



Caption in Compliance with D.N.J. LBR 9004-1(b)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:

BOWFLEX INC., *et al.*,¹

Debtors.

Order Filed on April 15, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey
Chapter 11

Case No. 24-12364 (ABA)

(Jointly Administered)

**ORDER (I) APPROVING THE SALE OF THE ACQUIRED
ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO
ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE
ASSET PURCHASE AGREEMENT, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twenty-nine (29),
is **ORDERED**.

DATED: April 15, 2024



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: BowFlex Inc. (2667) and BowFlex New Jersey LLC (3679). The Debtors' service address is 17750 S.E. 6th Way, Vancouver, Washington 98683.

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Upon the motion (the “Motion”) [Docket No. 35], of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”) for, among other things, entry of an order (this “Sale Order”): (a) authorizing the Debtors’ entry into, and approving, the Asset Purchase Agreement, dated as of March 4, 2024, by and among Debtor BowFlex Inc., its non-debtor affiliate and Johnson Health Tech Retail, Inc., a Wisconsin corporation (the “Purchaser”), and the other parties signatory thereto, attached hereto as **Exhibit A** (together with all schedules, exhibits, and ancillary documents related thereto, in each case, as may be amended, modified or supplemented from time to time in accordance with the terms thereof, collectively, the “APA”),² (b) authorizing and approving the sale of the Acquired Assets (the “Sale”) free and clear of all liens, claims, liabilities, rights, encumbrances, and other interests (other than Assumed Liabilities); and (c) granting related relief (collectively, the “Transaction”); and the Court having entered the *Amended Order (I) Approving the Auction and Bidding Procedures, (II) Approving the Debtors’ Entry Into the Stalking Horse Agreement and Stalking Horse Bid Protections, (III) Scheduling Bid Deadline and an Auction, (IV) Approving the Form and Manner of Notice Thereof and (V) Granting Related Relief* [Docket No. 131] (the “Bidding Procedures Order”) (x) approving, among other things,

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the APA (as defined below) or the Final DIP Order (as defined below), as applicable.

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certain bidding procedures (the “Bidding Procedures”), the proposed form of notice of the Sale Hearing (as defined below) and the Stalking Horse Bid Protections (as defined in the Bidding Procedures Order); and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets and determined that the Purchaser is the Successful Bidder (as defined in the Bidding Procedures); and upon adequate and sufficient notice of the Motion, the APA, and all other related transactions contemplated thereunder and in this Sale Order, and it appearing that no other or further notice need be provided; and all interested parties having been heard or having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the hearing to approve the Sale (the “Sale Hearing”) having been held on April 15, 2024; and the Court having reviewed and considered the Motion, all relief sought therein and related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtors in the Motion, including the Campbell Declaration; and the Court having jurisdiction over this matter; and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and upon the full record of these chapter 11 cases and all other pleadings and proceedings, including the Motion; and after

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due deliberation thereon, and good and sufficient cause appearing therefor, **THE COURT HEREBY FINDS THAT:**³

I. Jurisdiction, Final Order, and Statutory Predicates.

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and Local Rule 9013-1.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein.

II. Notice of the APA, Transaction, Sale Hearing and Bidding Procedures Order.

D. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely,

³ The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

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adequate and sufficient notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the APA, this Sale Order and the Transaction has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 9007, 9008 and 9014, and the Local Rules. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the APA, this Sale Order and the Transaction as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the APA, this Sale Order or the Transaction is, or shall be, required. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

E. A reasonable opportunity to object and be heard with respect to the Transaction, the Motion and the relief requested therein and provided in this Sale Order has been afforded to all interested persons and entities, including the Bid Notice Parties (as defined in the Bidding Procedures Order).

F. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their professionals have adequately and appropriately marketed the Acquired Assets in compliance with the Bidding Procedures and the Bidding Procedures Order, and in accordance with the Debtors' fiduciary duties. Based upon the record of these proceedings, creditors, other parties in interest and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Acquired Assets.

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G. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Acquired Assets. The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures.

III. Good Faith of the Purchaser.

H. The APA was negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the APA or the Transaction to be avoided, or for any costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

I. The Purchaser is consummating the Transaction in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith in all respects in connection with the Transaction. The Purchaser is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

IV. Highest or Otherwise Best Offer.

J. The Debtors' marketing process with respect to the Acquired Assets, including the Debtors' prepetition marketing process with respect to the Acquired Assets, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The APA, including the form and total consideration to be realized by the Debtors under the APA, (i) constitutes the highest and best offer for the Acquired Assets;

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(ii) is fair and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

V. Sound Business Purpose.

K. The Debtors have demonstrated good, sufficient, and sound business purposes and justification for consummation of the Transaction pursuant to the APA and all other agreements, instruments, certificates, and other documents to be entered into or delivered by any party in connection with the Transaction, including, without limitation, any assumption and assignment agreements entered into in connection therewith (collectively, the “Transaction Documents”), outside of the ordinary course of business and in accordance with the requirements of section 363(b) of the Bankruptcy Code. Consummation of the Transaction prior to and not as part of a chapter 11 plan is (i) justified under the circumstances, (ii) an appropriate exercise of the Debtors’ business judgment, and (iii) in the best interests of the Debtors, their estates, and their creditors.

L. The Debtors’ decision to enter into the Stalking Horse APA with the Purchaser was a due and proper exercise of the Debtors’ business judgment and was authorized pursuant to the Bidding Procedures Order. The Bid Protections contained in the Stalking Horse APA (i) were necessary to preserve the value of the Debtors’ estates by inducing the Purchaser to enter into the Stalking Horse APA and (ii) are in compliance with the Bid Procedures and authorized by the Bidding Procedures Order.

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M. Approval of the Motion and the APA and the consummation of the Transaction is in the best interests of the Debtors' chapter 11 estates, their creditors, and other parties in interest. Thus, there is good cause for the Court to approve the Transaction.

VI. Fair Purchase Price.

N. The consideration provided by the Purchaser pursuant to the APA (i) is fair and adequate; (ii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws); and (iii) will provide an equal or greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative. The terms of the APA, the Transaction Documents, and the Transaction are fair and reasonable under the circumstances of the Debtors' chapter 11 cases, and the Debtors' determination to proceed with such Transaction constitutes a valid and sound exercise of the Debtors' business judgment.

VII. No Merger.

O. Neither the Purchaser nor its subsidiaries, parents, affiliates, designees, successors and assigns, nor any of its nor their respective directors, managers, officers, employees, shareholders, members, agents, representatives or attorneys (collectively, the "Purchaser Parties"), is a mere continuation of the Debtors or their estates and there is no continuity of enterprise or common identity between any Purchaser Party, on the one hand, and the Debtors, on the other hand. No Purchaser Party is holding itself out to the public as a continuation of the Debtors or their estates. None of the Purchaser Parties is a successor to the Debtors or their estates by reason of

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any theory of law or equity, and the Transaction does not amount to a consolidation, merger, or *de facto* merger of any Purchaser Party with or into any of the Debtors.

VIII. Validity of Transfer.

P. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. None of the Debtors or the Purchaser is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims.

Q. The Sellers are the sole and lawful owners of the Acquired Assets. The Debtors' Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of each of the Acquired Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Sellers to the Acquired Assets free and clear of (a) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, the "Liens"), (b) all debts arising under, relating to, or in connection with any act of the Sellers or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds

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of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Sellers' or the Purchaser's interests in the Acquired Assets, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), the "Claims"), and (c) all other Encumbrances (as defined in the APA) or interests (collectively, as set forth in clauses (a) through (c), the "Claims, Encumbrances and Interests") relating to, accruing or arising any time prior to entry of this Sale Order, except the Assumed Liabilities and Permitted Liens under the APA or as otherwise expressly provided in this Sale Order.

R. Subject to the entry of this Sale Order, each Debtor: (a) has full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby, and (b) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of its obligations under the APA and to consummate the Transaction,

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including as required by their respective organizational documents, and, upon execution thereof, the APA and the related documents were or will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with their terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of such Debtor. No government, regulatory, or other consents or approvals, other than those expressly provided for in the APA, were required for the execution, delivery, and performance by the Debtors of the APA or the consummation of the Transaction contemplated thereby. No consents or approvals of the Debtors, other than those expressly provided for in the APA or this Sale Order, are required for the Debtors to consummate the Transaction.

S. The sale, conveyance, assignment and transfer of any personally identifiable information pursuant to the terms of the APA and this Sale Order complies with the terms of the Debtors' policy regarding the transfer of such personally identifiable information as of the Petition Date and, as a result, consummation of the Transaction is permitted pursuant to section 363(b)(1)(A) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman in accordance with section 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Transaction.

T. Crystal Financial LLC d/b/a SLR Credit Solutions. ("SLR"), in its capacity as DIP Agent as defined in the *Final Order (A) Authorizing Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105, 364(c) and 364(d); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362;*

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(C) Authorizing Debtors to Enter into Agreements with Crystal Financial LLC d/b/a SLR Credit Solutions; and (D) Authorizing Debtors to Use Cash Collateral [Docket No. 172] (the “Final DIP Order”), has consented to the sale of the Acquired Assets to the Purchaser pursuant to the APA, subject to the terms and conditions of the Final DIP Order and this Sale Order, including, but not limited to, Paragraph 14 of this Sale Order.

IX. Section 363(f) is Satisfied.

U. Except as otherwise provided in this Sale Order, the conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Acquired Assets free and clear of any Claims, Encumbrances and Interests, other than Assumed Liabilities and Permitted Liens in accordance with the terms and conditions of this Sale Order.

V. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, if (i) the sale and/or transfer of the Acquired Assets to the Purchaser were not free and clear of all Claims, Encumbrances and Interests (other than Assumed Liabilities and Permitted Liens), or (ii) the Purchaser would, or in the future could, be liable for any such Claims, Encumbrances and Interests (other than the Assumed Liabilities and Permitted Liens).

W. The Debtors may transfer or sell the Acquired Assets free and clear of all Claims, Encumbrances and Interests, other than Assumed Liabilities and Permitted Liens, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. All holders of Claims, Encumbrances and Interests (except to the extent that such Claims, Encumbrances and Interests are Permitted Liens) are adequately protected by either

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(x) having their Claims, Encumbrances and Interests, if any, in each instance against the Debtors, their estates, or any of the Acquired Assets, attach to the net cash proceeds of the Purchase Price ultimately attributable to the Acquired Assets in which such creditor alleges a Claims, Encumbrances and Interests, in the same order of priority, with the same validity, force, and effect that such Claims, Encumbrances and Interests had prior to the Transaction, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, or (y) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

X. Assigned Contracts

X. The Debtors also gave due and proper notice of the potential assumption and assignment of each executory contract or unexpired lease available to be assumed by the Debtors and assigned to Purchaser to each non-debtor party under each such executory contract or unexpired lease as reflected on the notices of potential assumption assignment of the Assigned Contracts served on each contract or lease counterparty and filed on March 15, 2024 and March 29, 2024 [Dkt Nos. 119 and 182] (collectively, the “Assumption and Assignment Notice”). Such notice being good, sufficient, and appropriate under the particular circumstances, and the counterparties to the Assigned Contracts are hereby deemed to consent to the relief granted herein, unless otherwise provided in this Sale Order.

Y. The assumption and assignment of the Assigned Contracts pursuant to the Assumption and Assignment Notice, the terms of this Sale Order, and the APA is integral to the transactions contemplated by the APA. Such assumption and assignment is in the best interests of

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the Debtors, their estates, their creditors, and all other parties in interest, and represents a reasonable exercise of the Debtors' sound and prudent business judgment.

Z. Pursuant to the terms of the APA and this Sale Order, on or before the Closing Date, as applicable pursuant to the terms of this Sale Order, the Debtors or the Purchaser, as applicable, shall have, except as otherwise provided in the APA, or this Sale Order, or as otherwise expressly agreed to between the Debtors or the Purchaser, as applicable: (a) cured, or provided adequate assurance of cure of, any monetary default existing as of and including the Closing Date under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (b) provided compensation, or adequate assurance of compensation, to any party for actual pecuniary loss to such party resulting from a monetary default existing as of and including the Closing Date under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (c) provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

XI. Personally Identifiable Information.

AA. The Debtors have provided a privacy policy to consumers governing the disclosure of "personally identifiable information" (as defined in Bankruptcy Code section 101(41A)) to unaffiliated third parties. The Debtors have proposed to sell certain assets, which may require the disclosure to third parties of personally identifiable information. The Debtors' disclosure of personally identifiable information pursuant to the Transaction is consistent with the privacy

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policy and notices delivered by the Debtors to customers. For these reasons, no consumer privacy ombudsman has been appointed under section 363(b)(1) of the Bankruptcy Code.

XII. Compelling Circumstances for an Immediate Sale.

BB. Good and sufficient reasons for approval of the APA and the Transaction have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the APA, and (b) compelling circumstances for the Transaction outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization, in that, among other things, the immediate consummation of the Transaction with the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and the Transaction will provide the means for the Debtors to maximize distributions to creditors.

CC. The legal and factual bases set forth in the Motion and the Campbell Declaration filed in support thereof and presented at the Sale Hearing establish just cause for the relief granted herein.

THE COURT HEREBY ORDERS THAT:

I. General Provisions.

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these chapter 11 cases pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact

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constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the APA and the consummation of the transactions contemplated thereby.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included in such objections, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code to the relief granted herein.

4. Notice of the Motion and Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, and the Bidding Procedures Order.

II. Approval of the APA.

5. The APA, all other ancillary documents, and all of the terms and conditions thereof, are hereby approved pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

6. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order, the Debtors are authorized, empowered and directed to take any and all actions necessary and appropriate to (a) perform, consummate, implement and close the Transaction pursuant to and in accordance with the terms

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and conditions of, and as contemplated in, the APA and this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and fully close the APA, together with all additional instruments and documents that may be necessary or desirable to implement the APA and the Transaction.

7. The Debtors and the Purchaser are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Transaction, and any actions taken by the Debtors and/or the Purchaser necessary or desirable to implement the Transaction prior to the date of this Sale Order, or otherwise contemplated by the APA, are hereby approved and ratified.

8. This Sale Order and the terms and provisions of the APA shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors of and holders of equity interests in any Debtor, any holders of Claims, Encumbrances and Interests (whether known or unknown) in, against, or on all or any portion of the Acquired Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchaser, designees, successors and assigns of the Purchaser, the Acquired Assets, and any trustees, examiners, or receivers, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their equity holders, or any trustees, examiners, or receivers. Any trustee appointed in these cases (including a Chapter 7 trustee, if applicable) shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Sale Order. This Sale Order and the

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APA shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing (including the Purchaser's designees).

III. Transfer of the Acquired Assets.

9. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order, the Debtors are authorized and directed to transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and such transfer shall constitute a legal, valid, binding, and effective sale and shall vest the Purchaser with title to the Acquired Assets. Subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, other than the Assumed Liabilities and Permitted Liens, the Acquired Assets shall be sold free and clear of all Claims, Encumbrances and Interests of any kind or nature whatsoever, with all such Claims, Encumbrances and Interests (as applicable) to attach to the cash proceeds of the Purchase Price ultimately attributable to the property against or in which such Claims, Encumbrances and Interests are asserted, subject to the terms thereof, with the same validity, force, and effect, and in the same order of priority, which such Claims, Encumbrances and Interests had prior to the Transaction, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

10. The Debtors are hereby authorized and directed to take any and all actions necessary to consummate the APA, including any actions that otherwise would require further approval by shareholders, members, or its board of directors, as the case may be, without the need of obtaining such approvals.

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11. The sale of the Acquired Assets to the Purchaser pursuant to the APA and the consummation of the transactions contemplated thereby do not require any consents or filings other than as specifically provided for in the APA. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. A certified copy of this Sale Order may be filed with the appropriate clerk or recorded with the recorder of any state, county, or local authority to act to cancel any of the Claims, Encumbrances and Interests, and any other encumbrances of record, except the Assumed Liabilities and Permitted Liens.

12. Subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order, if any person or entity that has filed statements or other documents or agreements evidencing Claims, Encumbrances and Interests on or in all or any portion of the Acquired Assets (other than statements or documents with respect to Permitted Liens) shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Encumbrances and Interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors and the Purchaser are hereby authorized, on behalf of the Debtors and the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets. The Debtors and the Purchaser are each authorized to file a copy of this Sale Order, which, upon filing, shall be conclusive evidence of the release and termination of all such Claims, Encumbrances and Interests,

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subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the Sale and assignment of the Acquired Assets free and clear of all Claims, Encumbrances and Interests shall be self-executing and neither the Debtors nor the Purchaser (or its designee) shall be required to execute or file releases, termination statement, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

13. As of Closing, this Sale Order (a) shall be construed as, and shall constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Acquired Assets to the Purchaser pursuant to the APA and (b) is and shall be effective as a determination that all Claims, Encumbrances and Interests (other than Assumed Liabilities and Permitted Liens) existing as to the Acquired Assets have been and hereby are adjudged to be unconditionally released, discharged and terminated, with all such Liens, Encumbrances and Interests attaching automatically to the cash proceeds of the Purchase Price as set forth in Paragraph 9 above. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to

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report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA, including the Transaction. The Acquired Assets are sold free and clear of any reclamation rights.

14. Upon the Closing, notwithstanding anything to the contrary in this Sale Order or the APA, the Purchaser shall deliver the Purchase Price to the Sellers, and the Sellers, in accordance with the terms of the Final DIP Order and the DIP Loan Documents, shall promptly pay to the DIP Agent, on behalf of itself and the other DIP Secured Parties, the proceeds of the APA that comprise the Purchase Price for application against the DIP Obligations until the DIP Obligations are paid in full in accordance with the Final DIP Order and the DIP Loan Documents. Notwithstanding anything herein to the contrary, until the payment in full, in cash, of the DIP Obligations (including the indefeasible payment in full of the Revolving DIP Obligations), all liens and security interests of the Secured Parties granted under the DIP Loan Documents, the Prepetition Term Loan Documents and the Final DIP Order against the Acquired Assets shall remain valid and enforceable and shall not be deemed altered by this Sale Order. Following the closing of the Sale and payment of the DIP Obligations as set forth in this paragraph 14, all such liens and security interests shall attach to and be enforceable against the proceeds of the Sale, shall continue in the same order of priority and with the same extent, validity, force and effect that the liens and security interests had prior to consummation of the Transactions, and shall not be deemed altered by this Sale Order until all DIP Obligations and, in the event of a successful Challenge, any resulting Prepetition Term Loan Obligations are indefeasibly paid in full in accordance with the

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Final DIP Order, the DIP Loan Documents and the Prepetition Term Loan Documents and no longer subject to a Challenge (“Lien Release Conditions”). For the avoidance of doubt, payment of the DIP Obligations as set forth herein shall not impair any rights of the Committee to commence a Challenge subject to the terms of the Final DIP Order, and any liens and security interests of the DIP Secured Parties and the Prepetition Secured Parties shall continue until the Lien Release Conditions have been satisfied. Nothing in this Sale Order shall alter or impair any liens or security interests of the Secured Parties on assets that are not the Acquired Assets.

IV. Prohibition of Actions Against the Purchaser.

15. All persons and entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed to or by the Purchaser pursuant to the APA are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities, including, without limitation, the Debtors, creditors, employees, former employees, shareholders, administrative agencies, tax and regulatory authorities, governmental departments, secretaries of state, federal, state and local officials, litigation claimants, and their respective successors and assigns, are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and/or transfer the Acquired Assets to the Purchaser (or its designee) in accordance with the terms of the APA and this Sale Order and are hereby forever barred, estopped and permanently enjoined from asserting such claims against any Purchaser Party or its property (including the Acquired Assets).

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16. To the maximum extent permitted by law, in accordance with the APA, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the “Licenses”) of the Debtors with respect to the Acquired Assets and the Sale. To the extent the Purchaser cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect while the Purchaser, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Purchaser.

17. Notwithstanding anything in this Sale Order, subject to section 525(a) of the Bankruptcy Code, no governmental unit (as defined in Bankruptcy Code § 101(27)) or any representative thereof may revoke, suspend any right, license, trademark or other permission relating to the use of the Acquired Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases, the conduct of the Sale, or the consummation of the Transaction contemplated by the APA.

18. The consideration provided by the Purchaser to the Debtors pursuant to the APA for the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

19. No Purchaser Party shall be deemed, as a result of any action taken in connection with the APA, the consummation of the Transaction or the transfer, operation or use of the Acquired Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors

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(other than solely with respect to any Assumed Liabilities after the Closing), (b) have *de facto* or otherwise merged with or into the Debtors or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors, in each case for any purpose or under any applicable law.

20. Except as expressly provided in the APA with respect to the Purchaser, no Purchaser Party shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective business or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or in part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated.

21. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction, unless such authorization and such Transaction are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

22. The APA and the Transaction Documents may be modified, amended, or supplemented by the Debtors and the Purchaser, with the consent of the DIP Agent subject to the

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terms and conditions of the DIP Loan Documents, in a writing signed by such parties, and in accordance with the terms thereof, without further order of this Court; provided, that (i) any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, and (ii) has been agreed to between the Debtors and the Purchaser (with such consent not to be unreasonably withheld). The Debtors shall provide five (5) days' notice of any such modification, amendment, or supplement, including, for the avoidance of doubt, all material modifications, amendments, or supplements to counsel for the Committee. Any material modification, amendment, or supplement to the APA and the Transaction Documents adversely affecting the Debtors' estates must be approved by order of this Court following a motion on notice to all interested parties.

23. Nothing contained in any chapter 11 plan confirmed in the Debtors' chapter 11 cases or any subsequent order of this Court, including, without limitation, any order confirming any such chapter 11 plan, any order authorizing the sale of assets of the Debtors pursuant to any section of the Bankruptcy Code, and any order approving wind-down or dismissal of any Debtor's chapter 11 case or any subsequent chapter 7 case shall change, supersede, abrogate, nullify, restrict, or conflict with the provisions of the APA, the Transaction Documents, or this Sale Order, or in any way prevent or interfere with the consummation or performance of the Transaction.

24. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules or Local Rules to the contrary, for cause shown, pursuant to Bankruptcy Rule 6004(h), this Sale Order shall not be stayed, shall be effective

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immediately upon entry, and the Debtors and the Purchaser are authorized to close the Transaction immediately upon entry of this Sale Order.

25. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in their entirety; *provided* that this Sale Order shall govern if there is any inconsistency between such agreements (including all ancillary documents executed in connection therewith), as applicable, and this Sale Order.

26. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to (i) allow the Purchaser to deliver any notice provided for in the APA and the Transaction Documents, and (ii) allow the Purchaser to take any and all actions permitted under the APA and the Transaction Documents in accordance with the terms and conditions thereof. The automatic stay imposed by section 362 of the Bankruptcy Code shall be modified solely to the extent necessary to implement the preceding sentence, and this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

27. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Acquired Assets to the Purchaser; (b) interpret, implement, and enforce the provisions of

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this Sale Order; and (c) protect the Purchaser against any Claims, Encumbrances and Interests with respect to the Sellers or the Acquired Assets of any kind or nature whatsoever (other than the Permitted Liens as set forth in this Sale Order) subject to the rights of the DIP Secured Parties set forth in Paragraph 14 of this Sale Order.

28. **Provision Regarding Amazon.** Nothing in the sale order extinguishes Amazon.com Services LLC's ("Amazon") setoff rights, rights of recoupment, and other defenses to payment that Amazon may have with respect to any accounts receivable or purchase orders being sold by the Debtors to the Purchaser or otherwise. The sale shall not be free and clear of, and shall not impair in any respect, any setoff or recoupment rights or other affirmative defenses to payment (including without limitation all return and credit rights) held by Amazon (a) with respect to any agreements being assigned pursuant to the terms of this Sale Order; and (b) on any purchase orders or accounts receivable, whether or not such accounts receivable, contracts or purchase orders are being assumed and assigned by the Debtors to the Purchaser.

29. **Provision Regarding Granite.** Notwithstanding anything to the contrary herein, this Sale Order does not authorize the assumption and assignment of the lease agreement between the Debtors and Granite (5415 Centerpoint) LLC relating to the leased premises located in Obetz, Ohio (the "Granite Lease"). For the avoidance of doubt, notwithstanding anything to the contrary herein, the Debtors' right to seek authority to assume and assign the Granite Lease under separate motion is not affected by this Sale Order.

30. **Provision Regarding Chubb.** Notwithstanding anything to the contrary in this Sale Order, the Bidding Procedures Order, the Assumption and Assignment Notice, the APA or

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any document related to any of the foregoing, (i) nothing shall permit or otherwise effect a sale, an assignment or any other transfer of any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, ACE Property & Casualty Insurance Company, Chubb Custom Insurance Company, Illinois Union Insurance Company, and/or any of their U.S.-based affiliates and predecessors (collectively, the “Chubb Companies”) to or that provide coverage to any of the Debtors (or their predecessors) at any time and all agreements, documents or instruments relating thereto (collectively, the “Chubb Insurance Contracts”) and/or any rights, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts; (ii) the Chubb Insurance Contracts and/or any rights, proceeds, benefits, claims, interests, rights to payments and/or recoveries under such Chubb Insurance Contracts (a) are not and shall not be deemed to be either Assigned Contracts nor a portion of any of the Assets sold, assigned or otherwise transferred as a part of the Sale, and (b) shall be deemed to be Excluded Assets; (iii) nothing shall alter or modify the terms and conditions of the Chubb Insurance Contracts; *provided, however*, that to the extent any claim with respect to the Acquired Assets arises that may be covered by the Chubb Insurance Contracts, and subject to applicable non-bankruptcy law, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Purchaser any such insurance proceeds (each, a “Proceed Turnover”); *provided further* that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

Exhibit A
APA

(See attached.)

ASSET PURCHASE AGREEMENT
BY AND AMONG
BOWFLEX INC.
NAUTILUS FITNESS CANADA, INC.
AND
JOHNSON HEALTH TECH RETAIL, INC.

Dated as of March 4, 2024

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of March 4, 2024, and entered into by and among BowFlex Inc., a Washington corporation (the “US Seller”), Nautilus Fitness Canada, Inc., a Canadian corporation (the “Canadian Seller” or a “Foreign Seller” and, together with the US Seller, each a “Seller” and collectively, “Sellers”), and Johnson Health Tech Retail, Inc., a Wisconsin corporation (“Purchaser”).

A. Sellers are a global leader in innovative home fitness solutions, including exercise bikes, other cardio equipment, strength training products, and a digital fitness platform (the “Business”).

B. The US Seller plans to file a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) (the resulting case, the “Bankruptcy Case”).

C. Subject to the terms and conditions of this Agreement, following entry of the Sale Order finding Purchaser as the prevailing bidder at the Auction, Sellers desire to sell, transfer, and assign to Purchaser the Acquired Assets and the Assumed Liabilities, pursuant to the terms and conditions of this Agreement.

D. Sellers and Purchaser have agreed that (i) the sale, transfer and assignment of Acquired Assets and Assumed Liabilities from the US Seller to Purchaser shall be effected pursuant to sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules for the Bankruptcy Court, and (ii) the sale, transfer and assignment of Acquired Assets and Assumed Liabilities from the Foreign Seller shall be effected out-of-court and not pursuant to the Bankruptcy Code or any foreign bankruptcy, insolvency, or other proceeding.

NOW, THEREFORE, in consideration of the foregoing premises, the representations, warranties, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

As used herein, the following terms shall have the following meanings:

“Accounts Receivable” shall mean all accounts receivable of Sellers and other receivables of Sellers (whether or not billed) in the United States and Canada.

“Acquired Assets” means each Seller’s United States and foreign assets as specified on Schedule A hereto.

“Acquisition” has the meaning assigned to that term in the Preamble.

“Adjusted Accounts Receivable” means Accounts Receivable MINUS Accounts Receivable over 150 days past due.

“Agreement” has the meaning assigned to that term in the Preamble.

“Alternative Transaction(s)” shall mean a Third-Party Sale or a Restructuring Transaction.

“Ancillary Agreements” means any certificate, agreement, document or other instrument to be executed and delivered in connection with this Agreement.

“Assigned Contracts” has the meaning assigned to that term in Section 2.1.

“Assumed Liabilities” has the meaning assigned to that term in Section 2.3.

“Assumed Trade Payables” means bona fide trade payables of Seller arising after the date of the Bankruptcy Petition and incurred in the ordinary course of business consistent with past practices through the Closing in respect of goods received or to be received after the date of the Bankruptcy Petition and services rendered or to be rendered after the date of the Bankruptcy Petition.

“Auction” has the meaning assigned to that term in Section 6.4(a).

“Back-up Bidder” has the meaning assigned to that term in Section 6.4(d).

“Bankruptcy Case” has the meaning assigned to that term in the Preamble.

“Bankruptcy Code” has the meaning assigned to that term in the Preamble.

“Bankruptcy Court” has the meaning assigned to that term in the Preamble.

“Bankruptcy Petition” shall mean the voluntary bankruptcy petition expected to be filed by Seller with the Bankruptcy Court initiating the Bankruptcy Case.

“Bidding Procedures Order” has the meaning assigned to that term in Section 6.2.

“Bidding Protections Trigger” has the meaning assigned to that term in Section 6.5(a).

“BowFlex Privacy Policy” means the Privacy Policy of BowFlex Inc., its brands and wholly owned subsidiaries, last updated November 1, 2023.

“Break-Up Fee” has the meaning assigned to that term in Section 6.5(b).

“Business” has the meaning assigned to that term in the Preamble.

“Business Day” means any day on which commercial banking institutions are open for business in Wilmington, Delaware and Taichung, Taiwan.

“Closing” has the meaning assigned to that term in Section 3.1.

“Closing AR Adjustment Amount” means (in the event that actual Adjusted Accounts Receivable at Closing is less than the Accounts Receivable Forecast) the difference between (i) Adjusted Accounts Receivable Forecast (as set forth in Schedule 1.1 attached hereto), and (ii) the actual Adjusted Accounts Receivable as of the Closing Date.

“Closing Cash” means \$37.5 million.

“Closing Date” has the meaning assigned to that term in Section 3.1.

“Closing Inventory Adjustment Amount” means (in the event the book value of Inventory at Closing is less than the Closing Inventory Forecast) 80% of the difference between (i) the book value of Inventory at Closing and (ii) the Closing Inventory Forecast.

“Closing Inventory Forecast” means the closing inventory forecast provided by Seller to the Purchaser as of the date hereof and attached as Schedule 1.1 hereof.

“Confidentiality Agreement” has the meaning assigned to that term in Section 8.16.

“Contracts” means all agreements, contracts, leases, consensual obligations, promises or undertakings, whether written or oral, other than Employee Benefit Plans.

“Cure Amounts” means all amounts, costs and expenses required by the Bankruptcy Court to cure all defaults under the Assigned Contracts so that they may be assumed and assigned to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code, subject to any negotiated adjustments agreed to by the applicable Assigned Contract counterparty.

“Customer Information” means all customer lists, client lists, and other customer or client data collected pursuant to the BowFlex Privacy Policy (excluding any such information with respect to customers or clients who have elected to opt-out pursuant to the BowFlex Privacy Policy, applicable law or Order of the Bankruptcy Court); *provided*, that such customer or client data shall be limited to such customers’ or clients’ name, email address, physical address, gender and date of birth.

“Debtor” shall mean Seller collectively.

“Deposit” has the meaning assigned to that term in Section 2.6.

“DIP Obligations” has the meaning assigned to that term in the DIP Order.

“DIP Order” means the means an interim or final order of the Bankruptcy Court approving the US Seller’s post-petition debtor-in-possession credit facility.

“D&O Claims” means all rights, claims, and causes of action against any director, officer, equity holder, or employee of Seller, and all rights, claims, and causes of action under director and officer, fiduciary, and employment practices and similar insurance policies maintained by Seller.

“Employee Benefit Plans” shall mean (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), including any employee pension benefit plans; (ii) all employment, consulting, non-competition, employee non-solicitation, employee loan or other compensation agreements, (iii) all collective bargaining agreements, and (iv) all bonus or other incentive compensation, equity or equity-based compensation, stock purchase, deferred compensation, change in control, severance, leave of absence, vacation, salary continuation, medical, life insurance or other death benefit, educational assistance, training, service award, Section 125 cafeteria, dependent care, pension, welfare benefit or other material employee or fringe benefit plans, policies, agreements or arrangements, whether written or unwritten, qualified or unqualified, funded or unfunded and all underlying insurance policies, trusts and other funding vehicles, in each case currently maintained by or as to which Seller has or could reasonably be expected to have any obligation or liability, contingent or otherwise, thereunder for current or former employees, directors or individual consultants of Seller.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and regulations and formal guidance issued thereunder.

“Escrow Agent” has the meaning assigned to that term in Section 2.6.

“Escrow Agreement” has the meaning assigned to that term in Section 2.6.

“Estate” shall mean the estate of Debtor created by Section 541 of the Bankruptcy Code upon the filing of the Bankruptcy Petition and in connection with the Bankruptcy Case.

“Estate Causes of Action” shall mean any avoidance or recovery action that belongs to or could have been raised by the Debtor or the debtor-in-possession or its Estate under Article 5 of the Bankruptcy Code; and any and all causes of action, defenses, and counterclaims accruing to the Debtor or that is property of its Estate, based upon facts, circumstances and transactions that occurred prior to the Closing Date, except for (i) causes of action that relate to an Assigned Contract, (ii) causes of action relating to the operation of the Acquired Assets, and (ii) causes of action, defenses and counterclaims arising from breaches of warranty relating to the Acquired Assets.

“Excluded Assets” has the meaning assigned to that term in Section 2.2.

“Executory Contracts and Unexpired Leases” has the meaning assigned to that term in Section 2.1.

“Expense Reimbursement” has the meaning assigned to that term in Section 6.5(a).

“GAAP” means generally accepted accounting principles, consistently applied.

“Governmental Authorization” means any consent, franchise, license, registration, permit, order or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law, including, as the context may require, any declarations or filings with, or expiration of waiting periods imposed by, any such Governmental Body.

“Governmental Body” means any (i) nation, state, county, city, town, borough, village, district or other jurisdiction, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental body of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers), (iv) multinational organization or body, (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (vi) official of any of the foregoing.

“Intellectual Property” means all trademarks, trade names, corporate names, company names, business names, product or brand names, service marks, patents, copyrights (including but not limited to moral rights), and any applications for or registrations of any of the foregoing, works of authorship, know-how, logos, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, domain names, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries) inventions, trade secrets and any other intellectual property or intangible property that are used in the Business (on a worldwide basis without any geographical restrictions) as presently conducted and any rights relating to any of the foregoing.

“Inventory” means all supplies, goods, materials, work in process, inventory and stock in trade owned by Sellers exclusively for use or sale in the ordinary course of Business, but specifically excluding (1) goods which belong to sublessees, licensees or concessionaires of Seller, and (2) goods held by Sellers on memo, on consignment, or as bailee.

“IP Maintenance Capital” means unpaid costs for patent, trademark, copyright and domain name prosecution, renewals and maintenance that were due prior to Closing, which Seller shall report to Purchaser no less than twenty-four (24) hours prior to Closing.

“Law” means any applicable federal, state, provincial, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“Liability” means any and all obligations, liabilities, debts and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence, strict liability, or otherwise) and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

“Lien” means any mortgage, deed of trust, lien, pledge, charge, title defect, security interest, pledge, leasehold interest or other legal or equitable encumbrance of any kind.

“Permitted Liens” means (i) Liens arising out of operating leases with third parties to the extent related to an Acquired Asset, and (ii) those Liens set forth on Schedule 1.2.

“Person” means any individual, corporation, partnership, joint venture, trust, association, limited liability company, unincorporated organization, other entity, or governmental body or subdivision, agency, commission or authority thereof.

“Post-Closing Tax Period” means all taxable years or other taxable periods beginning on or after the Closing Date and, with respect to any taxable year or other taxable period beginning before and ending on or after the Closing Date, the portion of such taxable year or period beginning on the Closing Date.

“Pre-Closing Taxes” means all Taxes (other than Transfer Taxes) attributable to the operation of the Business or ownership or operation of the Acquired Assets with respect to any Pre-Closing Tax Period, which shall be calculated in accordance with Section 6.9(c) in the case of any taxable year or other taxable period beginning before and ending on or after the Closing Date

“Pre-Closing Tax Period” means (a) all taxable years or other taxable periods that end before the Closing Date and, (b) with respect to any taxable year or other taxable period beginning before and ending on or after the Closing Date, the portion of such taxable year or period ending on and including the day before the Closing Date.

“Pro Rata Expenses” means up to \$10,000.00 in expenses and costs, consisting of any rent or other occupancy expenses (including utility expenses) or prepaid expenses with respect to any Assigned Contract, in each case, incurred by Seller for the period of the month in which the Closing Date occurs beginning on the first of such month and ending on the Closing Date (for the avoidance of doubt, such proration to be calculated based on the number of days in the month up to, and including the Closing Date, or if such expenses cannot be calculated by day, such other reasonable method as agreed upon by Seller and Purchaser acting in good faith); *provided, however*, that in the event Purchaser adds any Assigned Contracts after the date of this Agreement, then the cap amount would be adjusted as mutually agreed by Seller and Purchaser. Seller shall deliver to Purchaser a summary of such Pro Rata Expenses (together with reasonable supporting documentation) on or prior to the Closing Date, and Purchaser shall reimburse Seller for such documented expenses within three (3) Business Days of the Closing Date.

“Purchase Price” has the meaning assigned to that term in Section 2.5.

“Purchaser” has the meaning assigned to that term in the Preamble.

“Purchaser Releasing Party” has the meaning assigned to that term in Section 8.12(b).

“Related Claims” has the meaning assigned to that term in Section 8.8

“Restructuring Transaction” means a stand-alone Chapter 11 plan of reorganization under which Seller’s secured lenders receive substantially all equity and debt in the reorganized Seller.

“Sale Order” has the meaning assigned to that term in Section 6.3(a).

“Seller” has the meaning assigned to that term in the Preamble.

“Seller Releasing Party” has the meaning assigned to that term in Section 8.12(a).

“Successful Bidder” has the meaning assigned to that term in the Bidding Procedures Order.

“Tax” or “Taxes” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security (or similar excises), unemployment, disability, ad valorem, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, by any governmental authority responsible for imposition of any such tax (domestic or foreign).

“Third Party” means a Person other than Purchaser or an Affiliate of Purchaser.

“Third-Party Sale” means a sale of all or substantially all of the Acquired Assets to a Third Party; provided, however, that a Restructuring Transaction shall not constitute a Third-Party Sale.

“Transactions” has the meaning assigned to that term in Section 2.4.

“Transfer Taxes” has the meaning assigned to that term in Section 6.9(a).

“Transferred Employees” has the meaning assigned to that term in Section 6.8(a).

“Trustee” means any trustee or fiduciary appointed to act on behalf of the Debtor or as successor to the Debtor.

“US Accounts Receivable” is set forth in Schedule 1.1 hereto.

ARTICLE II SALE AND PURCHASE OF ASSETS

2.1 **Sale and Purchase of Assets.** On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall purchase from Seller, and Seller shall sell, assign, transfer, convey and deliver to Purchaser, all of Seller’s right, title and interest in the Acquired Assets, to the maximum extent transferable under applicable Law, the Bankruptcy Code or otherwise, as those assets, properties, rights, interests, benefits and privileges exist on the

Closing Date, free and clear of any Lien. Without limiting the foregoing, the Acquired Assets shall include all of Seller's right, title and interest in:

(a) all Contracts, agreements, licenses, leases, warranties, commitments, and purchase and sale orders with respect to personal property, Intellectual Property, real property or otherwise (collectively, "Executory Contracts and Unexpired Leases"), solely to the extent that such Executory Contracts and Unexpired Leases are listed on Schedule 2.1 as designated by Purchaser to be assumed and assigned on the Closing Date in accordance with the Bidding Procedures Order and provided further that Purchaser shall have provided adequate assurance of future performance under Section 365(b)(1)(C) of the Bankruptcy Code with respect to any designated contract (collectively, "Assigned Contracts"), together with the right to receive income in respect of such Assigned Contracts on and after the Closing Date, and any causes of action which may be brought by Seller relating to past or current breaches of the Assigned Contracts; and

(b) the IP Maintenance Capital.

The sale, assignment, transfer, conveyance, and delivery of Acquired Assets and Assumed Liabilities from the US Seller to Purchaser shall be effected pursuant to sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules for the Bankruptcy Court, and the sale, assignment, transfer, conveyance, and delivery of Acquired Assets and Assumed Liabilities from the Foreign Seller shall be effected out-of-court and not pursuant to the Bankruptcy Code or any foreign bankruptcy, insolvency, or other proceeding.

2.2 **Excluded Assets.** Notwithstanding the provisions of Section 2.1 or any other provision of this Agreement, the Acquired Assets do not include, and Seller shall not transfer to Purchaser any of the following assets, properties, rights, interests, benefits and privileges (collectively, the "Excluded Assets"):

(a) all cash, bank deposits, securities and cash equivalents, including for this purpose, all cash and cash equivalents if credited to Seller's bank accounts prior to or on the Closing Date, other than the IP Maintenance Capital;

(b) all Executory Contracts and Unexpired Leases and the rights associated therewith other than Assigned Contracts;

(c) all corporate minute books and records of internal corporate proceedings, stock transfer ledgers, blank stock certificates, corporate seals, tax and accounting records, work papers and other records relating to the organization or maintenance of the legal existence of Seller;

(d) any books, records or other information related solely and exclusively to the Excluded Assets;

(e) all records that Seller is required by law to retain;

(f) all refunds or credits or deposits of Taxes receivable by Sellers with respect to any Pre-Closing Tax Period, including without limitation any refunds, credits or deposits of Taxes arising as a result of Sellers' operation of the Business or ownership, operation, utilization or maintenance of the Acquired Assets prior to the Closing Date;

(g) all Estate Causes of Action;

(h) D&O Claims;

(i) all equity interests, or interests convertible into or exchangeable for equity interests, held by Seller (including with respect to subsidiaries);

(j) all claims, cause(s) of action and benefits related to any and all employment agreement(s), Employee Benefit Plans and any arrangement(s) in respect of the foregoing of whatever nature, and including cash and equity;

(k) all assets related to any Employee Benefit Plan; and

(l) all assets, properties and rights identified on Schedule 2.2(l).

Notwithstanding anything to the contrary in Section 2.2 above, Purchaser shall have the right, on reasonable request, to obtain copies of any books, records, documents and information reasonably necessary for the acquisition, operation and disposition of the Acquired Assets.

2.3 **Assumed Liabilities.** Upon the terms and subject to the conditions set forth herein, at the Closing, Purchaser shall assume and shall timely perform and discharge in accordance with their respective terms, solely: (a) all Liabilities and Cure Amounts with respect to the Assigned Contracts, (b) all Liabilities (including for any Tax) that arise on and after the Closing Date with respect to Purchaser's ownership or operation of the Acquired Assets on and after the Closing Date, and (c) the Pro Rata Expenses (collectively "Assumed Liabilities").

2.4 **Excluded Liabilities.** Purchaser, by its execution and delivery of this Agreement and the Ancillary Agreements and its performance of the transactions contemplated by this Agreement and the Ancillary Agreements (the "Transactions"), shall not assume or otherwise be responsible for any Liability other than the Assumed Liabilities. For clarification, the following Liabilities shall be excluded, without limitation: (a) all post-petition accounts payable and accrued post-petition expenses of Seller for work done in the ordinary course of Business (excluding any expenses incurred with respect to the administration of the Bankruptcy Case) which would qualify as administrative priority expenses under Section 503(b) of the Bankruptcy Code, (b) all Liabilities with respect to Employee Benefit Plans, (c) all Liabilities for wages, compensation, bonuses, deferred compensation, overtime, profit sharing benefits workers' compensation, 401(k) matching, sick pay, vacation, personal days and severance benefits for Transferred Employees for periods of service occurring prior to the Closing Date, (d) all Liabilities with respect to Assumed Trade Payables, and (e) all third party litigation expenses, settlement costs and attorneys' fees of the Seller that arise from or related to its shareholders, employees, suppliers, customers, other bidder(s) and/or government authorities.

