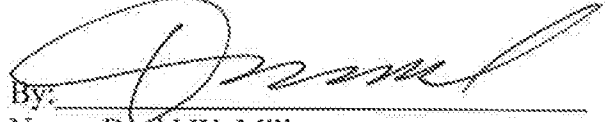
FIT TOWER, LLC

By: 
Name: Donald R. Kalb
Title: CFO & Secretary

[Signature Page to Intellectual Property Security Agreement]

BANK:

WILMINGTON SAVINGS FUND
SOCIETY, FSB

By: 

Name: David W. Mills

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006710 FRAME: 0115

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

See Attached

PATENTS

Owner: Total Gym Fitness, LLC

<u>Country</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Expiration</u>
USA (1)	Design (AbCrunch – 2 piece)	D 608,401	1/19/10	1/19/24
USA (2)	Design (AbCrunch – 2 piece)	D 612,000	3/16/10	3/16/24
USA	Utility (Stepper)	9,901,772	2/27/18	4/26/36
USA (<i>inactive</i>)	Design (Squat Stand)	D 661,360	6/5/12	6/5/26

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

See Attached

COPYRIGHTS

<u>Title of Work</u>	<u>Date</u>	<u>Registration Number</u>
Total Gym Fitness, LLC TOTAL GYM – Owner’s Manual Creation Date: 2013 First Publication Date: September 15, 2013	4/6/16	TX 8-339-323
TOTAL GYM 15 – Infomercial (DVD/Motion picture) (derivative of PA 1-039-882) Creation Date: 2015 First Publication Date: January 15, 2015	5/4/15	PA-1-988-394
TOTAL GYM – Instructional Video (DVD/motion picture) “ <i>Start It Up</i> ” Creation date: 2007 First Publication Date: June 1, 2007	4/2/08	PA 1-613-506
TOTAL GYM – Instructional Video (DVD/motion picture) “ <i>SMART Training Workout</i> ” Creation date: 2007 First Publication Date: June 1, 2007	4/2/08	PA 1-613-496
TOTAL GYM – Photograph (Chuck Norris/Christie Brinkley) Creation date: 2006 First Publication Date: February 1, 2007	7/16/08	VA-1-638-053
TOTAL GYM – Photograph (Chuck Norris/Christie Brinkley) Creation date: 2006 First Publication Date: January 20, 2006	4/27/07	VA-1-402-860
TOTAL GYM – Photograph (Chuck Norris/Christie Brinkley) Creation date: 2004 First Publication Date: October 1, 2004	4/27/07	VA 1-402-859
TOTAL GYM – Photograph (Chuck Norris/Christie Brinkley) Creation date: 2001 First Publication Date: July 1, 2001	8/28/03	VA-1-224-567
TOTAL GYM – Instructional Video (VHS/motion picture) “ <i>Dan Isaacson’s Body Makeover for Total Gym</i> ” Creation date: 2002 First Publication Date: Feb. 14, 2002	5/8/02	PA-1-098-615
TOTAL GYM – Instructional Video (VHS/motion picture) “ <i>Pilate Workout for Total Gym</i> ” Creation date: 2002 First Publication Date: Feb. 14, 2002	5/8/02	PA-1-098-612
TOTAL GYM 5 – Infomercial (VHS/motion picture) (derivative of PA 850-654) Creation Date: 2001 First Publication Date: Feb. 21, 2001	4/24/01	PA 1-039-882
TOTAL GYM – Photograph (Chuck Norris/Christie Brinkley) Creation date: 1996	8/21/00	VA 1-024-125

First Publication Date: April 1, 1997

TOTAL GYM – Instructional Video (VHS/motion picture) <i>“John Carleo’s 6 to 8 Minute Workout”</i> Creation Date: 1999 First Publication Date: April 20, 1999	2/16/00	PA 979-529
TOTAL GYM EXERCISE SYSTEM – Owner’s Manual Creation Date: 1996 First Publication Date: Jan. 4, 1997	6/23/97	TX 4-576-796
TOTAL GYM – Infomercial (VHS/motion picture) Creation Date: 1996 First Publication Date: Dec. 11, 1996	6/2/97	PA 850-654
TOTAL GYM – Instructional Video (VHS/motion picture) <i>“For the Body You’ve Always Wanted”</i> Creation Date: 1996 First Publication Date: Dec. 11, 1996	6/2/97	PA 847-764
TOTAL GYM EXERCISE FLIPCHART Creation Date: 1996 First Publication Date: Jan. 4, 1997	6/3/97	TX 4-583-245

Gazelle Home, LLC

Registration Number:	TX-8-339-308
Filed Date:	4/6/16
Title:	Gazelle Owner’s Manual
Claimant:	Gazelle Home, LLC
Created:	2012
Published:	6/1/12

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

See Attached

LICENSED INTELLECTUAL PROPERTY

TRADEMARKS

Licensor/Owner: Total Gym Global Corp.