2.5 **Purchase Price.** The aggregate consideration for the sale and transfer of the Acquired Assets (the “Purchase Price”) shall be (a) the Closing Cash, and (b) the assumption by Purchaser of the Assumed Liabilities including payment of the Cure Amounts and the Pro Rata Expenses (which such Pro Rata Expenses may be owed to a Seller). At the Closing, Purchaser shall deliver the Closing Cash MINUS the (i) Deposit, the (ii) Closing AR Adjustment Amount, if any, the (iii) Closing Inventory Adjustment Amount, if any, and (iv) the Sellers’ Transfer Tax Reimbursement, if any, to Seller by wire transfer of immediately available funds to accounts designated in writing by Seller.

2.6 **Deposit.** On the date of this Agreement, Purchaser (or its affiliate) shall deposit with an escrow agent satisfactory to Purchaser (the “Escrow Agent”) \$3,750,000 Dollars, representing ten percent (10%) of the Closing Cash (the “Deposit”), by wire transfer which shall be held in escrow pursuant to the Bidding Procedures Order. Purchaser shall enter into an escrow agreement in such form and substance as shall be reasonably agreed upon by Seller, Purchaser and the Escrow Agent. The Deposit shall be credited against the Closing Cash at the Closing if Purchaser is the Successful Bidder for the Acquired Assets. If this Agreement is terminated, then the Deposit shall be forfeited to Seller as liquidated damages, or returned to Purchaser, as applicable, as provided in Article VII.

2.7 **Non-Transferrable Acquired Assets.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Acquired Asset or any right thereunder if an attempted assignment, without the consent of a Third Party, would constitute a breach or in any way adversely affect the rights of Purchaser or Seller thereunder. If such consent is not obtained or such assignment is not attainable pursuant to an Order of the Bankruptcy Court, then such Acquired Assets shall not be transferred hereunder, and the Closing shall proceed with respect to the remaining Acquired Assets.

ARTICLE III CLOSING; CONDITIONS TO CLOSING

3.1 **Closing.** Subject to the terms and conditions of this Agreement, the closing (the “Closing”) of the sale and purchase of the Acquired Assets and the assumption of the Assumed Liabilities is expected to take place on or before 49 days after the filing of the Bankruptcy Petition (unless otherwise agreed by Seller and Purchaser), at a location to be specified by Seller. The time and date upon which the Closing occurs is referred to herein as the “Closing Date.” All transactions at the Closing shall be deemed to take place simultaneously and none shall be deemed to have taken place until all shall have taken place.

3.2 **Court Approval Required.** Purchaser and Seller acknowledge and agree that the Bankruptcy Court’s entry of the Sale Order shall be required in order to consummate the Transactions, and that the requirement that the Sale Order be entered is a condition that cannot be waived by any party.

3.3 **Conditions to Obligations of Purchaser.** The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or

before the Closing, of each of the following conditions, any of which conditions may, except for the condition set forth in Section 3.2, be waived by Purchaser in its sole discretion:

(a) Representations and Warranties. The representations and warranties of Seller set forth in Article IV of this Agreement shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) Agreements and Covenants. Seller shall have performed and complied with each material agreement, covenant and obligation required to be performed or complied with by Seller under this Agreement at or before the Closing in all material respects.

(c) Deliveries at Closing. Purchaser shall have received from Seller duly executed assignments, patent assignments, general trademark assignments, lease assignments, bills of sale or certificates of title, dated as of the Closing Date, in form and substance reasonably satisfactory to Purchaser, whereby Seller will transfer to Purchaser free and clear of any Lien (except Permitted Liens and Assumed Liabilities) all of Seller's right, title and interest in and to the Acquired Assets.

(d) Consents. All material consents, authorizations, or approvals required to be obtained from any Governmental Authority set forth on Schedule 4.3 shall have been obtained and be in full force.

3.4 Conditions to Obligations of Seller. The obligation of Seller to consummate the Transactions is subject to the satisfaction, at or before the Closing, of each of the following conditions, any of which conditions may, except for the condition set forth in Section 3.2, be waived by Seller in its sole discretion:

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V of this Agreement shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) Agreements and Covenants. Purchaser shall have performed and complied with each agreement, covenant and obligation required to be performed or complied with by it under this Agreement at or before the Closing in all material respects.

(c) Receipt of Purchase Price. Seller shall have received (i) the Purchase Price (less the Deposit) from Purchaser and (ii) the Deposit from the Escrow Agent.

(d) Orders. The Bankruptcy Court shall have entered the Sale Order.

(e) Deliveries at Closing. Seller shall have received from Purchaser all fully executed instruments or documents as Seller may reasonably request to effect the transfer of the

Acquired Assets and assumption of the Assumed Liabilities and to otherwise consummate the Transactions.

(f) Consents. All consents, authorizations, or approvals required to be obtained from any Governmental Authority set forth on Schedule 4.3 shall have been obtained and be in full force.

3.5 **Delivery of Possession of Assets**. Right to possession of all Acquired Assets shall transfer to Purchaser at the Closing. Purchaser shall bear all risk of loss with respect to the Acquired Assets from and after the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers, and each of them, represent and warrant to Purchaser, jointly and severally, that the statements contained in this Article IV are true and correct as of the date hereof and will be true and correct in all material respects on the Closing Date.

4.1 **Organization, Good Standing and Power**. Such Seller and each of its subsidiaries is validly existing and in good standing under the laws of the jurisdiction of its formation. Subject to the applicable provisions of the Bankruptcy Code, such Seller and each of its subsidiaries has the power to own its properties and carry on its business as now being conducted and is qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

4.2 **Authority Relative to this Agreement; Execution and Binding Effect**. Such Seller and each of its subsidiaries has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and, subject to receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code, to consummate the Transactions. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly approved and adopted by the board of directors or managers, as applicable, of such Seller (and in the case of Canadian Seller only, a resolution of the shareholder) and each of its subsidiaries, and, except for Bankruptcy Court approval or as set forth on Schedule 4.3, no other proceedings or approvals on the part of such Seller or its subsidiaries are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by each such Seller. Assuming due authorization, execution and delivery by Purchaser, this Agreement constitutes, and each of the Ancillary Agreements at the Closing will constitute, the valid and binding obligation of Sellers, enforceable against each Seller in accordance with their terms, except as such enforcement may be limited by (a) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, or (b) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4.3 **Governmental and Other Consents.** Except for the receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code and as set forth on Schedule 4.3, no consent, notice, authorization or approval of, or exemption by, or filing with or notifications to any Governmental Authority or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by such Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

4.4 **Assets.** Such Seller has good and valid title to the Acquired Assets being sold by them. Upon the terms and subject to the conditions contained in this Agreement and subject to requisite Bankruptcy Court approvals and the terms of the Sale Order, at the Closing, each Seller shall transfer and deliver to Purchaser good and valid title to the Acquired Assets held by them, free and clear of all Liens. Other than as set forth on Schedule 4.4, none of US Seller's subsidiaries (with the exception of the Canadian Seller) own any of the Acquired Assets or any Intellectual Property.

4.5 **IP Litigation.** Other than as set forth on Schedule 4.5, there are no pending and threatened claims in respect of or challenges (including oppositions) to the validity of any Intellectual Property of the Seller.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof and will be true and correct in all material respects on the Closing Date.

5.1 **Organization, Good Standing and Power.** Purchaser is validly existing and in good standing under the laws of the state of its formation. Purchaser has the power to own its properties and carry on its business as now being conducted and is qualified or licensed to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary.

5.2 **Authority Relative to this Agreement; Execution and Binding Effect.** Purchaser has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the Transactions. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly approved and adopted by all necessary action of Purchaser and no other proceedings or approvals (shareholder, member or otherwise) on the part of Purchaser are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Purchaser. Assuming due authorization, execution and delivery by Seller, this Agreement constitutes, and each of the Ancillary Agreements at the Closing will constitute, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their terms.

5.3 **Governmental and Other Consents.** No consent, notice, authorization or approval of, or exemption by, or filing with or notifications to any Governmental Authority or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

5.4 **Financial Ability.** Purchaser and its affiliates have cash available that is sufficient to enable it to pay the Deposit and the Purchase Price and all other amounts otherwise payable to consummate the Transactions pursuant to and in accordance with this Agreement.

ARTICLE VI COVENANTS

6.1 **Operation of Business.** Subject to the requirements of, and the obligations imposed upon, US Seller as debtor-in-possession and pursuant to the Bankruptcy Code and except as otherwise contemplated by this Agreement or the Bidding Procedures Order or as required to comply with the debtor-in-possession financing obtained by Seller and except for any usual and customary disruptions that may occur as a result of the filing of the Bankruptcy Case, Sellers shall operate the Business in the ordinary course; and consistent with such operation, shall use commercially reasonable efforts to maintain the goodwill associated with the Business, prevent the impairment and degradation of the value of the Acquired Assets, and maintain relationships with the employees, customers and suppliers of the Business.

6.2 **Bidding Procedures and Orders.** The purchase and sale of the Acquired Assets from the US Seller will be subject to competitive bidding in accordance with the terms of the order approving the sale and bidding procedures entered by the Bankruptcy Court (the "Bidding Procedures Order").

6.3 **Sale Order.**

(a) Prior to the Closing, and subject to the provisions of this Agreement, Purchaser and US Seller shall use their commercially reasonable efforts to obtain entry of an order or orders by the Bankruptcy Court pursuant to Sections 363 and 365 of the Bankruptcy Code (the "Sale Order"), which shall approve of this Agreement and the transactions described herein, and which shall be (1) in form and substance reasonably acceptable to the Purchaser and (2) contain the following provisions in terms reasonably acceptable to the parties (it being understood that certain of such provisions may be contained in either the findings of fact or conclusions of law to be made by the Bankruptcy Court as part of the Sale Order):

(i) that US Seller may sell, transfer and assign the Acquired Assets and assume and assign the Assigned Contracts to Purchaser pursuant to this Agreement and Bankruptcy Code, as applicable;

(ii) the transfers of the Acquired Assets by US Seller to Purchaser (A) vest or will vest Purchaser with all right, title and interest of US Seller in and to the Acquired Assets, free and clear of all Liens (except for the Assumed Liabilities and Permitted Liens), and

(B) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code;

(iii) the transactions contemplated by this Agreement are undertaken by Purchaser and US Seller at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and the Purchaser and US Seller is entitled to the protections of Section 363(m) of the Bankruptcy Code;

(iv) a determination that selling the Acquired Assets free and clear of all Liens is in the best interest of the US Seller's Estate.

(b) If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), each party hereto agrees to use commercially reasonable efforts to obtain an expedited resolution of such appeal; provided, however, that nothing herein shall preclude the parties hereto from consummating the Transactions if the Sale Order shall have been entered and has not been stayed in which event Purchaser shall be able to assert the benefits of Section 363(m) of the Bankruptcy Code.

6.4 **Overbid Procedures; Adequate Assurance.**

(a) US Seller and Purchaser acknowledge that this Agreement and the sale of the Acquired Assets by the US Seller is subject to Bankruptcy Court approval. Purchaser and US Seller acknowledge that the US Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to the creditors of the US Seller and other interested parties, providing information about the Business to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an auction (the "Auction") for purposes of determining the highest or otherwise best price for the Acquired Assets. US Seller further acknowledges that "best price" may not necessarily equal the "highest price."

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those set forth in the Bidding Procedures Order. Purchaser agrees to be bound by and accept the terms and conditions of the Bidding Procedures Order as approved by the Bankruptcy Court. Purchaser agrees and acknowledges that the US Seller may continue soliciting inquiries, proposals or offers for the Acquired Assets in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order, and agrees and acknowledges that the bidding procedures contained in the Bidding Procedures Order may be supplemented by other customary procedures not inconsistent with the matters otherwise set forth therein and the terms of this Agreement, subject to advance notice to Purchaser to the extent practicable. For clarification, the US Seller and Purchaser agree that, subject to the Bidding Procedures Order, Purchaser shall have the right to participate in the Auction, and to change the terms and conditions of its bid in any and all overbid procedures.

(c) If an Auction is conducted, and Purchaser is not the prevailing bidder at the Auction but is the next highest bidder at the Auction, Purchaser shall serve as a back-up bidder (the “Back-Up Bidder”) and keep Purchaser’s bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable, notwithstanding any right of Purchaser to otherwise terminate this Agreement pursuant to Article VII. Following the Sale Hearing, if the prevailing bidder in the Auction fails to consummate the Third-Party Sale as a result of a breach or failure to perform on the part of such prevailing bidder and the purchase agreement with such prevailing bidder is terminated, the Back-Up Bidder (as the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and the US Seller will be authorized, without further order of the Bankruptcy Court, to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) with the Back-Up Bidder so long as Purchaser has not previously terminated this Agreement in accordance with its terms.

(d) Purchaser shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Purchaser of each Assigned Contract. Purchaser agrees that it will, and will cause its Affiliates to, promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, including furnishing affidavits, non-confidential financial information and other reasonable documentation or information for filing with the Bankruptcy Court and making Purchaser’s Representatives available to testify as to such adequate assurance before the Bankruptcy Court.

(e) The US Seller and Purchaser agree, and relevant Bankruptcy Court filings shall reflect the fact that the provisions of this Agreement, including this Section and Section 6.5, are reasonable, were a material inducement to Purchaser to enter into this Agreement and are designed to achieve the highest and best price for the Acquired Assets.

(f) Nothing in this Agreement, including this Section, shall require any director or officer of either Seller to violate their fiduciary duties to such Seller. No action or inaction on the part of any director or officer of either Seller that such director or officer reasonably believes is required by their fiduciary duties to such Seller shall be limited or precluded by this Agreement; provided, however, that no such action or inaction shall prevent Purchaser from exercising any termination rights it may have hereunder as a result of such action or inaction.

6.5 Expense Reimbursement; Break-Up Fee. Sellers acknowledge that Purchaser made a substantial investment of management time and incurred substantial out-of-pocket expenses in connection with negotiation and execution of the Agreement, its due diligence of the Business, the Acquired Assets and the Assumed Liabilities in Purchaser’s effort to consummate the Transactions contemplated hereby, and Purchaser’s efforts have substantially benefitted Sellers and will benefit the Sellers and the bankruptcy estate of the US Seller through the submission of the offer that is reflected in this Agreement and that will serve as the minimum bid as to which other potential bidders may rely, thus increasing the likelihood that the price at which the Acquired Assets are sold would be maximized. In consideration thereof, and as compensation for the value provided to Sellers and the Estate of the US Seller, the Sellers agree to the following:

(a) If (i) an Auction takes place and Purchaser is not identified as the Successful Bidder, (ii) at the time the Successful Bidder is identified, Purchaser is not in material breach of this Agreement (or, in the event that Purchaser is identified as the Back-Up Bidder, Purchaser is not in material breach of this Agreement at the time the Expense Reimbursement would otherwise be payable), (iii) Purchaser has not terminated this Agreement (other than in accordance with Section 7.1(d)), and (iv) any Alternative Transaction is consummated (collectively, the “Bid Protections Trigger”), then, Purchaser will be entitled to receive from Sellers, subject to an Order of the Bankruptcy Court authorizing such payment by the US Seller, an amount in cash equal to the reasonable and documented out-of-pocket expenses incurred by Purchaser in connection with its negotiation and consummation of the Transactions, which amount shall not exceed six hundred thousand dollars (\$600,000) in the aggregate (the “Expense Reimbursement”).

(b) In addition to any payments that may be due pursuant to Subsection (a) above, in the event of the occurrence of the Bid Protections Trigger, the Sellers shall also, and subject to an Order of the Bankruptcy Court authorizing such payment by the US Seller, pay to Purchaser a fee in an amount equal to three and a half percent (3.5%) of the Purchase Price (the “Break-Up Fee”).

(c) If the Expense Reimbursement and the Break-Up Fee become payable pursuant to subsections (a) and (b) above, such Expense Reimbursement and payment of the Break-Up Fee shall be made by wire transfer of immediately available funds to an account designated by Purchaser, and such payment shall be made on the closing date of any Alternative Transaction. The claim of Purchaser in respect of the Expense Reimbursement and the Break-Up Fee (which shall not require further Bankruptcy Court approval) shall survive termination of this Agreement and shall constitute a super-priority administrative expense claim, senior to all other administrative expense claims of Seller, as administrative expenses under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case (except those administrative expenses granted to the lenders under the Debtors’ post-petition debtor in possession financing facility and the adequate protection claims of the lenders under the pre-petition credit facilities).

(d) For the avoidance of doubt, (i) no Expense Reimbursement or Break-Up Fee shall be payable, and Purchaser shall not seek payment of any Expense Reimbursement or Break-Up Fee, prior to consummation of a Third-Party Sale and (iii) in no event shall Seller be obligated to pay the Expense Reimbursement or Break-Up Fee on more than one occasion.

(e) the US Seller shall file and seek entry of orders by the Bankruptcy Court approving the Expense Reimbursement and the Break-Up Fee as set forth herein.

(f) Each of the Parties acknowledges and agrees that: (i) the agreements contained in this Section are an integral part of the Transactions and this Agreement; (ii) the Break-Up Fee is not a penalty, but rather liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which such Break-Up Fee is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing the Transactions and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision; and (iii) the Break-Up Fee and

Expense Reimbursement shall be Purchaser's sole recourse in connection with this Agreement and the Ancillary Agreements in the event this Agreement is terminated prior to the Closing.

6.6 Access to Facilities, Personnel, and Information.

(a) Prior to the Closing, Sellers shall permit representatives of Purchaser to have reasonable access during regular business hours and upon reasonable notice, and in a manner so as not to interfere with the normal business operations of Sellers, to all premises, property, books, records (including Tax records), Contracts, and documents of or pertaining to the Business (provided that any representatives of Purchaser shall be subject to the confidentiality obligations under the Confidentiality Agreement or otherwise agree in writing to be bound by the terms of such Confidentiality Agreement applicable to Purchaser thereunder) and Acquired Assets. If requested, Purchaser shall be permitted to conduct a physical inspection of Inventory within 10 business days of the Closing.

(b) From the Closing Date through and including the seventh (7th) anniversary of the Closing Date, Purchaser shall grant Sellers, the Trustee, and their respective representatives reasonable access to the books and records transferred to Purchaser pursuant to this Agreement during regular business hours and upon reasonable notice for the purpose of allowing Sellers or its successors, the Trustee or their respective representatives to perform the duties necessary for the liquidation of the Debtor's Estate, in the case of the US Seller, or of the remaining assets of the Foreign Seller, in the case of the Foreign Seller. To the extent reasonably required by Sellers, Purchaser shall make one or more of the Transferred Employees available to each Seller to assist in such Seller's wind-down of its Estate or the Foreign Seller, as applicable, provided that such access does not unreasonably interfere with the conduct of the Business by Purchaser.

6.7 Further Assurances. Purchaser and Sellers shall use commercially reasonable efforts to take such further actions and execute such other documents as may be reasonably required to fulfill the conditions to Closing and, after Closing, to fully effect the transactions contemplated by this Agreement and the Ancillary Agreements and further secure to each party the rights intended to be conferred hereby and thereby; provided, however, that nothing in this Section shall prohibit Sellers or their Affiliates from ceasing operations or winding up its affairs following the Closing. Purchaser shall use commercially reasonable efforts to cooperate with Sellers and provide US Seller with information reasonably sufficient to enable Seller to demonstrate adequate assurance of future performance (as required by Section 365 of the Bankruptcy Code) as to Purchaser.

6.8 Employee Matters.

(a) Purchaser reserves the right to make offers of employment with or to provide consulting services to Purchaser or an affiliate of Purchaser to certain employees of Seller, effective only as of the Closing, and subject to Purchaser's right to interview such Seller employees and require successful completion of customary employee background checks and drug testing prior to offering employment to any such employee (such employees who are hired or retained by Purchaser or an affiliate, the "Transferred Employees"). Within two (2) Business Days following entry of the Sale Order finding Purchaser as the prevailing bidder at the Auction, Purchaser shall

begin interviews with Seller employees for the purpose of determining whether to offer such Seller employees post-Closing employment or the opportunity to provide post-Closing consulting services. Seller shall terminate the employment of all Transferred Employees as of immediately prior to the Closing and reasonably assist Purchaser in effecting the change of employment or service of the Transferred Employees as of the Closing in an orderly fashion. Purchaser's obligations under this Agreement are not conditioned upon any particular employees agreeing to employment with or to provide consulting services to Purchaser. All claims and liabilities, of whatever nature, arising from any relationship between the Seller (and its affiliates), on the one hand, and any of the Transferred Employees, on the other hand, including any unpaid compensation and several obligations, shall be the sole responsibility of the Seller. The parties acknowledge that Seller may choose to send WARN Act notices to some or all of the employees of the Seller and its subsidiaries, at any time deemed appropriate by the Seller.

(b) Nothing in this Agreement shall constitute any commitment, Contract or understanding (expressed or implied) of any obligation on the part of Purchaser to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Purchaser may establish pursuant to individual offers of employment. Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Purchaser to terminate, reassign, promote or demote any of the Transferred Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, future benefits, other compensation or terms or conditions of Purchaser's employment of such employees.

(c) If any of the arrangements described in this Section are determined by any Governmental Body to be prohibited by applicable Law, Purchaser and Seller shall modify such arrangements to as closely as possible reflect their expressed intent and retain the allocation of economic benefits and burdens to the parties contemplated herein in a manner that is not prohibited by applicable Law.

(d) Notwithstanding anything in this Section to the contrary, nothing contained herein, whether express or implied, shall be treated as an amendment or other modification of any Employee Benefit Plan or employee benefit plan maintained by Purchaser or any of its affiliates, or shall limit the right of Purchaser to amend, terminate or otherwise modify any Employee Benefit Plan or employee benefit plan maintained by Purchaser or any of its affiliates following the Closing Date. If (i) a party other than the parties hereto makes a claim or takes other action to enforce any provision in this Agreement as an amendment to any Employee Benefit Plan or employee benefit plan maintained by Purchaser or any of its affiliates, and (ii) such provision is deemed to be an amendment to such Employee Benefit Plan or employee benefit plan maintained by Purchaser or any of its affiliates even though not explicitly designated as such in this Agreement, then, solely with respect to the Employee Benefit Plan or employee benefit plan maintained by Purchaser or any of its affiliates at issue, such provision shall lapse retroactively and shall have no amendatory effect with respect thereto.

6.9 **Tax Matters.**

(a) All sales, use, transfer, stamp, conveyance, value added or other similar Taxes, duties, excises or governmental charges imposed by any Tax authority, domestic or foreign, and all recording or filing fees, notarial fees and other similar costs of Closing (“Transfer Taxes”) will be borne by Purchaser and the Purchase Price is exclusive of Transfer Taxes. All unpaid Pre-Closing Taxes shall be borne by the Seller. If any Seller is required by Law to collect any Transfer Taxes from Purchaser, Purchaser shall pay such Transfer Taxes to the applicable Seller concurrent with the payment of any amount payable pursuant to this Agreement. The applicable Seller shall remit all Transfer Taxes to the relevant Governmental Body in accordance with applicable Law. If Purchaser is required to collect any Transfer Taxes from either Seller or such Seller has not paid any Transfer Taxes it is obligated to pay, such Seller shall pay such Transfer Taxes to the Purchaser concurrent with the payment of any amount payable pursuant to this Agreement, or Purchaser may deduct such Transfer Taxes from the Closing Cash (the “Sellers’ Transfer Tax Reimbursement”).

(b) Purchaser and Seller shall negotiate in good faith, on or prior to the Closing Date, an allocation of the Purchase Price among the Acquired Assets. Purchaser and Seller shall each file all Tax returns (and IRS Form 8594, if applicable) on the basis of such agreed upon allocation, as it may be amended, and no party shall thereafter take a Tax return position inconsistent with such allocation unless such inconsistent position shall arise out of or through an audit or other inquiry or examination by the Internal Revenue Service or other Governmental Body responsible for Taxes.

(c) For purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning before and ending on or after the Closing Date, (i) Taxes imposed on a periodic basis in respect of the Acquired Assets (such as property taxes) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period pro rata on the basis of the number of days in such period, and (ii) Taxes (other than periodic Taxes) in respect of the Acquired Assets for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the end of day before the Closing Date.

(d) If applicable, Canadian Seller and Purchaser shall, as soon as possible after the Closing Date, jointly execute an election in prescribed form under section 22 of the Income Tax Act (Canada) with respect to the sale of the Accounts Receivable and shall designate therein the portion of the Purchase Price allocated to the Accounts Receivable from Canadian Seller in the allocation provided for in Section 6.9(b) as consideration paid by Purchaser for such Accounts Receivable. Canadian Seller and Purchaser shall each file such election (and any documentation necessary or desirable to give effect thereto) forthwith after the execution thereof (and, in any event, with their respective Tax returns for the taxation year in which the Closing Date occurs).

6.10 Limited Use of Intellectual Property. Following the Closing, for a period of 90 days, Seller shall have a limited license to use trademarks and trade names included as part of the Acquired Assets solely and reasonably in connection with transitioning the Business to Purchaser and winding down the remaining business of Seller, subject to the prior review and approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.11 **Funding Process.** On the Business Day following the approval of the Bankruptcy Petition by the Bankruptcy Court, Purchaser shall, or shall cause its parent company or other affiliate, as applicable, to initiate the process to transfer funds sufficient to pay the Purchase Price at Closing, including obtaining requisite corporate, banking, and regulatory approvals, and shall fund such account as soon as feasible.

ARTICLE VII TERMINATION; EFFECT OF TERMINATION

7.1 **Termination.** This Agreement may, by notice given prior to or at the Closing, be terminated:

- (a) by mutual consent of Purchaser and Seller;
- (b) by Seller or Purchaser in the event the Closing has not occurred on or before 49 days after filing of the Bankruptcy Petition;
- (c) by Seller if, incident to the Bidding Procedures Order, Seller accepts and closes on a competing bid for the purchase of all or part of the Acquired Assets;
- (d) by Purchaser if (i) the US Seller consummates a sale of all or part of the Acquired Assets to a Third Party other than Purchaser, or (ii) the US Seller's Bankruptcy Case is dismissed or converted to one under Chapter 7 of the Bankruptcy Code; or
- (e) by the non-breaching party upon a material breach of any provision of this Agreement; provided that such breach has not been waived by the non-breaching party and has continued after notice to the breaching party by the non-breaching party, without cure for a period of three (3) Business Days (provided that the non-breaching party shall have an immediate right to terminate if the breaching party has willfully breached any provision of this Agreement, which such breach is not cured).

7.2 **Effect of Termination.** If this Agreement is terminated pursuant to Section 7.1, (a) Purchaser shall have no Liability or obligations under this Agreement except for the forfeiture of the Deposit on the terms and conditions set forth in Section 7.3, and (b) Seller shall have no Liabilities under this Agreement; provided, however, that the obligations in Sections 8.2 shall survive.

7.3 **Deposit.** If Seller terminates this Agreement pursuant to Section 7.1(b) (solely due to Purchaser's inability or refusal to pay the Closing Cash) or 7.1(e), then the Deposit shall be forfeited to Seller. If this Agreement is terminated pursuant to Section 7.1(a), (b), (c) or for any other reason (other than a duly noticed and uncured breach of Purchaser's obligations under this Agreement), the Deposit shall be returned to Purchaser.

ARTICLE VIII GENERAL PROVISIONS

8.1 **“As Is”, “Where Is”, and “With all Faults” Transaction.** PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE IV, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS INCLUDING (A) FINANCIAL PROJECTIONS, REVENUES, PROFITS OR INCOME TO BE DERIVED OR COSTS OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, (B) THE PHYSICAL CONDITION OF ANY ACQUIRED ASSETS, (C) THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF THE REAL PROPERTY, (D) THE ZONING OF THE REAL PROPERTY, (E) THE VALUE OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF, (F) THE TRANSFERABILITY OF THE ACQUIRED ASSETS, (G) THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, (H) TITLE TO ANY OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF, (I) THE MERCHANTABILITY OR FITNESS OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF FOR ANY PARTICULAR PURPOSE, OR (J) ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER DEEMS NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION IV, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

8.2 **Transaction Expenses.** Except as expressly provided for herein, each party shall pay all fees, costs and expenses incurred by it with respect to this Agreement, whether or not the transactions contemplated by this Agreement are consummated.

8.3 **Certain Interpretive Matters and Definitions.** Unless the context requires, (a) references to the plural include the singular and references to the singular include the plural, (b) references to any gender includes the other gender, (c) the words “include,” “includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”, (d) the terms “hereof”, “herein”, “hereunder”, “hereto” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) all references to financial or accounting terms shall be defined in accordance with GAAP, and (f) all references to Sections, Articles, Exhibits or Schedules are to Sections, Articles, Exhibits or Schedules of or to this Agreement.

8.4 **Survival; Termination of Representations and Warranties.** The representations and warranties of the parties set forth in this Agreement shall terminate and be of no further force

or effect after the Closing. The Parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder for such period expressly set forth in this Agreement, or if not expressly set forth for a period no greater than three (3) months after the Closing Date.

8.5 **Amendment.** This Agreement may be amended or modified in whole or in part at any time by an agreement in writing among the parties.

8.6 **Waiver.** The waiver by a party of a breach of any covenant, agreement, condition or undertaking contained herein shall be made only by a written waiver in each case. No waiver of any breach of any covenant, agreement, condition or undertaking contained herein shall operate as a waiver of any prior or subsequent breach of the same covenant, agreement, condition or undertaking or as a waiver of any breach of any other covenant, agreement, condition or undertaking.

8.7 **Notices.** All notices, requests and other communications hereunder will be deemed to have been duly given if delivered personally, by an established overnight delivery company, or by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Seller:

BowFlex Inc.
17750 S.E. 6th Way
Vancouver, Washington 98683
Attention: Alan Chan

with a copy to:

Holland & Hart
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Amy Bowler

and a further copy to:

Sidley Austin LLP
1 S Dearborn St,
Chicago, IL 60603
Attn: Matthew A. Clemente

If to Purchaser:

Johnson Health Tech Retail, Inc.
c/o Johnson Health Tech Co. Ltd.
No. 999, Sec. 2, Dongda Rd., Zhongyi Vil., Daya Dist.
Taichung City, Taiwan ROC 428314

Attention: Jason Lo, CEO

with a copy to:

LCS & Partners
5F No. 8 Sinyi Road Section 5
Taipei City, Taiwan ROC 110
Attn.: Victor I. Chang, Esq.
Email: victorchang@lcs.com.tw

and a further copy to:

Buchalter
8400 Von Karman Avenue, Suite 800
Irvine, California 92612-0514
Attn.: Lee C. Cheng, Esq.
Email: lcheng@buchalter.com

or to such other address as may hereafter be designated by a party by the giving of notice in accordance with this Section 8.7. All notices, requests or other communications shall be deemed given when actually delivered if delivered personally or by an established overnight delivery company or upon actual receipt if delivered by certified or registered mail, postage prepaid, return receipt requested.

8.8 **Jurisdiction.** The parties agree that the Bankruptcy Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the implementation or breach hereof (“Related Claims”). Without limiting any party’s right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and/or enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 8.7. The parties hereto hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any Related Claims brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

8.9 **Governing Law.** To the extent not governed by the Bankruptcy Code, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

8.10 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT,

THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

8.11 **Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8.12 **General Release.**

(a) Effective as of the Closing, the Seller, on behalf of itself, its Affiliates and each of their respective successors and assigns (each of the foregoing, a “Seller Releasing Party”), hereby fully, irrevocably and unconditionally releases and forever discharges Purchaser and its respective past and present directors, managers, officers, employees, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any action it may have under this Agreement or any of the Ancillary Agreements.

(b) Effective as of the Closing, Purchaser, on behalf of itself, its Affiliates and each of their respective successors and assigns (each of the foregoing, a “Purchaser Releasing Party”), hereby fully, irrevocably and unconditionally releases and forever discharges the Seller, the Seller’s Affiliates and its and their respective past and present directors, managers, officers, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity, whether existing as of the Closing or arising thereafter, that a Purchaser Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release

or waiver by a Purchaser Releasing Party of any action it may have under this Agreement or any of the Ancillary Agreements.

8.13 **Time is of the Essence.** Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

8.14 **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of all other provisions hereof or thereof, shall not be affected thereby.

8.15 **Titles and Headings.** Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

8.16 **Assignment; Successors and Assigns.** This Agreement and the rights, duties and obligations hereunder may not be assigned by any party without the prior written consent of the other party, and any attempted assignment without consent shall be void. Subject to this Section 8.14, this Agreement and the provisions hereof shall be binding upon each of the parties, their successors and permitted assigns.

8.17 **No Third-Party Rights.** The parties do not intend to confer any benefit hereunder on any Person other than the parties hereto.

8.18 **Confidentiality Agreement.** The parties acknowledge that the Confidentiality Agreement currently in effect between Purchaser and Seller (the "Confidentiality Agreement") shall remain in full force and effect during the term specified therein.

8.19 **Entire Agreement.** This Agreement, the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement between the parties regarding the subject matter hereof and no extrinsic evidence whatsoever may be introduced in any proceeding involving this Agreement, the Ancillary Agreements or the Confidentiality Agreement.

8.20 **Execution of this Agreement.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

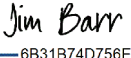
(Signatures appear on following page)

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the day and year first written above.

SELLERS:

Boyer Inc.

DocuSigned by:

By:  _____
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Name: Jim Barr

Title: Chief Executive Officer

National Fitness Canada, Inc.

DocuSigned by:

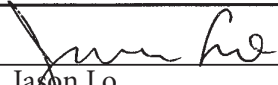
By:  _____
DE2F429FB2CB4CF...

Name: Aina Konold

Title: Chief Financial Officer

PURCHASER:

Johnson Health Tech Retail, Inc.

By: 
Name: Jason Lo
Title: CEO

SCHEDULE A

ACQUIRED ASSETS

(a) The Accounts Receivable (including any credit card receivables) of the Sellers, including without limitation as described on Schedule 1.1;

(b) The Assigned Contracts as listed hereafter, including without limitation:

(i) All Contracts relating to and for which there are Accounts Receivable, subject to confirmation of the magnitude of the Cure Amounts for each; and

(ii) other contracts to discuss and to be listed on Schedule 2.1, subject to confirmation of magnitude of Cure Amounts for each and ongoing costs under such contracts.

(c) All Inventory in the United States and Canada, including without limitation all prepaid inventory (shipped and unshipped) that is related to the Business in the United States and Canada (the “Acquired Inventory”) and as described on Schedule 1.1;

(d) Membership interests and/or equity in Pacific Direct, LLC (“PD”) held by US Seller under the Limited Liability Company Agreement, dated as of September 20, 2001 and as amended, by and between PD, US Seller and Schwinn Acquisition, LLC (“Schwinn”), and Trademark License Agreement, dated as of September 20, 2011 and as amended, by and between PD, US Seller, and Schwinn;

(e) All causes of action of Seller relating to the Acquired Assets or arising under express or implied warranties from suppliers or other third parties with respect to the Acquired Assets, except for Estate Causes of Action;

(f) All books and records of Seller relating to the Acquired Assets, including production records, accounting records, Tax records, financial records, property records, mailing lists, and customer and vendor lists, provided that Seller may obtain, at its own expense, copies of any or all such books and records before their transfer to Purchaser;

(g) All Intellectual Property related to the Business and owned directly or indirectly by the Sellers, including, without limitation, the Intellectual Property listed on Schedule 4.5 attached hereto.

(h) All Governmental Authorizations related to the Acquired Assets and all pending applications therefor or renewals thereof, in each case to the extent transferable to Purchaser and excluding Governmental Authorizations or pending applications therefor required for the continued operation of an Excluded Asset; and

(i) All Customer Information related to the Acquired Assets.

Purchaser reserves the right to supplement and add to this list of Acquired Assets should it determine that Sellers or their subsidiaries or corporate affiliates own additional assets related to

the Acquired Assets until two Business Days prior to the Auction date; provided, however, that Purchaser may add Assigned Contracts so long as the U.S. Seller can provide adequate notice to contract counterparties as required in the Bidding Procedures Order.

SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BY AND AMONG

BOWFLEX INC.

NAUTILUS FITNESS CANADA, INC.

AND

JOHNSON HEALTH TECH RETAIL, INC.

Dated as of March 4, 2024

This document constitutes the Schedules (the “**Schedules**”) referred to in that certain Asset Purchase Agreement (the “**Agreement**”), made and entered into as of March 4, 2024, by and among BowFlex Inc., a Washington corporation (the “**US Seller**”), Nautilus Fitness Canada, Inc., a Canadian corporation (the “**Canadian Seller**” or a “**Foreign Seller**” and, together with the US Seller, each a “**Seller**” and collectively, “**Sellers**”), and Johnson Health Tech Retail, Inc., a Wisconsin corporation (“**Purchaser**”). Any capitalized terms used herein but not otherwise defined shall be defined as set forth in the Agreement. Headings used herein are for convenience of reference only and shall not affect in any way the construction or interpretation of any of the provisions of the Agreement or of the disclosures in these Schedules. These Schedules are delivered pursuant to, and subject to the terms and conditions of the Agreement. These Schedules qualify (a) the correspondingly numbered representation, warranty, or covenant if specified therein and (b) such other representations, warranties, or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty, or covenant is reasonably apparent on its face.

Except as expressly provided in the Agreement, no reference to or disclosure of any item or other matter in these Schedules shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in these Schedules. Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected herein. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. References in these Schedules to any document are not intended to summarize or describe such document, but rather are for convenience only and reference should be made to such document for a full explanation thereof.

Schedule 1.1

Closing Adjusted Accounts Receivable Forecast; Closing Inventory Forecast

The Adjusted Accounts Receivable Forecast at Closing is \$15,526,000.

The Inventory Forecast at Closing is \$35,435,000.

Bowflex, Inc.

Schedule 1.1

<i>\$ in 000s</i>		Target Close
	Week Ending →	Forecast 04/19/24
<u>Accounts Receivable</u>		
US Wholesale AR		16,791
US Credit Card AR		516
US Accounts Receivable		17,307
Canada Wholesale AR		1,260
Canada Credit Card AR		93
Canada Accounts Receivable		1,353
Total Accounts Receivable		18,660
Accounts Receivable over 150 days past due		(3,134)
Total Closing Adjusted Accounts Receivable Forecast		15,526
<u>Book Value of Inventory</u>		
US Finished Goods Inventory		30,814
US In-Transit Finished Goods Inventory		-
US On-the-Water Inventory		-
US Parts Inventory		3,590
Canada Finished Goods Inventory		954
Canada In-Transit Finished Goods Inventory		21
Canada On-the-Water Inventory		50
Canada Parts Inventory		6
Total Closing Inventory Forecast		35,435

Schedule 1.2

Permitted Liens

Liens in connection with the following agreements:

Contract Name	Date	Seller Party	Counter Party
Credit Agreement	November 30, 2022	Seller	Crystal Financial LLC D/B/A SLR Credit Solution
Amendment to Credit Agreement	April 25, 2023	Seller	Crystal Financial LLC D/B/A SLR Credit Solution
Amendment No. 2 to Credit Agreement	July 28, 2023	Seller	Crystal Financial LLC D/B/A SLR Credit Solution

Schedule 2.1

Assigned Contracts

No.	Counterparty	Agreement	Date
1	DISH Technologies L.L.C. and Sling TV L.L.C.	Mutual NDA (7/21/23)	7/21/2023
2	Feed Media Inc.	Standard Terms and Conditions, Feed.fm Digital Music Statement of Work	9/14/2023
3	J6 Sports, LLC dba Play It Again Sports	Retail Terms and Conditions of Sale (6/1/23)	6/1/2023
4	True Fitness Technology, Inc.	Rower Technology License Agreement	10/14/2020
5	Chengdu Vanton Technology Co. Ltd.	Binding Memorandum of Understanding (5/18/21), Master Services Agreement (6/19/19), Console Components Pricing Agreement (6/1/20), Price Adjustment Agreement (10/1/23)	6/19/2019
6	Lee K Ali	Product Services Agreement	5/28/2022
7	Amazon EU SARL	Vendor Terms and Conditions (Sweden) (1/1/22), Vendor Terms and Conditions (Italy) (11/1/19), Vendor Terms and Conditions (UK) (11/18/19)	11/1/2019
8	Don Flores	Confidentiality and Nondisclosure Agreement	6/21/2023
9	Orbit Health & Fitness Solutions Pty Limited	International Terms and Conditions of Sale	4/17/2023
10	Core Health & Fitness (dba Stairmaster)	Technology Transfer and License Agreement	12/5/2009
11	Core Health & Fitness LLC (Schwinn)	License Agreement, Amendment 1 (1/1/15), Amendment 2 (1/1/16), Amendment 3 (1/1/17), Amendment 4 (1/1/18)	10/19/2011
12	Graham Jones	Video Production Services Agreement, SOW 1 (9/19/22), SOW 2 (11/30/22), Am.. 1 to SOW 2 (3/14/23), Am. 2 to SOW2 (9/14/23), SOW 3 (3/14/23), SOW 4 (9/14/23)	9/19/2022
13	Harman International Industries, Inc. (Redbend)	Mutual NDA	7/24/2018
14	Ian Snaith	Video Production Agreement, and SOW 1	6/7/2022

No.	Counterparty	Agreement	Date
15	John Lindala	Consulting Agreement, Master Services Agreement SOW (6/7/22), Mutual NDA (10/9/20)	10/11/2021
16	Joshua Blount	Service Agreement and SOW, SOW (1/25/24)	3/14/2022
17	Land America Health & Fitness Co. LTD. (China)	Trademark License Agreement, and as amended	1/29/2015
18	Nicole Farhan	Confidentiality and Nondisclosure Agreement (11/2/23)	
19	Landmark Technology LLC	Patent License Agreement	5/4/2018
20	Nagravision Sarl	Patent License Agreement	7/1/2023
21	Paofit Group Limited	Technology License Agreement	12/10/2018
22	Peloton Interactive, Inc.	Patent Settlement and License Agreement	6/28/2018
23	Philipp Herrmann	Letter Agreement for Font Licensing	7/12/2022
24	Red Bend Ltd.	License Agreement	12/11/2019
25	Samsung Electronics America, Inc.	Mutual NDA	11/16/2023
26	Schemper Entertainment, Inc.	Spokesperson Agreement, Amendment No. 1 (10/3/23)	6/1/2023
27	Sky Bandit Pictures, LLC	Production Services Agreement	7/1/2022
28	DISH DBS Corporation, Sling TV L.L.C., and DISH Technologies L.L.C. (DISH)	ABR Patent License and Release Agreement,	2/20/2024
29	Spiraflex, Inc.	License Agreement, First Amendment (4/10/23)	7/1/2011
30	The Ambient Collection	Content License Agreement, Schedule 1, Schedule 2 (1/14/22), Schedule 3 (11/7/22)	2/11/2021
31	VCR100 INC.	Production Services Agreement	6/5/2023
32	Vintage Gold Holdings Limited	Patent License Agreement	2/28/2023
33	Wistron Corporation (US)	Mutual NDA	10/14/2021
34	Zinc Productions LLC (Janet K Henderson)	Production Services Agreement, SOW (6/24/22), Services Agreement (3/17/22)	6/30/2023
35	Pacific Direct, LLC	Limited Liability Company Agreement, and as amended	9/20/2001
36	Pacific Direct, LLC	Trademark License Agreements, and as amended	9/20/2001

Schedule 2.2(l)

Other Excluded Assets

None.

Schedule 4.3

Consents

List remains subject to further review and revision.