Licensee: Total Gym Fitness, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Expiration Date</u>	<u>Original Registration Date</u>
Total Gym and Design	USA	2,174,671	7/21/28	7/21/98
Total Gym Cyclo Trainer	USA	3,390,675	3/4/28	3/4/08
Total Gym Shaper	USA	3,931,463	3/15/21	3/15/11
Total Gym	USA	5,241,465	7/11/27	7/11/17
Total Gym	USA	5,260,272	8/8/27	8/8/17
Total Gym (standard character mark)	USA	3,082,481	4/18/21	4/18/06

Licensor/Owner: Brett Fischer

Licensee: Ab Dolly, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Original Registration Date</u>	<u>Expiration</u>
AB DOLLY	USA	2,532,616	1/22/02	1/22/22
AB DOLLY & Design	USA	4,046,643	10/25/11	10/25/21

Licensor/Owner: Colleen Ketchum

Licensee: ATP Development, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration</u>
BeyondBarre	USA	3,988,631	7/5/11	7/5/21

Licensor/Owner: Joel and Royce Husted

Licensee: Gazelle Home, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration</u>
Gazelle	USA	5,200,914	5/9/17	5/9/22
Gazelle (Design)	USA	5,432,070	3/27/18	3/27/23

Licensor/Owner: L2Z, LLC

Licensee: Gazelle Home, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration</u>
SprintMaster	USA	3,142,500	9/12/06	9/14/26

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

See Attached

Intellectual Property

TRADEMARKS

Owner: American Telecast Products, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Original Registration Date</u>	<u>Expiration</u>
American Telecast	USA	2,096,421	9/16/97	9/16/27
American Telecast	USA	1,560,113	10/10/89	10/10/19
Fraud Spotter	USA	3,735,420	1/5/10	1/5/20

Owner: Total Gym Fitness, LLC

<u>Mark</u>	<u>Country</u>	<u>Reg. Number</u>	<u>Original Reg. Date</u>	<u>Expiration</u>
Total Gym & Design	Argentina	1,708,172	12/4/98	2/16/20
Total Gym	Argentina	1,835,986	7/4/01	10/27/21
Total Gym & Design	Argentina	1,764,521	11/26/99	11/1/20
Total Gym	Australia	734,703	5/16/97	5/16/27
Total Gym Shaper	Australia	1,251,116	7/11/08	7/11/28
Total Gym	Brazil	820171611	10/26/99	10/26/29
Total Gym	Canada	TMA718,245	7/9/08	7/9/23
Total Gym	China	1941646	11/28/06	11/27/26
Total Gym	CTM	458,562	1/18/01	2/12/27
Total Gym Shaper	CTM	007060452	3/24/09	7/11/28
Total Gym and Design	Germany	398 41 375	9/22/98	7/31/28
Total Gym	Germany	398 64 021	2/25/99	11/30/28
Total Gym	Hong Kong	1999/B06516	5/21/98	5/21/25
Total Gym and Design	Hong Kong	1999/B11434	4/17/98	4/17/25
Total Gym	Israel	121,552	11/4/99	8/7/19
Total Gym	Japan	4,201,446	10/16/98	10/16/28
Total Gym	Korea	437,863	1/14/99	1/14/29
Total Gym and Design	Norway	219,446	6/19/03	6/19/23
Total Gym and Design	Peru	472,709	7/30/12	7/30/22
Total Gym and Design	Singapore	T06/02369D	2/8/06	2/8/26
Total Gym	Slovakia	200,830	11/11/02	8/6/21
Total Gym and Design	Slovakia	200,831	11/11/02	8/6/21
Total Gym	Slovenia	9,971,066	12/5/00	8/26/19
Total Gym	Sri Lanka	109,278	11/30/04	8/30/22
Total Gym and Design	Switzerland	481,457	3/14/01	8/2/20
Total Gym and Design	Taiwan	874,438	11/1/99	3/15/29
Total Gym	Taiwan	862,299	8/1/99	3/15/29
Total Gym	Taiwan	844,223	3/16/99	3/15/29
Total Gym & Design	Vietnam	73862	11/5/03	11/5/23
Why Go To The Gym When You Can Own One	USA	3,308,502	10/9/07	10/9/27

Owners: Fit Tower, LLC and Creative Commerce, LLC

<u>Mark</u>	<u>Country</u>	<u>Reg. Number</u>	<u>Registration Date</u>	<u>Expiration</u>
Fit Tower	USA	5344523	11/28/17	11/28/23
Fit Tower & Design	USA	5344524	11/28/17	11/28/23