Contract Name	Date	Counter Party
Exchange Retail Purchase Order Terms and Condition	June 13, 2023	Army & Air Force Exchange Service
Master Services Agreement	July 24, 2020	Boomi, LP
Renewal Order Form	July 24, 2023	Boomi, LP
Purchase Order	October 26, 2023	CDW Direct, LLC
Purchase Order	December 15, 2023	CDW Direct, LLC
Purchase Order	October 26, 2022	CDW Direct, LLC
Terms and Conditions – Quotes, Purchases, and Agreements	February 1, 2023	CompuNet
Amendment to Agreement	May 3, 2023	Corporate Renaissance Group
Emperform SAAS Contract Agreement Employee Performance Management Software	July 15, 2022	Corporate Renaissance Group
Agreement	February 1, 2016	Flo Partners, Inc.
Google Workspace Business Standard	December 7, 2022	Google Workspace
Terms and Conditions	February 14, 2023	Jamf Software, LLC
MCX Terms and Conditions	September 1, 2023	Marine Corps Exchange
AVC Patent Portfolio License	June 2, 2021	MPEG LA
Trading Partner Agreement	November 8, 2023	NEXCOM
Oracle Cloud Services Agreement	May 19, 2019	Oracle America, Inc.
Oracle Renewal	June 1, 2023	Oracle America, Inc.
Order Form	June 1, 2018	Patsnap (UK) Ltd.
Order Form	June 1, 2023	Patsnap (UK) Ltd.
Order Form & Terms of Service	January 13, 2023	Rewind Software, Inc.
Master Services Agreement	August 17, 2021	Protiviti Inc.
Statement of Work	November 8, 2023	Protiviti Inc.

Contract Name	Date	Counter Party
Service Agreement	October 12, 2023	Transworld Systems, Inc. (Rocket Receivables)
Rower Technology License Agreement	October 14, 2020	True Fitness Technology, Inc.
General Terms and Conditions for Resellers	September 26, 2023	Samsung SDS America, Inc.
Master Service Agreement	February 1, 2016	Strongpoint (FLO Partners, Inc.)
Services Agreement No. 003 & Master Client Agreement	November 17, 2022	Syndigo, LLC
First Amendment to Services Agreement No. 003	July 1, 2023	Syndigo, LLC
Order Form & TestRail Cloud Terms of Service	December 1, 2023	TestRail (Gurock Software GmbH)
Master Software and Services Agreement & Order Form	September 15, 2023	UiPath, Inc.

Schedule 4.4

Assets

Ownership of the Intellectual Property related to the motion tracking portion of the JRNY software and a trademark are owned by Nautilus Switzerland AG, a corporation (*Aktiengesellschaft*) organized under the Laws of Switzerland (“*Nautilus Switzerland*”). Purchaser will need to acquire/transfer the Intellectual Property rights for the motion tracking portions of JRNY from Nautilus Switzerland.

Schedule 4.5

Intellectual Property

IP Litigation

1. BowFlex Inc. vs. Mojco, Inc. (Litigation) – Bowflex has asserted patent and trademark infringement by Mojco.
2. Tzumi Electronics, LLC (Threatened Litigation) – BowFlex Inc. is asserting patent and trademark rights against Tzumi.
3. JaxJox (Threatened Litigation) - JaxJox has asserted BowFlex's 840 kettlebell infringes its patents, and BowFlex has asserted JaxJox's dumbbells infringe its patents.

Schedule 4.5

Registered and Pending Patents (Bowflex Inc.)

JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Dual Direction Pulley	10635072	Aug 6, 2003		Issued	7223213	May 29, 2007		
United States	Adjustable Dumbbell System	10456977	Jun 5, 2003		Issued	7261678	Aug 28, 2007		
Europe	Exercise Device with Treadles	047157219	Feb 27, 2004		Issued	1606025	Apr 6, 2016		
Germany	Exercise Device with Treadles	047157219	Feb 27, 2004		Issued	1606025	Apr 6, 2016		
United Kingdom	Exercise Device with Treadles	047157219	Feb 27, 2004		Issued	1606025	Apr 6, 2016		
Taiwan	Exercise Device with Treadles	93105244	Feb 27, 2004		Issued	I304347	Dec 21, 2008		
Taiwan	Exercise Device with Treadles	96112226	Feb 27, 2004		Issued	I304348	Dec 21, 2008		
Taiwan	Exercise Device with Treadles	96115304	Feb 27, 2004		Issued	I304352	Dec 21, 2008		
United States	Exercise Device with Treadles	12494580	Jun 30, 2009		Issued	8113994B2	Feb 14, 2012		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Exercise Device with Treadles	14570085	Dec 15, 2014		Issued	9440107	Sep 13, 2016		
Europe	Dual Deck Exercise Device	141737569	Feb 27, 2004		Issued	2815792	Oct 18, 2017		
Germany	Dual Deck Exercise Device	141737569	Feb 27, 2004	Jun 24, 2014	Issued	2815792	Oct 18, 2017		
United Kingdom	Dual Deck Exercise Device	141737569	Feb 27, 2004	Jun 24, 2014	Issued	2815792	Oct 18, 2017		
Netherlands	Dual Deck Exercise Device	141737569	Feb 27, 2004	Jun 24, 2014	Issued	2815792	Oct 18, 2017		
Taiwan	Dual Deck Exercise Device	095106783	Feb 27, 2004	Mar 1, 2006	Issued	1355952	Jan 11, 2012		
United States	Dual Deck Exercise Device	13619902	Sep 14, 2012		Issued	8696524	Apr 15, 2014		
United States	Dual Deck Exercise Device	14282605	May 20, 2014		Issued	9352187	May 31, 2016		
China	Variable Stride Exercise Device (Both - Primarily Front Drive)	2004800237064	Jun 23, 2004		Issued	ZL200480023706.4	Nov 10, 2010		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Releasable Connection Mechanism for Variable Stride Exercise Devices	2005800280406	Jun 22, 2005		Issued	ZL200580028040.6	Dec 21, 2011		
Europe	Variable Stride Exercise Device (Both - Primarily Front Drive)	047563341	Jun 23, 2004		Issued	1648570	Apr 22, 2015		
Europe	Releasable Connection Mechanism for Variable Stride Exercise Devices	057625261	Jun 22, 2005		Issued	1768754	Jul 22, 2015		
Germany	Variable Stride Exercise Device (Both - Primarily Front Drive)	047563341	Jun 23, 2004		Issued	60 2004 047 060.0	Apr 22, 2015		
Germany	Releasable Connection Mechanism for Variable Stride Exercise Devices	057625261	Jun 22, 2005		Issued	602005047041.7	Jul 22, 2015		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Variable Stride Exercise Device (Both - Primarily Front Drive)	047563341	Jun 23, 2004		Issued	1648570	Apr 22, 2015		
United Kingdom	Releasable Connection Mechanism for Variable Stride Exercise Devices	057625261	Jun 22, 2005		Issued	1768754	Jul 22, 2015		
Taiwan	Variable Stride Exercise Device (Both - Primarily Front Drive)	093118038	Jun 23, 2004		Issued	I391161	Apr 1, 2013		
Taiwan	Variable Stride Exercise Device (Both - Primarily Front Drive)	094108779	Mar 22, 2005		Issued	I363642	May 11, 2012		
United States	Variable Stride Exercise Device (Both - Primarily Front Drive)	10875049	Jun 22, 2004		Issued	7462134	Dec 9, 2008		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Variable Stride Exercise Device	11086607	Mar 21, 2005		Issued	7785235	Aug 31, 2010		
United States	Releasable Connection Mechanism for Variable Stride Exercise Devices	11158887	Jun 21, 2005		Issued	7736278	Jun 15, 2010		
United States	Variable Stride Exercise Device (Both - Primarily Front Drive)	12194616	Aug 20, 2008		Issued	7758473	Jul 20, 2010		
United States	Releasable Connection Mechanism for Variable Stride Exercise Devices	12815616	Jun 15, 2010		Issued	8062187	Nov 22, 2011		
United States	Weight Training Machine for Exercising the Upper Chest Muscles	10011688	Nov 13, 2001		Issued	7029427	Apr 18, 2006		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Leg Curl/Leg Extension Exercise Machine	10186433	Jul 1, 2002		Issued	7150702	Dec 19, 2006		
United States	Inclined Leg Press Weight Training Machine	10383100	Mar 6, 2003		Issued	7004891	Feb 28, 2006		
United States	Exercise Device with Treadles (Commercial)	11065891	Feb 25, 2005		Issued	7645214	Jan 12, 2010		
China	Dual Treadmill Exercise Device Having a Single Rear Roller	2005800133197	Feb 28, 2005		Issued	ZL200580013319.7	Dec 12, 2012		
Taiwan	Dual Treadmill Exercise Device Having a Single Rear Roller	094106054	Mar 1, 2005		Issued	I381864	Jan 11, 2013		
United States	Dual Treadmill Exercise Device Having a Single Rear Roller	11065770	Feb 25, 2005		Issued	7704191	Apr 27, 2010		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Combination of Treadmill and Stair Climbing Machine	047802103	Aug 4, 2004		Issued	1660197	Jun 15, 2016		
Germany	Combination of Treadmill and Stair Climbing Machine	047802103	Aug 4, 2004		Issued	602004049449.6	Jun 15, 2016		
United Kingdom	Combination of Treadmill and Stair Climbing Machine	047802103	Aug 4, 2004		Issued	1660197	Jun 15, 2016		
United States	Upper Body Exercise and Flywheel Enhanced Dual Deck Treadmills	14282492	May 20, 2014		Issued	9308415	Apr 12, 2016		
United States	Exercise Device	11249119	Oct 11, 2005		Issued	7815552	Oct 19, 2010		
United States	Bar Supports for a Weight Bench	11204579	Aug 15, 2005		Issued	7338416	Mar 4, 2008		
United States	Treadmill Deck Locking Mechanism	11205470	Aug 16, 2005		Issued	7736280	Jun 15, 2010		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Treadmill Deck Locking Mechanism	12816196	Jun 15, 2010		Issued	7914421	Mar 29, 2011		
China	Selectable Weight Exercise Machine	2005800408787	Oct 4, 2005		Issued	ZL200580040878.7	Jan 26, 2011		
Europe	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
Switzerland	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
Germany	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Spain	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
France	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
United Kingdom	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
Netherlands	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Sweden	Weight Exercise Machine Having Rotatable Weight Selection Index	058037490	Oct 4, 2005		Issued	1804928	Apr 24, 2013		
United States	Exercise Machine Having Rotatable Weight Selection Index	11242320	Oct 3, 2005		Issued	7740568	Jun 22, 2010		
United States	Exercise Machine having Rotatable Weight Selection Index	12142904	Jun 20, 2008		Issued	7662074	Feb 16, 2010		
Europe	Exercise Device	0004033570001	Sep 14, 2005		Issued			000403357-0001	Sep 14, 2005
Europe	Exercise Device	0004033570002	Sep 14, 2005		Issued			000403357-0002	Sep 14, 2005
Europe	Exercise Device	0004033570003	Sep 14, 2005		Issued			000403357-0003	Sep 14, 2005
Europe	Exercise Device	0004033570004	Sep 14, 2005		Issued			000403357-0004	Sep 14, 2005
Europe	Exercise Device	0004033570005	Sep 14, 2005		Issued			000403357-0005	Sep 14, 2005

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Exercise Device	0004033570001	Sep 14, 2005		Issued			9000403357-0001	Sep 14, 2005
United Kingdom	Exercise Device	0004033570002	Sep 14, 2005		Issued			9000403357-0002	Sep 14, 2005
United Kingdom	Exercise Device	0004033570003	Sep 14, 2005		Issued			9000403357-0003	Sep 14, 2005
United Kingdom	Exercise Device	0004033570004	Sep 14, 2005		Issued			9000403357-0004	Sep 14, 2005
United Kingdom	Exercise Device	0004033570005	Sep 14, 2005		Issued			9000403357-0005	Sep 14, 2005
Taiwant	Mechanism For Adjusting Seat Height For Exercise Equipment	096107164	Mar 2, 2007		Issued	I325787	Jun 11, 2010		
United States	Mechanism and Method For Adjusting Seat Height For Exercise Equipment	11378979	Mar 17, 2006		Issued	7708251	May 4, 2010		
United States	Dual Axis Abdominal Exercise Apparatus	11867538	Oct 4, 2007		Issued	7658701	Feb 9, 2010		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Exercise Machine Having Rotatable Weight Selection Index	11867643	Oct 4, 2007		Issued	7736283	Jun 15, 2010		
United States	Exercise Machine Having Rotatable Weight Selection Index	12815873	Jun 15, 2010		Issued	8016729	Sep 13, 2011		
United States	Exercise Apparatus	29297817	Nov 19, 2007		Issued	D585098	Jan 20, 2009		
United States	Weight-Training Apparatus Having Selectable Weight Plates	11044410	Jan 27, 2005		Issued	7121988	Oct 17, 2006		
United Kingdom	Dumbbell (1090)	4005973	Jan 23, 2008		Issued			4005973	Jan 23, 2008
United Kingdom	Dumbbell Components	4005974	Jan 23, 2008		Issued			4005974	May 2, 2008
United States	Dumbbell	29302708	Jan 23, 2008		Issued	D610636	Feb 23, 2010		
United Kingdom	Dumbbell Base (1090)	4005970	Jan 23, 2008		Issued			4005970	Jan 23, 2008
United States	Dumbbell Base	29302698	Jan 23, 2008		Issued	D584086	Jan 6, 2009		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Dumbbell Weight Plate (Typical Plate)(1090)	4005971	Jan 23, 2008		Issued			4005971	Jan 23, 2008
United States	Dumbbell Weight Plate	29302699	Jan 23, 2008		Issued	D603469	Nov 3, 2009		
United Kingdom	Dumbbell Weight Plate (Inner Plate)(1090)	4005972	Jan 23, 2008		Issued			4005972	Jan 23, 2008
United States	Dumbbell Weight Plate	29302700	Jan 23, 2008		Issued	D603915	Nov 10, 2009		
United States	Dumbbell Weight Plate	29329039	Dec 8, 2008		Issued	D617854	Jun 15, 2010		
Europe	Dumbbell Support Structure	0011450310001	Jun 8, 2009		Issued			001145031-0001	Jun 8, 2009
United Kingdom	Dumbbell Support Structure	0011450310001	Jun 8, 2009		Issued			9001145031-0001	Jun 8, 2009
United States	Dumbbell Support Structure	29329044	Dec 8, 2008		Issued	D603002	Oct 27, 2009		
United States	Exercise Apparatus	29331636	Jan 29, 2009		Issued	D624975	Oct 5, 2010		
United States	Exercise Bike	12723492	Mar 12, 2010		Issued	8585561	Nov 19, 2013		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Exercise Apparatus	29344534	Sep 30, 2009		Issued	D630686	Jan 11, 2011		
United States	Exercise Bike (aluminum)	29341238	Jul 31, 2009		Issued	D616050	May 18, 2010		
United States	Exercise Bike (Steel)	29345698	Oct 21, 2009		Issued	D624612	Sep 28, 2010		
United States	Calf Extension Weight Training Machine	11069655	Mar 1, 2005		Issued	7553263	Jun 30, 2009		
United States	Selectable Weight Stack	13077173	Mar 31, 2011		Issued	8876674	Nov 4, 2014		
United States	Engagement Interface for an Exercise Machine	13076876	Mar 31, 2011		Issued	8568279	Oct 29, 2013		
United States	Lockout Mechanism for a Weight Stack Exercise Machine	13077012	Mar 31, 2011		Issued	8845498	Sep 30, 2014		
Australia	Exercise Bike (Airdyne 2 Exercise Bike Full Bike)	125402013	Jun 3, 2013		Issued			349768	Jul 12, 2013

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Exercise Bike (Airdyne 2 Exercise Bike Full Bike)	0022489630001	Jun 4, 2013		Issued			002248963-0001	Jun 4, 2013
United Kingdom	Exercise Bike (Airdyne 2 Exercise Bike Full Bike)	0022489630001	Jun 4, 2013		Issued			9002248963-0001	Jun 4, 2013
United States	Exercise Bike (Airdyne 2 Exercise Bike Full Bike)	29438869	Dec 4, 2012	Sep 30, 2013	Issued	D699795	Feb 18, 2014		
Australis	Airdyne 2 Exercise Bike (Fan Housing)	125412013	Jun 3, 2013		Issued			349769	Jul 12, 2013
Europe	Airdyne 2 Exercise Bike (Fan Housing)	0022489630002	Jun 4, 2013		Issued			002248963-0002	Jun 4, 2013
United Kingdom	Airdyne 2 Exercise Bike (Fan Housing)	0022489630002	Jun 4, 2013		Issued			9002248963-0002	Jun 4, 2013

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Exercise Bike Flywheel Housing (Airdyne 2 Exercise Bike Fan Housing)	29438881	Dec 4, 2012	Sep 30, 2013	Issued	D699305	Feb 11, 2014		
Australia	Exercise Bike (Airdyne 6 Exercise Bike Full Bike)	125422013	Jun 3, 2013		Issued			349770	Jul 12, 2013
Europe	Exercise Bike (Airdyne 6 Exercise Bike Full Bike)	0022489630003	Jun 4, 2013		Issued			002248963-0003	Jun 4, 2013
United Kingdom	Exercise Bike (Airdyne 6 Exercise Bike Full Bike)	0022489630003	Jun 4, 2013		Issued			9002248963-0003	Jun 4, 2013
United States	Exercise Bike (Airdyne 6 Exercise Bike Full Bike)	29438884	Dec 4, 2012	Sep 30, 2013	Issued	D699796	Feb 18, 2014		
Australia	Airdyne 6 Exercise Bike (Fan Housing)	125432013	Jun 3, 2013		Issued			349785	Jul 15, 2013

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Airdyne 6 Exercise Bike (Fan Housing)	0022489630004	Jun 4, 2013		Issued			002248963-0004	Jun 4, 2013
United Kingdom	Airdyne 6 Exercise Bike (Fan Housing)	0022489630004	Jun 4, 2013		Issued			9002248963-0004	Jun 4, 2013
United States	Exercise Bike Flywheel (Airdyne 6 Exercise Bike Fan Housing)	29438888	Dec 4, 2012	Sep 30, 2013	Issued	D700668	Mar 4, 2014		
Germany	Exercise Machine (Max Machine)	2020140106827	Mar 18, 2014	Mar 11, 2016	Issued	202014010682	Apr 13, 2016		
Europe	Exercise Machine (Max Machine)	147655815	Mar 17, 2014	Sep 17, 2015	Issued	2969066	Oct 4, 2017		
Europe	Exercise Machine (Max Machine)	147644827	Mar 18, 2014	Sep 17, 2015	Issued	2986350	Feb 28, 2018		
Europe	Exercise Machine (Max Machine)	171942196	Mar 17, 2014	Sep 29, 2017	Issued	3338864	Oct 14, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Austria	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Belgium	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Switzerland	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
Switzerland	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	2986350	Feb 28, 2018		
Switzerland	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Germany	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
Germany	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	602014021663.3	Feb 28, 2018		
Germany	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Denmark	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Spain	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
Spain	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	2986350	Feb 28, 2018		
Spain	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
France	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
France	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	2986350	Feb 28, 2018		
France	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
United Kingdom	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	2986350	Feb 28, 2018		
United Kingdom	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Hong Kong	Exercise Machine (Max Machine)	161087284	Jul 20, 2016		Issued	1220658	Jul 6, 2018		
Hong Kong	Exercise Machine (Max Machine)	161093188	Aug 4, 2016	Aug 4, 2016	Issued	1221430	Feb 1, 2019		
Ireland	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Italy	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
Italy	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	502018000015668	Feb 28, 2018		
Italy	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Netherlands	Exercise Machine (Max Machine)	147655815	Mar 17, 2014		Issued	2969066	Oct 4, 2017		
Netherlands	Exercise Machine (Max Machine)	147644827	Mar 18, 2014		Issued	2986350	Feb 28, 2018		
Netherlands	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
Sweden	Exercise Machine (Max Machine)	171942196	Mar 17, 2014		Issued	3338864	Oct 14, 2020		
United States	Exercise Machine (Max Machine)	14218808	Mar 18, 2014		Issued	9199115	Dec 1, 2015		
United States	Exercise Machine (Max Machine)	14859015	Sep 18, 2015		Issued	9950209	Apr 24, 2018		
United States	Exercise Machine (Max Machine)	14954144	Nov 30, 2015		Issued	9987513	Jun 5, 2018		
United States	Exercise Machine (Max Machine)	15960174	Apr 23, 2018		Issued	10543396	Jan 28, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Exercise Machine (Max Machine)	15970627	May 3, 2018		Issued	10252101	Apr 9, 2019		
United States	Exercise Machine	16378221	Apr 8, 2019		Issued	11198033	Dec 14, 2021		
United States	Exercise Machine (Max Machine)	16751989	Feb 24, 2020		Issued	11324994	May 10, 2022		
United States	Exercise Machine	17736469	May 4, 2022		Published				
Austalia	Exercise Machine (Max Machine)	2014232303	Mar 17, 2014	Oct 12, 2015	Issued	2014232303	Jun 8, 2017		
Canada	Exercise Machine (Max Machine)	2907352	Mar 17, 2014	Sep 14, 2015	Issued	2907352	Nov 13, 2018		
Canada	Exercise Machine (Max Machine)	2907435	Mar 18, 2014	Sep 14, 2015	Issued	2907435	Jan 16, 2018		
Canada	Exercise Machine (Max Machine)	3013141	Mar 17, 2014	Aug 1, 2018	Issued	3013141	Sep 21, 2021		
China	Exercise Machine (Max Machine)	2014800243590	Mar 17, 2014	Oct 29, 2015	Issued	ZL201480024359.0	Jan 30, 2018		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Exercise Machine (Max Machine)	2014900006694	Mar 18, 2014	Nov 11, 2015	Issued	ZL201490000669.4	Dec 14, 2016		
New Zealand	Exercise Machine (Max Machine)	713154	Mar 17, 2014	Oct 13, 2015	Issued	713154	Aug 29, 2017		
Europe	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014	Jan 12, 2017	Issued	3154645	Mar 24, 2021		
Europe	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	21158425.5	Oct 3, 2014	Feb 22, 2021	Pending				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Austria	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Belgium	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Switzerland	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Germany	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Denmark	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Spain	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
France	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
United Kingdom	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Ireland	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Italy	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Netherlands	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		
Sweden	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	148944341	Oct 3, 2014		Issued	3154645	Mar 24, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Taiwan	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	104118899	Jun 11, 2015		Issued	1674913	Oct 21, 2019		
United States	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	14304853	Jun 13, 2014		Issued	10518123	Dec 31, 2019		
United States	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	16725891	Dec 23, 2019		Issued	11452902	Sep 27, 2022		
United States	Adjustable Dumbbell System	17934741	Sep 23, 2022		Allowed				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Australia	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	2014396794	Oct 3, 2014	Dec 19, 2016	Issued	2014396794	Dec 13, 2018		
Canada	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	2952020	Oct 3, 2014	Dec 12, 2016	Issued	2952020	Jan 28, 2020		
China	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	2014800811283	Oct 3, 2014	Feb 10, 2017	Issued	ZL201480081128.3	Dec 23, 2019		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Japan	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	2017518029	Oct 3, 2014	Dec 13, 2016	Issued	6383871	Aug 10, 2018		
Mexico	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	MXa2016016474	Oct 3, 2014	Dec 13, 2016	Issued	388289	Nov 30, 2021		
New Zealand	Adjustable Dumbbell System (Selecttech5 60 Adjustable Dumbbell (Add-on Weight for Selectable Dumbbell))	727703	Oct 3, 2014	Dec 19, 2016	Issued	727703	Oct 2, 2018		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014	Oct 21, 2016	Issued	3119480	May 19, 2021		
Germany	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		
Spain	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		
France	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		
United Kingdom	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Italy	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		
Netherlands	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	147933568	Oct 3, 2014		Issued	3119480	May 19, 2021		
Taiwan	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	104118897	Jun 11, 2015		Issued	I653074	Mar 11, 2019		
United States	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	14311228	Jun 20, 2014		Issued	9776032	Oct 3, 2017		
United States	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	15266722	Sep 15, 2016		Issued	10195477	Feb 5, 2019		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	15722513	Oct 2, 2017		Issued	10617905	Apr 14, 2020		
Australia	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	2014397779	Oct 3, 2014	Oct 20, 2016	Issued	2014397779	May 3, 2018		
Canada	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	2946524	Oct 3, 2014	Oct 20, 2016	Issued	2946524	Oct 26, 2021		
China	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	2014800798522	Oct 3, 2014	Dec 14, 2016	Issued	ZL201480079852.2	May 10, 2019		
Japan	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	2017519445	Oct 3, 2014	Dec 20, 2016	Issued	6343396	May 25, 2018		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Mexico	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	MXa2016014433	Oct 3, 2014	Nov 3, 2016	Issued	378453	Dec 17, 2020		
New Zealand	Adjustable Dumbbell System Having a Weight Sensor (Titan I)	725485	Oct 3, 2014	Oct 20, 2016	Issued	725485	Jul 31, 2018		
Australia	Dumbbell Base [560 (2014)]	164152014	Dec 11, 2014		Issued			359642	Dec 18, 2014
Canada	Dumbbell Base [560 (2014)]	159976	Dec 11, 2014		Issued			159,976	Jul 28, 2015
China	Dumbbell Base [560 (2014)]	201430520019X	Dec 12, 2014		Issued			ZL201430520019.X	Aug 19, 2015
Europe	Dumbbell Base [560 (2014)]	0025965440002	Dec 12, 2014		Issued			002596544-0002	Dec 12, 2014
United Kingdom	Dumbbell Base [560 (2014)]	0025965440002	Dec 12, 2014		Issued			9002596544-0002	Dec 12, 2014
Mexico	Dumbbell Base [560 (2014)]	MXf2014003834	Dec 11, 2014		Issued			45365	Oct 21, 2015

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Dumbbell Base [560 (2014)]	29493900	Jun 13, 2014		Issued	D743713	Nov 24, 2015		
Australia	Dumbbell (560)	164212014	Dec 11, 2014		Issued			359599	Dec 17, 2014
Brazil	Dumbbell (560)	BR302014006304	Dec 12, 2014		Issued			BR302014006304-9	Jul 19, 2016
Canada	Dumbbell (560)	159975	Dec 11, 2014		Issued			159,975	Oct 15, 2015
China	Dumbbell (560)	2014305200768	Dec 12, 2014		Issued			ZL201430520076.8	Aug 19, 2015
Europe	Dumbbell (560)	0025965440003	Dec 12, 2014		Issued			002596544-0003	Dec 12, 2014
United Kingdom	Dumbbell (560)	0025965440003	Dec 12, 2014		Issued			9002596544-0003	Dec 12, 2014
Hong Kong	Dumbbell (560)	14023131	Dec 12, 2014		Issued			1402313.1	Dec 12, 2014
India	Dumbbell (560)	268143	Dec 12, 2014		Issued			268143	Jul 31, 2015
Mexico	Dumbbell (560)	MXf2014003833	Dec 11, 2014		Issued			45366	Oct 21, 2015
New Zealand	Dumbbell (560)	419654	Dec 11, 2014		Issued			419654	Jun 13, 2014
United States	Dumbbell (560)	29493901	Jun 13, 2014		Issued	D737907	Sep 1, 2015		
Europe	Dumbbell Stand (560 - Full)	0025965440001	Dec 12, 2014		Issued			002596544-0001	Dec 12, 2014

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Dumbbell Stand (560 - Full)	0025965440001	Dec 12, 2014		Issued			9002596544-0001	Dec 12, 2014
United States	Dumbbell Stand (560 - Full)	29493899	Jun 13, 2014		Issued	D725937	Apr 7, 2015		
Australia	Dumbbell Stand (560 - Top and Bottom Supports Only)	164282014	Dec 11, 2014		Issued			359602	Dec 17, 2014
Europe	Dumbbell Stand (560 - Top and Bottom Supports Only)	0025965440004	Dec 12, 2014		Issued			002596544-0004	Dec 12, 2014
United Kingdom	Dumbbell Stand (560 - Top and Bottom Supports Only)	0025965440004	Dec 12, 2014		Issued			9002596544-0004	Dec 12, 2014
Mexico	Dumbbell Stand (560 - Top and Bottom Supports Only)	MXf2014003838	Dec 11, 2014		Issued			46097	Jan 19, 2016

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Dumbbell Stand (560 - Top and Bottom Supports Only)	29493902	Jun 13, 2014		Issued	D725938	Apr 7, 2015		
Australia	Dumbbell Bridge (560 - Bridge Only)	164252014	Dec 11, 2014		Issued			360289	Feb 13, 2015
Canada	Dumbbell Bridge (560 - Bridge Only)	159974	Dec 11, 2014		Issued			159,974	Oct 15, 2015
China	Dumbbell Bridge (560 - Bridge Only)	2014305200556	Dec 12, 2014		Issued			ZL201430520055.6	Aug 19, 2015
Europe	Dumbbell Bridge (560 - Bridge Only)	0025965440005	Dec 12, 2014		Issued			002596544-0005	Dec 12, 2014
United Kingdom	Dumbbell Bridge (560 - Bridge Only)	0025965440005	Dec 12, 2014		Issued			9002596544-0005	Dec 12, 2014
Mexico	Dumbbell Bridge (560 - Bridge Only)	MXf2014003832	Dec 11, 2014		Issued			45367	Oct 21, 2015
United States	Dumbbell Bridge (560 - Bridge Only)	29493903	Jun 13, 2014		Issued	D753247	Apr 5, 2016		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Weight Sensing Base For an Adjustable Dumbbell System (Dumbbell Base/Scale)	158760421	Dec 22, 2015	Jul 25, 2017	Issued	3241001	Jul 22, 2020		
Germany	Weight Sensing Base For an Adjustable Dumbbell System (Dumbbell Base/Scale)	158760421	Dec 22, 2015		Issued	60 2015 056 335.2	Jul 22, 2020		
United Kingdom	Weight Sensing Base For an Adjustable Dumbbell System (Dumbbell Base/Scale)	158760421	Dec 22, 2015		Issued	3241001	Jul 22, 2020		
United States	Weight Sensing Base For an Adjustable Dumbbell System (Dumbbell Base/Scale)	14587642	Dec 31, 2014		Issued	9814922	Nov 14, 2017		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Australia	Weight Sensing Base For an Adjustable Dumbbell System (Dumbbell Base/Scale)	2015374401	Dec 22, 2015	Jun 23, 2017	Issued	2015374401	Mar 28, 2019		
United States	Exercise Bike Fan (AD Pro)	29516429	Feb 2, 2015		Issued	D767050	Sep 20, 2016		
China	Exercise Bike Handle (AD Pro)	2015302827917	Jul 31, 2015		Issued			ZL201530282791.7	Jan 20, 2016
Europe	Exercise Bike Handle (AD Pro)	0027460990003	Jul 30, 2015		Issued			002746099-0003	Jul 30, 2015
United Kingdom	Exercise Bike Handle (AD Pro)	0027460990003	Jul 30, 2015		Issued			9002746099-0003	Jul 30, 2015
Taiwan	DES Exercise Bike Handle (AD Pro)	104304097	Jul 30, 2015		Issued			D177753	Aug 21, 2016
United States	Exercise Bike Handle (AD Pro)	29516434	Feb 2, 2015		Issued	D792533	Jul 18, 2017		
China	Exercise Bike Foot Peg (AD Pro)	2015302829414	Jul 31, 2015		Issued			ZL201530282941.4	Jan 20, 2016

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Exercise Bike Foot Peg (AD Pro)	0027460990001	Jul 30, 2015		Issued			002746099-0001	Jul 30, 2015
United Kingdom	Exercise Bike Foot Peg (AD Pro)	0027460990001	Jul 30, 2015		Issued			9002746099-0001	Jul 30, 2015
Taiwan	DES Exercise Bike Foot Peg (AD Pro)	104304098	Jul 30, 2015		Issued			D177754	Aug 21, 2016
United States	Exercise Bike Foot Peg (AD Pro)	29516449	Feb 2, 2015		Issued	D781385	Mar 14, 2017		
United States	Exercise Bike Fan Cage (AD Pro)	29516439	Feb 2, 2015		Issued	D767051	Sep 20, 2016		
Australia	DES Exercise Bike (AD Pro)	201513804	Jul 29, 2015		Issued			363534	Aug 18, 2015
Canada	DES Exercise Bike (AD Pro)	163539	Jul 29, 2015		Issued			163,539	Feb 22, 2016
Switzerland	Parts of an Exercise Bike	141755	Jul 28, 2015		Issued			141755	Sep 10, 2015

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Exercise Bike (AD Pro)	2015302829594	Jul 31, 2015		Issued			ZL201530282959.4	Jan 20, 2016
Europe	Exercise Bike (AD Pro)	0027460990002	Jul 30, 2015		Issued			002746099-0002	Jul 30, 2015
United Kingdom	Exercise Bike (AD Pro)	0027460990002	Jul 30, 2015		Issued			9002746099-0002	Jul 30, 2015
New Zealand	Exercise Bike (AD Pro)	420489	Jul 29, 2015		Issued			420489	Feb 2, 2015
Taiwan	Exercise Bike (AD Pro)	104304099	Jul 30, 2015		Issued			D178454	Sep 21, 2016
United States	Exercise Bike (AD Pro)	29516441	Feb 2, 2015		Issued	D767049	Sep 20, 2016		
United States	EXERCISE DUMBBELLS	13836908	Mar 15, 2013		Issued	9375602	Jun 28, 2016		
United States	Exercise Dumbbells	15151054	May 10, 2016		Issued	9604092	Mar 28, 2017		
United States	Ball and Board Balance Training Device (M-Board)	13951580	Jul 26, 2013		Issued	9387363	Jul 12, 2016		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Exercise Machine (M7 Max Machine)	0030396350001	Mar 23, 2016		Issued			003039635-0001	Mar 23, 2016
United Kingdom	Exercise Machine (M7 Max Machine)	0030396350001	Mar 23, 2016		Issued			9003039635-0001	Mar 23, 2016
United State	Elliptical Exercise Machine (M7 Max Machine)	29540808	Sep 28, 2015		Issued	D792530	Jul 18, 2017		
Europe	Pedal Assembly for Exercise Machine	168823409	Dec 16, 2016	Jul 19, 2018	Issued	3397360	Jan 20, 2021		
Germany	Pedal Assembly for Exercise Machine	168823409	Dec 16, 2016		Issued	602016051888.0	Jan 20, 2021		
United Kingdom	Pedal Assembly for Exercise Machine	168823409	Dec 16, 2016		Issued	3397360	Jan 20, 2021		
United States	Pedal Assembly for Exercise Machine	14986068	Dec 31, 2015		Issued	10369404	Aug 6, 2019		
China	Pedal Assembly for Exercise Machine	201680081846X	Dec 16, 2016	Aug 15, 2018	Issued	ZL 201680081846.X	Aug 14, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Exercise Machine Having Non-Matched Cable Pairing (Non-Matched Cable Pairing (EVO))	2016800818402	Dec 16, 2016	Aug 15, 2018	Issued	201680081840.2	Mar 30, 2021		
United States	Exercise Machine Having Non-Matched Cable Pairing (Non-Matched Cable Pairing (EVO))	16082409	Dec 16, 2016	Sep 5, 2018	Issued	10953267	Mar 23, 2021		
Europe	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016	Jul 19, 2018	Issued	3397358	Apr 7, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Switzerland	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		
Germany	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	602016055887.4	Apr 7, 2021		
Spain	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		
France	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		
Italy	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		
Netherlands	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	168825529	Dec 28, 2016		Issued	3397358	Apr 7, 2021		
Taiwan	Treadmill Including a Lift Assistance Mechanism	106145872	Dec 27, 2017		Issued	I739978	Sep 21, 2021		
United States	Treadmill Including a Deck Locking Mechanism	14985516	Dec 31, 2015		Issued	10335632	Jul 2, 2019		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Treadmill Including a Lift Assistance Mechanism	15391680	Dec 27, 2016		Issued	10398932	Sep 3, 2019		
China	Treadmill Including a Deck Locking Mechanism and/or a Lift Assist Mechanism	2016800826377	Dec 28, 2016	Aug 20, 2018	Issued	ZL201680082637.7	Oct 30, 2020		
United States	Balance Board (Edge Board)	29549152	Dec 18, 2015		Issued	D797212	Sep 12, 2017		
China	Handle for Exercise Machine (NLS)	2016303382328	Jul 22, 2016		Issued			ZL201630338232.8	Feb 8, 2017
Europe	Handle for Exercise Machine (NLS)	0033119190001	Jul 19, 2016		Issued			003311919-0001	Jul 19, 2016
United Kingdom	Handle for Exercise Machine (NLS)	0033119190001	Jul 19, 2016		Issued			9003311919-0001	Jul 19, 2016
United States	Handle for Exercise Machine (NLS)	29552528	Jan 22, 2016		Issued	D795973	Aug 29, 2017		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Handle for Exercise Machine (BFX)	201630336947X	Jul 22, 2016		Issued			ZL201630336947.X	Feb 8, 2017
Europe	Handle for Exercise Machine (BFX)	0033119190002	Jul 19, 2016		Issued			003311919-0002	Jul 19, 2016
United Kingdom	Handle for Exercise Machine (BFX)	0033119190002	Jul 19, 2016		Issued			9003311919-0002	Jul 19, 2016
United States	Handle (BFX)	29552532	Jan 22, 2016		Issued	D795974	Aug 29, 2017		
China	Handle for Exercise Machine (BFX2)	2016303369465	Jul 22, 2016		Issued			ZL201630336946.5	Feb 8, 2017
Europe	Handle for Exercise Machine (BFX2)	0033119190003	Jul 19, 2016		Issued			003311919-0003	Jul 19, 2016
United Kingdom	Handle for Exercise Machine (BFX2)	0033119190003	Jul 19, 2016		Issued			9003311919-0003	Jul 19, 2016
United States	Handle (BFX2)	29552535	Jan 22, 2016		Issued	D795975	Aug 29, 2017		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	MOTORLESS TREADMILL STEPPER EXERCISE DEVICE	12854123	Aug 10, 2010		Issued	8597161	Dec 3, 2013		
United States	Stowable Rowing Machine	15344219	Nov 4, 2016		Issued	10449409	Oct 22, 2019		
Taiwan	Exercise Machine with Adjustable Stride	106145871	Dec 27, 2017		Issued	1737877	Sep 1, 2021		
United States	Exercise Machine with Adjustable Stride (Adjustable Stride Max Machine)	15633698	Jun 26, 2017		Issued	10328301	Jun 25, 2019		
United States	Pedal Assembly for Exercise Machine	16450681	Jun 24, 2019		Issued	11191995	Dec 7, 2021		
Europe	Stationary Exercise Machine with a Power Measurement Apparatus	178326724	Dec 22, 2017	Jul 4, 2019	Issued	3562564	Aug 25, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Germany	Stationary Exercise Machine with a Power Measurement Apparatus	178326724	Dec 22, 2017		Issued	3562564	Aug 25, 2021		
United Kingdom	Stationary Exercise Machine with a Power Measurement Apparatus	178326724	Dec 22, 2017		Issued	3562564	Aug 25, 2021		
Taiwan	Stationary Exercise Machine with a Power Measurement Apparatus	106145870	Dec 27, 2017		Issued	1744450	Nov 1, 2021		
United States	STATIONARY EXERCISE MACHINE WITH A POWER MEASUREMENT APPARATUS	15633689	Jun 26, 2017		Issued	10226657	Mar 12, 2019		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	STATIONARY EXERCISE MACHINE WITH A POWER MEASUREMENT APPARATUS	16296050	Mar 7, 2019		Issued	10758765	Sep 1, 2020		
China	Stationary Exercise Machine with a Power Measurement Apparatus	201780086441X	Dec 22, 2017	Aug 14, 2019	Issued	ZL201780086441.X	Feb 26, 2021		
United States	Box with Closeable Aperture	15233611	Aug 10, 2016		Issued	10351292	Jul 16, 2019		
Canada	Exercise Machine (HVT)	172949	Feb 9, 2017		Issued			172,949	Sep 14, 2017
Switzerland	Exercise Machine (HVT)	201700094	Feb 10, 2017		Issued			143042	Mar 10, 2017
Europe	Exercise Machine (HVT)	0037473850001	Feb 10, 2017		Issued			003747385-0001	Feb 10, 2017
United Kingdom	Exercise Machine (HVT)	0037473850001	Feb 10, 2017		Issued			9003747385-0001	Feb 10, 2017

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Japan	Exercise Machine (HVT)	2017002527	Feb 10, 2017		Issued			1584840	Aug 4, 2017
New Zealan	Exercise Machine (HVT)	422688	Feb 13, 2017		Issued			422688	Aug 12, 2016
United States	Exercise Machine (HVT)	29574258	Aug 12, 2016		Issued	D807445	Jan 9, 2018		
United States	Media Holder Component for Exercise Machine	29575240	Aug 23, 2016		Issued	D815702	Apr 17, 2018		
Europe	Exercise Machine	187316427	May 22, 2018	Dec 4, 2019	Published				
Taiwan	Exercise Machine	107117768	May 24, 2018		Issued	I755539	Feb 21, 2022		
United States	Exercise Machine (Commercial Max)	15606754	May 26, 2017		Issued	10561891	Feb 18, 2020		
China	Exercise Machine	2018800465236	May 22, 2018	Jan 13, 2020	Issued	ZL201880046523.6	Oct 22, 2021		
China	Dumbbell Stand (SelectTech Dumbbell Stand)	2017303422419	Jul 31, 2017		Issued			ZL201730342241.9	Feb 23, 2018

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Dumbbell Stand (SelectTech Dumbbell Stand)	0041281630001	Jul 31, 2017		Issued			004128163-0001	Jul 31, 2017
United Kingdom	Dumbbell Stand (SelectTech Dumbbell Stand)	0041281630001	Jul 31, 2017		Issued			9004128163-0001	Jul 31, 2017
United States	Dumbbell Stand (SelectTech Dumbbell Stand)	29592619	Jan 31, 2017		Issued	D837560	Jan 8, 2019		
Europe	DUMBBELL AND BASE	0018445980001	Apr 1, 2011		Issued			001844598-0001	Apr 1, 2011
United Kingdom	DUMBBELL AND BASE	0018445980001	Apr 1, 2011		Issued			9001844598-0001	Apr 1, 2011
United States	Exercise Machine (Compact Elliptical 2017)	16760832	Oct 30, 2018	Apr 30, 2020	Issued	11583726	Feb 21, 2023		
Europe	Storable Exercise Bench	187431838	Jun 26, 2018	Jan 13, 2020	Published				
Taiwan	Storable Exercise Bench	107121905	Jun 26, 2018		Issued	I766047	Jun 1, 2022		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Storable Exercise Bench	16018969	Jun 26, 2018		Issued	10850154	Dec 1, 2020		
United States	Storable Exercise Bench	17107661	Nov 30, 2020		Issued	11413492	Aug 16, 2022		
United States	Storable Exercise Bench	17819832	Aug 15, 2022		Published				
Australia	Storable Exercise Bench	2018295277	Jun 26, 2018	Dec 24, 2019	Issued	2018295277	Aug 26, 2021		
Australia	Storable Exercise Bench	2021215163	Jun 26, 2018	Aug 11, 2021	Issued	2021215163	Sep 14, 2023		
Canada	Storable Exercise Bench	3068295	Jun 26, 2018	Dec 20, 2019	Allowed				
China	Storable Exercise Bench	201880054243X	Jun 26, 2018	Feb 21, 2020	Issued	ZL201880054243.X	May 24, 2022		
Japan	Storable Exercise Bench	2019572101	Jun 26, 2018	Dec 26, 2019	Issued	6957655	Oct 8, 2021		
United Kingdom	Exercise Bike	0052828370001	May 25, 2018		Issued			9005282837-0001	May 25, 2018
United States	Exercise Bike	29627933	Nov 30, 2017		Issued	D852905	Jul 2, 2019		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Lateral Elliptical Trainer	16221029	Dec 14, 2018		Issued	10729934	Aug 4, 2020		
Europe	Adjustable Weight Kettlebell	197068372	Feb 4, 2019	Jul 29, 2020	Issued	3746193	Aug 30, 2023		
Europe	Adjustable Weight Kettlebell	231925876	Feb 4, 2019	Aug 22, 2023	Pending				
Taiwan	Adjustable Weight Kettlebell	108104167	Feb 1, 2019		Issued	I810242	Aug 1, 2023		
Canada	Adjustable Weight Kettlebell	3090147	Feb 4, 2019	Jul 30, 2020	Issued	3090147	Aug 29, 2023		
China	Adjustable Weight Kettlebell	2019800216914	Feb 4, 2019	Sep 24, 2020	Issued	ZL201980021691.4	May 24, 2022		
United States	Adjustable Weight Kettlebell	16967104	Feb 4, 2019	Aug 3, 2020	Issued	11491361	Nov 8, 2022		
United States	Adjustable Weight Kettlebell	17850074	Jun 27, 2022		Published				
Europe	Compact Elliptical Exercise Machine	217138585	Mar 2, 2021	Sep 1, 2022	Published				
United States	ELLIPTICAL EXERCISE MACHINE	16808221	Mar 3, 2020		Issued	11413497	Aug 16, 2022		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	ELLIPTICAL EXERCISE MACHINE	17136947	Dec 29, 2020		Issued	11673019	Jun 13, 2023		
United States	ELLIPTICAL EXERCISE MACHINE	18326167	May 31, 2023		Pending				
China	Compact Elliptical Exercise Machine	2021800307319	Mar 2, 2021	Oct 25, 2022	Published				
United States	Media Holder for Exercise Machine	16446135	Jun 19, 2019		Issued	11135473	Oct 5, 2021		
Europe	Rowing Machine	197495203	Jul 19, 2019	Jan 27, 2021	Published				
United States	Rowing Machine	16517415	Jul 19, 2019		Issued	11013952	May 25, 2021		
United States	Stationary Exercise Machine with Four-Bar Linkage Transmission	17328954	May 24, 2021		Issued	11724152	Aug 15, 2023		
United States	Stationary Exercise Machine with Four-Bar Linkage Transmission	18345491	Jun 30, 2023		Pending				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Rowing Machine	201980059018X	Jul 19, 2019	Mar 10, 2021	Issued	ZL201980059018.X	Nov 22, 2022		
China	Kettlebell	201930089894X	Mar 6, 2019		Issued			ZL201930089894.X	Sep 20, 2019
Europe	Kettlebell	0062851280001	Mar 6, 2019		Issued			006285128-0001	Mar 6, 2019
Europe	Kettlebell	0062851280002	Mar 6, 2019		Issued			006285128-0002	Mar 6, 2019
Europe	Kettlebell	0062851280003	Mar 6, 2019		Issued			006285128-0003	Mar 6, 2019
United Kingdom	Kettlebell	0062851280001	Mar 6, 2019		Issued			9006285128-0001	Mar 6, 2019
United Kingdom	Kettlebell	0062851280002	Mar 6, 2019		Issued			9006285128-0002	Mar 6, 2019
United Kingdom	Kettlebell	0062851280003	Mar 6, 2019		Issued			9006285128-0003	Mar 6, 2019
United States	Kettlebell	29662554	Sep 6, 2018		Issued	D879888	Mar 31, 2020		
United States	Kettlebell	29725921	Feb 27, 2020		Issued	D895035	Sep 1, 2020		
United States	Kettlebell	29748666	Aug 31, 2020		Issued	D908819	Jan 26, 2021		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	128305489	Sep 10, 2012	Apr 7, 2014	Issued	2754131	Oct 26, 2022		
United States	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	14343378	Sep 10, 2012	Mar 6, 2014	Issued	9586141	Mar 7, 2017		
United States	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	14579535	Dec 22, 2014		Issued	9566517	Feb 14, 2017		
United States	System and Method for Visualizing Synthetic Objects Within Real-World Video Clip	15451100	Mar 6, 2017		Issued	10828570	Nov 10, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation	147929038	Sep 30, 2014	Nov 2, 2016	Published				
United States	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation	14503029	Sep 30, 2014		Issued	9131202	Sep 8, 2015		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Systems and Methods for Motion-Vector-Aided Video Interpolation Using Real-Time Smooth Video Playback Speed Variation	14843782	Sep 2, 2015		Issued	9659596	May 23, 2017		
United States	Systems and Methods for Generating 360 Degree Mixed Reality Environments	15188356	Jun 21, 2016		Issued	9704298	Jul 11, 2017		
United States	Systems and Methods for Generating 360 Degree Mixed Reality Environments	15643110	Jul 6, 2017		Issued	10810798	Oct 20, 2020		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	FOOT SUPPORTS AND HANDLEBAR WITH FIT ENHANCEMENT FEATURES FOR AN EXERCISE MACHINE	207161449	Mar 6, 2020	Oct 4, 2021	Published				
United States	Foot Supports With Fit Enhancement Features For An Exercise Machine	16297310	Mar 8, 2019		Issued	11103740	Aug 31, 2021		
United States	Foot Supports With Fit Enhancement Features For An Exercise Machine	17389213	Jul 29, 2021		Allowed				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	FOOT SUPPORTS AND HANDLEBAR WITH FIT ENHANCEMENT FEATURES FOR AN EXERCISE MACHINE	2020800313851	Mar 6, 2020	Oct 26, 2021	Issued	202080031385.1	Sep 5, 2023		
China	FOOT SUPPORTS AND HANDLEBAR WITH FIT ENHANCEMENT FEATURES FOR AN EXERCISE MACHINE	2023110624994	Mar 6, 2020	Aug 22, 2023	Pending				
Europe	Adjustable Barbell System	207205832	Mar 23, 2020	Oct 5, 2021	Published				
Taiwan	Adjustable Barbell System	109110040	Mar 25, 2020	Mar 25, 2020	Published				
United States	Adjustable Barbell System	16827479	Mar 23, 2020		Issued	11590380	Feb 28, 2023		
United States	Adjustable Barbell System	18174955	Feb 27, 2023		Published				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Adjustable Barbell System	2020800368873	Mar 23, 2020	Nov 18, 2021	Issued	ZL202080036887.3	Dec 27, 2022		
Europe	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	208452862	Dec 18, 2020	Jul 1, 2022	Published				
Taiwan	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	109145751	Dec 23, 2020		Published				
United States	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	17122861	Dec 15, 2020		Issued	11291883	Apr 5, 2022		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	17709248	Mar 30, 2022		Published				
Canada	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	3162738	Dec 18, 2020	Jun 22, 2022	Pending				
China	TILT-ENABLED BIKE WITH TILT-DISABLING MECHANISM	2020800964443	Dec 18, 2020	Aug 12, 2022	Published				
China	Stationary Bike	2020307423465	Dec 3, 2020		Issued			ZL202030742346.5	Jun 18, 2021
Europe	Stationary Bike	0082095480001	Oct 21, 2020		Issued			008209548-0001	Oct 21, 2020
United Kingdom	Stationary Bike	0082095480001	Oct 21, 2020		Issued			9008209548-0001	Oct 21, 2020
United States	Stationary Bike	29737308	Jun 8, 2020		Issued	D961014	Aug 16, 2022		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	Stationary Bike Frame	2020307401324	Dec 3, 2020		Issued			ZL202030740132.4	Jun 8, 2021
Europe	Stationary Bike Frame	0082095480002	Oct 21, 2020		Issued			008209548-0002	Oct 21, 2020
United Kingdom	Stationary Bike Frame	0082095480002	Oct 21, 2020		Issued			9008209548-0002	Oct 21, 2020
United States	Stationary Bike Frame	29737312	Jun 8, 2020		Issued	D961015	Aug 16, 2022		
China	Frame Member Of A Stationary Bike	2020307400872	Dec 3, 2020		Issued			ZL202030740087.2	Jun 8, 2021
Europe	Frame Member Of A Stationary Bike	0082095480003	Oct 21, 2020		Issued			008209548-0003	Oct 21, 2020
United Kingdom	Frame Member Of A Stationary Bike	0082095480003	Oct 21, 2020		Issued			9008209548-0003	Oct 21, 2020
United States	Frame Member Of A Stationary Bike	29737314	Jun 8, 2020		Issued	D961016	Aug 16, 2022		
China	Handlebar Of A Stationary Bike	2020307402492	Dec 3, 2020		Issued			ZL202030740249.2	Jun 22, 2021
Europe	Handlebar Of A Stationary Bike	0082095480004	Oct 21, 2020		Issued			008209548-0004	Oct 21, 2020

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Handlebar Of A Stationary Bike	0082095480004	Oct 21, 2020		Issued			9008209548-0004	Oct 21, 2020
United States	Handlebar Of A Stationary Bike	29737328	Jun 8, 2020		Issued	D947300	Mar 29, 2022		
China	Flywheel of a Stationary Exercise Machine	2020307424415	Dec 3, 2020		Issued			ZL202030742441.5	Jun 8, 2021
Europe	Flywheel of a Stationary Exercise Machine	0082095480005	Oct 21, 2020		Issued			008209548-0005	Oct 21, 2020
United Kingdom	Flywheel of a Stationary Exercise Machine	0082095480005	Oct 21, 2020		Issued			9008209548-0005	Oct 21, 2020
United States	Flywheel of a Stationary Exercise Machine	29737332	Jun 8, 2020		Issued	D947297	Mar 29, 2022		
Europe	Display of a Stationary Exercise Machine	0082103970001	Oct 21, 2020		Issued			008210397-0001	Oct 21, 2020
United Kingdom	Display of a Stationary Exercise Machine	0082103970001	Oct 21, 2020		Issued			9008210397-0001	Oct 21, 2020

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Display of a Stationary Exercise Machine	29737350	Jun 8, 2020		Issued	D953456	May 31, 2022		
China	Free Weight Handlebar	2020306172065	Oct 16, 2020		Issued			ZL.202030617206.5	Apr 9, 2021
Europe	Free Weight Handlebar	0081962240001	Oct 8, 2020		Issued			008196224-0001	Oct 8, 2020
United Kingdom	Free Weight Handlebar	0081962240001	Oct 8, 2020		Issued			9008196224-0001	Oct 8, 2020
United States	Free Weight Handlebar	29731650	Apr 16, 2020		Issued	d958266	Jul 19, 2022		
China	Weight Plate for Free-Weight Exercise Equipment	2020306159484	Oct 16, 2020		Issued			ZL.202030615948.4	Apr 9, 2021
Europe	Weight Plate for Free-Weight Exercise Equipment	0081962240002	Oct 8, 2020		Issued			008196224-0002	Oct 8, 2020
United Kingdom	Weight Plate for Free-Weight Exercise Equipment	0081962240002	Oct 8, 2020		Issued			9008196224-0002	Oct 8, 2020
United States	Weight Plate for Free-Weight Exercise Equipment	29731653	Apr 16, 2020		Issued	D952770	May 24, 2022		

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
Europe	Handlebar Of A Stationary Bike	0082095480007	Oct 21, 2020		Issued			008209548-0007	Oct 21, 2020
United Kingdom	Handlebar Of A Stationary Bike	0082095480007	Oct 21, 2020		Issued			9008209548-0007	Oct 21, 2020
United States	Handlebar Of A Stationary Bike	29737338	Jun 8, 2020		Issued	D947966	Apr 5, 2022		
China	Display of a Stationary Exercise Machine	2020307402261	Dec 3, 2020		Issued			ZL202030740226.1	Jul 13, 2021
Europe	Display of a Stationary Exercise Machine	0082103970002	Oct 21, 2020		Issued			008210397-0002	Oct 20, 2020
United Kingdom	Display of a Stationary Exercise Machine	0082103970002	Oct 21, 2020		Issued			9008210397-0002	Oct 21, 2020
United States	Display of a Stationary Exercise Machine	29737351	Jun 8, 2020		Issued	D953457	May 31, 2022		
Europe	Handlebar of A Stationary Bike	0082095480006	Oct 21, 2020		Issued			008209548-0006	Oct 21, 2020

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United Kingdom	Handlebar of A Stationary Bike	0082095480006	Oct 21, 2020		Issued			9008209548-0006	Oct 21, 2020
United States	Handlebar of A Stationary Bike	29737344	Jun 8, 2020		Issued	D947967	Apr 5, 2022		
United States	CRITICAL POWER ADAPTIVE TRAINING WITH VARYING PARAMETERS	16192733	Nov 15, 2018		Issued	10603543	Mar 31, 2020		
Europe	SWIVEL MOUNT FOR DISPLAY OF EXERCISE MACHINE	218476513	Dec 28, 2021	Jun 14, 2023	Pending				
United States	SWIVEL MOUNT FOR DISPLAY OF EXERCISE MACHINE	17563626	Dec 28, 2021		Published				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
China	SWIVEL MOUNT FOR DISPLAY OF EXERCISE MACHINE	202180088106X	Dec 28, 2021	Jun 28, 2023	Pending				
United States	FREE-WEIGHT EXERCISE SYSTEM	17814289	Jul 22, 2022		Published				
International Patent Cooperation Treaty (PCT)	FREE-WEIGHT EXERCISE SYSTEM	PCTUS2022074045	Jul 22, 2022		Published				
United States	Plate-Sensing Base For A Connected Adjustable Free Weight System	17531435	Nov 19, 2021		Issued	11,857,827	Jan 2, 2024		
PCT	Plate-Sensing Base For A Connected Adjustable Free Weight System	PCTUS2022079913	Nov 16, 2022		Pending				

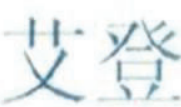
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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	EXERCISE SYSTEM WITH TRANSLA TABLE AND ROTATAB LE DISPLAY	17814311	Jul 22, 2022		Published				
PCT	EXERCISE SYSTEM WITH TRANSLA TABLE AND ROTATAB LE DISPLAY	PCTUS20220740 42	Jul 22, 2022		Published				
WIPO	Graphical User Interface [Computer Screen Layout]		Feb 17, 2022		Issued			DM/219696	Feb 17, 2022
United States	Adjustable Dumbbell System	18420315	Jan 23, 2024		Pending				
PCT	Adjustable Dumbbell System	PCTUS20240125 98	Jan 23, 2024		Pending				
United States	Pinion Lock For Adjustable Barbell System	18/512,928	Nov 17, 2023		Pending				

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JURISDICTION	TITLE	APPLICATION NO	DATE FILED	LOCAL FILING DATE	STATUS	PATENT NO	ISSUE DATE	DESIGN REGISTRATION NUMBER	DESIGN GRANT DATE
United States	Rotary Control Unit for an Exercise Machine	63621313	Jan 16, 2024		Pending				
United States	Treadmill Deck Suspension	63622648	Jan 19, 2024		Pending				
United States	Adaptive Weight Prescription System and Method for Resistance Training	18095394	Jan 10, 2023		Pending				
PCT	Adaptive Weight Prescription System and Method for Resistance Training	PCTUS2024010205	Jan 3, 2024		Pending				

Registered and Pending Trademarks (Bowflex Inc.)

Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
700IC		EUROPEAN UNION (EUTM & RCD)	18475664	5/21/2021	18475664	9/8/2021	REGISTERED
700IC		UNITED KINGDOM	3645418	5/21/2021	3645418	10/8/2021	REGISTERED
800IC		EUROPEAN UNION (EUTM & RCD)	18475670	5/21/2021	18475670	9/8/2021	REGISTERED
800IC		UNITED KINGDOM	3645424	5/21/2021	3645424	10/8/2021	REGISTERED
AIR DYNE		MALAYSIA	84003912	8/23/1984	84003912	1/6/1990	REGISTERED
AIRDYNE		AUSTRIA	AM56091	2/4/1991	136154	6/17/1991	REGISTERED
AIRDYNE		AUSTRALIA	550850	2/21/1991	550850	1/24/1994	REGISTERED
AIRDYNE		BRAZIL	816090726	2/28/1991	816090726	5/19/1992	REGISTERED
AIRDYNE		BENELUX	0759597	2/12/1991	0491594	2/12/1991	REGISTERED
AIRDYNE		CANADA	619,102	11/14/1988	TMA360,467	9/15/1989	REGISTERED
AIRDYNE		SWITZERLAND	01185/1991	2/20/1991	387866	11/11/1991	REGISTERED
AIRDYNE		CHINA	647759	7/6/1992	647759	6/28/1993	REGISTERED
AIRDYNE		GERMANY	SCH37029	2/18/1991	2017663	7/23/1992	REGISTERED
AIRDYNE		DENMARK	VA199101121	2/13/1991	VR199108364	11/22/1991	REGISTERED
AIRDYNE		SPAIN	1618914	2/20/1991	1618914	3/5/1992	REGISTERED
AIRDYNE		FINLAND	119755	2/6/1991	119755	6/5/1992	REGISTERED
AIRDYNE		FRANCE	1645369	2/20/1991	1645369	2/20/1991	REGISTERED
AIRDYNE		UNITED KINGDOM	1454118	1/28/1991	1454118	10/16/1992	REGISTERED
AIRDYNE		ITALY	301991900168460	3/6/1991	1425869	12/16/1993	REGISTERED
AIRDYNE		SOUTH KOREA	4019910003247	2/21/1991	4002354070000	4/8/1992	REGISTERED
AIRDYNE		MEXICO	107802	3/4/1991	407074	3/2/1992	REGISTERED
AIRDYNE		SWEDEN	1982/01070	2/19/1982	183915	11/12/1982	REGISTERED
AIRDYNE		UNITED STATES	73835361	11/1/1989	1601104	6/12/1990	REGISTERED
AIRDYNE		SOUTH AFRICA	910709	2/5/1991	910709	2/5/1991	REGISTERED
AIR-DYNE		BRUNEI	15494	8/14/1984	13556	8/14/1984	REGISTERED
AIR-DYNE		TAIWAN	077037678	8/16/1988	00443421	5/16/1989	REGISTERED
AIRDYNE in Chinese Characters		CHINA	17272414	6/24/2015	17272414	8/28/2016	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		SWITZERLAND	WO1217131	1/2/2014	WO1217131	8/24/2015	REGISTERED
B Stylized (Old Bowflex Logo)		BRAZIL	829753400	6/6/2008	829753400	8/9/2011	REGISTERED
B Stylized (Old Bowflex Logo)		CANADA	1,249,206	3/2/2005	TMA700,780	11/14/2007	REGISTERED
B Stylized (Old Bowflex Logo)		UNITED KINGDOM	WO1217131	1/2/2014	UK00801217131	8/4/2015	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		UNITED KINGDOM	WO847338	3/2/2005	UK008WO847338	4/4/2006	REGISTERED
B Stylized (Old Bowflex Logo)		HONG KONG	301147239	6/24/2008	301147239	12/12/2008	REGISTERED
B Stylized (Old Bowflex Logo)		INDONESIA	D002006019468	6/20/2006	IDM000151054	1/3/2008	REGISTERED
B Stylized (Old Bowflex Logo)		INDIA	1456928	5/26/2006	1456928	10/24/2008	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		MEXICO	704977	3/2/2005	886764	6/20/2005	REGISTERED
B Stylized (Old Bowflex Logo)		MALAYSIA	06009058	5/29/2006	06009058	5/29/2006	REGISTERED
B Stylized (Old Bowflex Logo)		THAILAND	629526	6/21/2006	TM277593	3/12/2008	REGISTERED
B Stylized (Old Bowflex Logo)		TAIWAN	094009094	3/2/2005	01186954	12/16/2005	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		UNITED STATES	76609914	9/2/2004	3127405	8/8/2006	REGISTERED
B Stylized (Old Bowflex Logo)		AUSTRALIA	WO1217131	1/2/2014	WO1217131	1/12/2015	REGISTERED
B Stylized (Old Bowflex Logo)		AUSTRALIA	WO847338	9/1/2006	WO847338	4/23/2007	REGISTERED
B Stylized (Old Bowflex Logo)		CHINA	WO847338	3/2/2005	WO847338	11/12/2006	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		EUROPEAN UNION (EUTM & RCD)	WO1217131	1/2/2014	WO1217131	8/4/2015	REGISTERED
B Stylized (Old Bowflex Logo)		EUROPEAN UNION (EUTM & RCD)	WO847338	3/2/2005	WO847338	4/4/2006	REGISTERED
B Stylized (Old Bowflex Logo)		INDIA	WO1217131	1/2/2014	WO1217131	4/2/2016	REGISTERED
B Stylized (Old Bowflex Logo)		JAPAN	WO850666	5/19/2006	WO850666	6/15/2007	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		NORWAY	WO1217131	1/2/2014	WO1217131	4/10/2015	REGISTERED
B Stylized (Old Bowflex Logo)		NEW ZEALAND	WO1217131	1/2/2014	WO1217131	2/3/2015	REGISTERED
B Stylized (Old Bowflex Logo)		WIPO	WO1217131	1/2/2014	WO1217131	1/2/2014	REGISTERED
B Stylized (Old Bowflex Logo)		WIPO	WO847338	3/2/2005	WO847338	3/2/2005	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
B Stylized (Old Bowflex Logo)		WIPO	WO850666	3/2/2005	WO850666	3/2/2005	REGISTERED
B Stylized (Old Bowflex Logo)		SINGAPORE	WO1217131	1/2/2014	WO1217131	7/13/2015	REGISTERED
B Stylized (Old Bowflex Logo)		TURKEY	WO1217131	1/2/2014	WO1217131	10/10/2015	REGISTERED
BLAZE		UNITED STATES	78856892	4/7/2006	3337049	11/13/2007	REGISTERED
BOWFLEX		UNITED ARAB EMR	324671	1/28/2020	324671	5/23/2020	REGISTERED
BOWFLEX		AUSTRALIA	1066821	7/27/2005	1066821	3/6/2006	REGISTERED
BOWFLEX		BRAZIL	828967083	2/7/2007	828967083	8/21/2012	REGISTERED
BOWFLEX		BRAZIL	829247149	7/20/2007	829247149	8/19/2014	REGISTERED
BOWFLEX		CANADA	2,091.917	3/15/2021			PENDING
BOWFLEX		SWITZERLAND	58290/2004	12/2/2004	530293	2/3/2005	REGISTERED
BOWFLEX		CHINA	3814461	11/25/2003	3814461	12/14/2006	REGISTERED
BOWFLEX		COLOMBIA	08048313	5/13/2008	367111	11/19/2008	REGISTERED
BOWFLEX		EUROPEAN UNION (EUTM & RCD)	000377689	9/18/1996	000377689	6/16/1998	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
BOWFLEX		UNITED KINGDOM	000377689	9/18/1996	UK00900377689	6/16/1998	REGISTERED
BOWFLEX		HONG KONG	300590139	3/1/2006	300590139	6/23/2006	REGISTERED
BOWFLEX		INDONESIA	D002006019471	6/20/2006	IDM000151870	1/3/2008	REGISTERED
BOWFLEX		ISRAEL	277490	8/19/2015	277490	12/2/2015	REGISTERED
BOWFLEX		INDIA	1426233	3/2/2006	1426233	1/12/2011	REGISTERED
BOWFLEX		JAPAN	2004114089	12/14/2004	4887451	8/12/2005	REGISTERED
BOWFLEX		SOUTH KOREA	40-2006-58427	11/19/2006	40-735791	1/29/2008	REGISTERED
BOWFLEX		SRI LANKA	182052	7/23/2013	182052	3/22/2017	REGISTERED
BOWFLEX		MEXICO	933524	5/13/2008	1043275	5/29/2008	REGISTERED
BOWFLEX		MALAYSIA	06009055	5/29/2006	06009055	5/29/2006	REGISTERED
BOWFLEX		NORWAY	200602418	3/7/2006	235194	9/28/2006	REGISTERED
BOWFLEX		NEW ZEALAND	743740	3/1/2006	743740	9/7/2006	REGISTERED
BOWFLEX		RUSSIA	2010702282	1/29/2010	425784	12/16/2010	REGISTERED
BOWFLEX		SINGAPORE	40201927100Q	12/13/2019	40201927100Q	6/6/2020	REGISTERED
BOWFLEX		THAILAND	629523	6/21/2006	TM278487	3/31/2008	REGISTERED
BOWFLEX		TAIWAN	092068053	11/25/2003	01112024	7/16/2004	REGISTERED
BOWFLEX		UNITED STATES	73595861	4/28/1986	1416128	11/4/1986	REGISTERED
BOWFLEX		UNITED STATES	98180350	9/14/2023			PENDING
BOWFLEX		VENEZUELA	2008-009055	5/13/2008	P291193	12/30/2008	REGISTERED
BOWFLEX		SOUTH AFRICA	200628472	11/22/2006	200628472	1/18/2010	REGISTERED
BOW-FLEX		CANADA	0569,200	9/15/1986	TMA334,211	11/13/1987	REGISTERED
BOWFLEX and LOGO (2022)		CHINA	75584156	12/5/2023			PENDING
BOWFLEX and LOGO (2022)		CHINA	75590965	12/5/2023			PENDING

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
BOWFLEX in Chinese Characters		CHINA	5064507	12/16/2005	5064507	6/21/2009	REGISTERED
BOWFLEX in Chinese Characters		CHINA	5064508	12/16/2005	5064508	6/21/2009	REGISTERED
Bowflex Logo		UNITED ARAB EMR	324672	1/28/2020	324672	5/23/2020	REGISTERED
Bowflex Logo		SINGAPORE	40201927099P	12/13/2019	40201927099P	6/11/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
Bowflex Logo (2022)		CHINA	66745508	8/22/2022			PENDING
Bowflex Logo (2022)		CHINA	66743096	8/22/2022			PENDING
Bowflex Logo (2022)		CHINA	66740947	8/22/2022			PUBLISHED
Bowflex Logo (2022)		UNITED STATES	97489727	7/5/2022			ALLOWED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
Bowflex Logo (2022)		AUSTRALIA	WO1735807	12/5/2022	WO1735807	9/18/2023	REGISTERED
Bowflex Logo (2022)		CANADA	WO1735807	12/5/2022			PENDING
Bowflex Logo (2022)		SWITZERLAND	WO1735807	9/11/2023			PENDING
Bowflex Logo (2022)		EUROPEAN UNION (EUTM & RCD)	WO1735807	12/5/2022	WO1735807	11/14/2023	REGISTERED

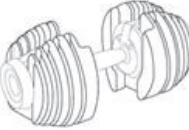
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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
Bowflex Logo (2022)		UNITED KINGDOM	WO1735807	12/5/2022	WO1735807	9/8/2023	REGISTERED
Bowflex Logo (2022)		JAPAN	WO1735807	9/11/2023			PENDING
Bowflex Logo (2022)		NORWAY	WO1735807	9/11/2023			PENDING
Bowflex Logo (2022)		WIPO	WO1735807	12/5/2022	WO1735807	12/5/2022	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
BOWFLEX LOGO 2015		UNITED STATES	86818779	11/12/2015	5297028	9/26/2017	REGISTERED
BOWFLEX MAX TRAINER		SWITZERLAND	00207/2016	5/17/2016	689055	6/15/2016	REGISTERED
BOWFLEX MAX TRAINER		EUROPEAN UNION (EUTM & RCD)	014799175	11/13/2015	014799175	3/10/2016	REGISTERED
BOWFLEX MAX TRAINER		UNITED KINGDOM	014799175	11/13/2015	UK00914799175	3/10/2016	REGISTERED
BOWFLEX MAX TRAINER		NORWAY	201701524	2/8/2017	293006	6/29/2017	REGISTERED
BOWFLEX MAX TRAINER		UNITED STATES	86044378	8/21/2013	4534919	5/20/2014	REGISTERED
BOWFLEX MAX TRAINER and Design		CHINA	15676440	11/13/2014	15676440	7/7/2016	REGISTERED
BOWFLEX REVOLUTION		UNITED STATES	78633896	5/20/2005	3199718	1/16/2007	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
BOWFLEX REVOLUTION and Design		UNITED STATES	77205750	6/14/2007	3381152	2/12/2008	REGISTERED
BOWFLEX SPORT		EUROPEAN UNION (EUTM & RCD)	003901808	6/25/2004	003901808	10/21/2005	REGISTERED
BOWFLEX SPORT		UNITED KINGDOM	003901808	6/25/2004	UK00903901808	10/21/2005	REGISTERED
BOWFLEX XCEED		UNITED STATES	86108450	11/1/2013	4559635	7/1/2014	REGISTERED
BOWFLEX XTREME		SWITZERLAND	58292/2004	12/2/2004	530295	2/3/2005	REGISTERED
BOWFLEX XTREME		EUROPEAN UNION (EUTM & RCD)	004151262	12/1/2004	004151262	2/3/2006	REGISTERED
BOWFLEX XTREME		UNITED KINGDOM	004151262	12/1/2004	UK00904151262	2/3/2006	REGISTERED
BOWFLEX XTREME		INDIA	1456927	5/26/2006	1456927	3/31/2010	REGISTERED
BOWFLEX XTREME		JAPAN	2004114095	12/14/2004	4887453	8/12/2005	REGISTERED
BOWFLEX XTREME		MALAYSIA	06009057	5/29/2006	06009057	5/29/2006	REGISTERED
BOWFLEX XTREME		THAILAND	629525	6/21/2006	TM278489	3/31/2008	REGISTERED
BOWFLEX XTREME		UNITED STATES	78281058	7/30/2003	3089399	5/9/2006	REGISTERED
BOWFLEX XTREME		AUSTRALIA	WO898353	9/14/2006	WO898353	4/30/2007	REGISTERED
BOWFLEX XTREME		WIPO	WO898353	9/14/2006	WO898353	9/14/2006	REGISTERED
DUMBBELL Design		UNITED STATES	77644102	1/6/2009	3783324	5/4/2010	REGISTERED
EXPLORE THE WORLD		UNITED STATES	88486892	6/24/2019	6025650	3/31/2020	REGISTERED
EXPLORE THE WORLD		UNITED KINGDOM	WO1516611	12/23/2019	UK00801516611	10/19/2020	REGISTERED
EXPLORE THE WORLD		CANADA	WO1516611	12/23/2019	WO1516611	4/27/2022	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
EXPLORE THE WORLD		EUROPEAN UNION (EUTM & RCD)	WO1516611	12/23/2019	WO1516611	10/19/2020	REGISTERED
EXPLORE THE WORLD		WIPO	WO1516611	12/23/2019	WO1516611	12/23/2019	REGISTERED
FREEDOM ARMS		UNITED STATES	78875103	5/3/2006	3486408	8/12/2008	REGISTERED
GET THE BODY YOU WANT IN HALF THE TIME		UNITED STATES	78319156	10/27/2003	2884481	9/14/2004	REGISTERED
HVT		CANADA	1,850,981	8/3/2017	TMA1,058,557	10/10/2019	REGISTERED
HVT		CHINA	25665750	8/3/2017	25665750	9/21/2019	REGISTERED
HVT		UNITED KINGDOM	WO1366838	8/3/2017	UK008O1366838	3/2/2018	REGISTERED
HVT		UNITED STATES	87324281	2/3/2017	5347804	11/28/2017	REGISTERED
HVT		AUSTRALIA	WO1366838	8/3/2017	WO1366838	1/24/2018	REGISTERED
HVT		SWITZERLAND	WO1366838	8/3/2017	WO1366838	8/28/2018	REGISTERED
HVT		EUROPEAN UNION (EUTM & RCD)	WO1366838	8/3/2017	WO1366838	3/2/2018	REGISTERED
HVT		WIPO	WO1366838	8/3/2017	WO1366838	8/3/2017	REGISTERED
JRNY		AUSTRALIA	2069251	2/14/2020	2069251	6/29/2020	REGISTERED
JRNY		CANADA	2,012,089	2/14/2020			PENDING
JRNY		SWITZERLAND	2041/2020	2/14/2020	743039	2/17/2020	REGISTERED
JRNY		CHINA	44091661	2/17/2020	44091661	10/7/2020	REGISTERED
JRNY		EUROPEAN UNION (EUTM & RCD)	18200846	2/25/2020	18200846	6/27/2020	REGISTERED
JRNY		UNITED KINGDOM	18200846	2/25/2020	UK00918200846	6/27/2020	REGISTERED
JRNY		UNITED KINGDOM	3466859	2/14/2020	3466859	8/9/2020	REGISTERED
JRNY		UNITED STATES	88582387	8/16/2019	6154883	9/15/2020	REGISTERED
JRNY Logo		AUSTRALIA	2077020	3/20/2020	2077020	7/13/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
JRNY Logo		CANADA	2,018,677	3/19/2020			PENDING
JRNY Logo		SWITZERLAND	3982/2020	3/20/2020	754378	11/2/2020	REGISTERED
JRNY Logo		CHINA	73378279	8/9/2023			PENDING
JRNY Logo		EUROPEAN UNION (EUTM & RCD)	18224642	4/14/2020	18224642	8/7/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
JRNY Logo		UNITED KINGDOM	18224642	4/14/2020	UK00918224642	8/7/2020	REGISTERED
JRNY Logo		UNITED KINGDOM	3476724	3/23/2020	3476724	8/9/2020	REGISTERED
JRNY Logo		UNITED STATES	88655738	10/15/2019	6252417	1/19/2021	REGISTERED
JRNY with Circle Logo		AUSTRALIA	2077021	3/20/2020	2077021	7/13/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
JRNY with Circle Logo		CANADA	2,018,676	3/19/2020			PENDING
JRNY with Circle Logo		SWITZERLAND	3977/2020	3/20/2020	754379	11/2/2020	REGISTERED
JRNY with Circle Logo		CHINA	73373027	8/9/2023			PENDING
JRNY with Circle Logo		EUROPEAN UNION (EUTM & RCD)	18225127	4/14/2020	18225127	8/7/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
JRNY with Circle Logo		UNITED KINGDOM	18225127	4/14/2020	UK00918225127	8/7/2020	REGISTERED
JRNY with Circle Logo		UNITED KINGDOM	3476728	3/23/2020	3476728	8/11/2020	REGISTERED
JRNY with Circle Logo		UNITED STATES	88655744	10/15/2019	6252418	1/19/2021	REGISTERED
MAX INTELLIGENCE		UNITED KINGDOM	WO1464491	3/21/2019	UK00801464491	10/8/2019	REGISTERED
MAX INTELLIGENCE		UNITED STATES	88129844	9/24/2018	5841110	8/20/2019	REGISTERED
MAX INTELLIGENCE		EUROPEAN UNION (EUTM & RCD)	WO1464491	3/21/2019	WO1464491	10/8/2019	REGISTERED
MAX INTELLIGENCE		WIPO	WO1464491	3/21/2019	WO1464491	3/21/2019	REGISTERED
MAX TOTAL		UNITED KINGDOM	WO1516998	1/10/2020	UK00801516998	7/14/2020	REGISTERED
MAX TOTAL		UNITED STATES	88520141	7/17/2019	6044060	4/28/2020	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
MAX TOTAL		AUSTRALIA	WO1516998	1/10/2020	WO1516998	9/1/2020	REGISTERED
MAX TOTAL		CANADA	WO1516998	1/10/2020	WO1516998	4/27/2022	REGISTERED
MAX TOTAL		EUROPEAN UNION (EUTM & RCD)	WO1516998	1/10/2020	WO1516998	7/14/2020	REGISTERED
MAX TOTAL		NEW ZEALAND	WO1516998	1/10/2020	WO1516998	11/3/2020	REGISTERED
MAX TOTAL		WIPO	WO1516998	1/10/2020	WO1516998	1/10/2020	REGISTERED
MAX TRAINER		AUSTRALIA	1642055	8/20/2014	1642055	3/23/2015	REGISTERED
MAX TRAINER		CANADA	1,692,261	9/3/2014	TMA932,869	3/29/2016	REGISTERED
MAX TRAINER		SWITZERLAND	50380/2016	1/12/2016	688736	6/7/2016	REGISTERED
MAX TRAINER		CHINA	15676439	11/13/2014	15676439	12/28/2015	REGISTERED
MAX TRAINER		GERMANY	302016005125	8/19/2014	302016005125	3/21/2016	REGISTERED
MAX TRAINER		EUROPEAN UNION (EUTM & RCD)	013183447	8/19/2014	013183447	5/3/2016	REGISTERED
MAX TRAINER		UNITED KINGDOM	013183447	8/19/2014	UK00913183447	5/3/2016	REGISTERED
MAX TRAINER		ITALY	302016000034266	4/4/2016	302016000034266	12/7/2018	REGISTERED
MAX TRAINER		NEW ZEALAND	1003635	8/20/2014	1003635	2/24/2015	REGISTERED
MAX TRAINER		UNITED STATES	86363380	8/11/2014	4719566	4/14/2015	REGISTERED
MAX TRAINER (MAI XUN in Chinese Characters)	迈迅	CHINA	17272417	6/24/2015	17272417	10/28/2016	REGISTERED
POWER ROD		UNITED STATES	73679268	8/19/1987	1523651	2/7/1989	REGISTERED
POWER-PAK		UNITED STATES	73450210	10/28/1983	1331025	4/16/1985	REGISTERED
SELECTTECH		AUSTRALIA	1024390	10/11/2004	1024390	2/14/2005	REGISTERED
SELECTTECH		CANADA	1,233,495	10/12/2004	TMA682,784	3/2/2007	REGISTERED
SELECTTECH		CHINA	4304800	10/11/2004	4304800	5/28/2008	REGISTERED
SELECTTECH		EUROPEAN UNION (EUTM & RCD)	004070686	10/12/2004	004070686	1/18/2006	REGISTERED
SELECTTECH		UNITED KINGDOM	004070686	10/12/2004	UK00904070686	1/18/2006	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
SELECTTECH	诺德士	HONG KONG	300299917	10/12/2004	300299917	2/21/2005	REGISTERED
SELECTTECH		INDONESIA	D002006019467	6/20/2006	IDM000151053	1/3/2008	REGISTERED
SELECTTECH		INDIA	1456924	5/26/2006	1456924	12/27/2013	REGISTERED
SELECTTECH		JAPAN	200493412	10/12/2004	4878801	7/8/2005	REGISTERED
SELECTTECH		SOUTH KOREA	4020040045732	10/11/2004	40-712738	6/8/2007	REGISTERED
SELECTTECH		MEXICO	681694	10/12/2004	864402	12/16/2004	REGISTERED
SELECTTECH		MALAYSIA	06009059	5/29/2006	06009059	5/29/2006	REGISTERED
SELECTTECH		TAIWAN	093046679	10/11/2004	01169949	8/16/2005	REGISTERED
SELECTTECH		UNITED STATES	78400336	4/12/2004	3099981	6/6/2006	REGISTERED
SELECTTECH in Chinese Characters	赛泰	CHINA	17272415	6/24/2015	17272415	8/28/2016	REGISTERED
STRONGER EVERY DAY		UNITED STATES	88425065	5/10/2019	6070810	6/2/2020	REGISTERED
STRONGER EVERY DAY		CANADA	WO1506176	11/7/2019	WO1506176	8/17/2022	REGISTERED
STRONGER EVERY DAY		NEW ZEALAND	WO1506176	11/7/2019	WO1506176	5/8/2020	REGISTERED
STRONGER EVERY DAY		WIPO	WO1506176	11/7/2019	WO1506176	11/7/2019	REGISTERED
SYNCLINK		UNITED STATES	78479680	9/7/2004	3105096	6/13/2006	REGISTERED
TREADCLIMBER		CHINA	3900046	1/30/2004	3900046	2/28/2007	REGISTERED
TREADCLIMBER		UNITED KINGDOM	WO868251	1/27/2005	UK008WO868251	11/29/2006	REGISTERED
TREADCLIMBER		INDIA	1456926	5/26/2006	1456926	1/4/2011	REGISTERED
TREADCLIMBER		MALAYSIA	06009060	5/29/2006	06009060	5/29/2006	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
TREADCLIMBER		TAIWAN	093003153	1/28/2004	01129684	12/1/2004	REGISTERED
TREADCLIMBER		UNITED STATES	76403133	5/2/2002	2762687	9/9/2003	REGISTERED
TREADCLIMBER		AUSTRALIA	WO868251	1/27/2005	WO868251	5/22/2006	REGISTERED
TREADCLIMBER		EUROPEAN UNION (EUTM & RCD)	WO868251	1/27/2005	WO868251	11/29/2006	REGISTERED
TREADCLIMBER		JAPAN	WO868251	1/27/2005	WO868251	11/17/2006	REGISTERED
TREADCLIMBER		SOUTH KOREA	WO868251	1/27/2005	WO868251	11/9/2006	REGISTERED
TREADCLIMBER		WIPO	WO868251	1/27/2005	WO868251	1/27/2005	REGISTERED
TREADCLIMBER		TURKEY	WO868251	1/27/2005	WO868251	7/10/2007	REGISTERED
TREADCLIMBER in Chinese Characters		CHINA	17272416	6/24/2015	17272416	8/28/2016	REGISTERED
TRIMLINE		CHINA	3238947	7/11/2002	3238947	11/28/2003	REGISTERED
TRIMLINE in Chinese Characters		CHINA	3238946	7/11/2002	3238946	11/28/2003	REGISTERED
U and Circle Design (Logo I)		AUSTRALIA	1213145	12/3/2007	1213145	7/18/2008	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
U and Circle Design (Logo I)		CANADA	1,480,355	5/10/2010	TMA805,407	8/29/2011	REGISTERED
U and Circle Design (Logo II)		CANADA	1,398,007	6/3/2008	TMA809,795	10/21/2011	REGISTERED
U and Circle Design (Logo II)		EUROPEAN UNION (EUTM & RCD)	006959084	6/3/2008	006959084	2/4/2009	REGISTERED
U and Circle Design (Logo II)		UNITED KINGDOM	006959084	6/3/2008	UK00906959084	2/4/2009	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
UNIVERSAL		AUSTRALIA	264502	12/19/1972	264502	12/19/1972	REGISTERED
UNIVERSAL		AUSTRALIA	5837	3/26/1908	5837	3/26/1908	REGISTERED
UNIVERSAL		CANADA	0351,050	3/8/1972	TMA195,579	11/23/1973	REGISTERED
UNIVERSAL		CHILE	379341	6/6/1997	948715	8/11/1997	REGISTERED
UNIVERSAL		COLOMBIA	92274729	8/14/1987	129598	9/19/1990	REGISTERED
UNIVERSAL		EUROPEAN UNION (EUTM & RCD)	006965859	6/5/2008	006965859	2/4/2009	REGISTERED
UNIVERSAL		UNITED KINGDOM	006965859	6/5/2008	UK00906965859	2/4/2009	REGISTERED
UNIVERSAL		HONG KONG	301147211	6/24/2008	301147211	4/14/2009	REGISTERED
UNIVERSAL		MALAYSIA	85000139	1/10/1985	85000139	8/3/1995	REGISTERED
UNIVERSAL		NEW ZEALAND	136174	9/10/1986	136174	2/24/1987	REGISTERED
UNIVERSAL		THAILAND	701724	7/11/2008	TM303900	7/11/2008	REGISTERED
UNIVERSAL		TAIWAN	097029592	6/23/2008	1386072	11/16/2009	REGISTERED
UNIVERSAL		UNITED STATES	73454160	11/23/1983	1350575	7/23/1985	REGISTERED
UNIVERSAL		VENEZUELA	2008-009052	5/13/2008			PENDING
UNIVERSAL FITNESS and Design		CANADA	1,117,398	10/3/2001	TMA609,541	5/6/2004	REGISTERED
UNIVERSAL Stylized (Version 1)		AUSTRALIA	1213143	12/3/2007	1213143	2/23/2009	REGISTERED

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Mark	Image	Country	Application #	File Date	Registration #	Registration Date	Status
UNIVERSAL Stylized (Version 2)		CANADA	1,379,148	1/14/2008	TMA785,605	12/21/2010	REGISTERED
VELOCORE		CANADA	2,051,077	9/10/2020			PENDING
VELOCORE		CHINA	49665139	9/11/2020	49665139	5/7/2021	REGISTERED
VELOCORE		EUROPEAN UNION (EUTM & RCD)	18305463	9/11/2020	18305463	1/22/2021	REGISTERED
VELOCORE		UNITED KINGDOM	3531966	9/10/2020	3531966	1/1/2021	REGISTERED
VELOCORE		UNITED STATES	88831012	3/11/2020	6191653	11/3/2020	REGISTERED
WINDRIGGER		AUSTRALIA	717889	9/20/1996	717889	8/15/1997	REGISTERED
WINDSPRINT		EUROPEAN UNION (EUTM & RCD)	000473561	2/25/1997	000473561	6/17/1999	REGISTERED
WINDSPRINT		UNITED KINGDOM	000473561	2/25/1997	UK00900473561	6/17/1999	REGISTERED

Registered Domain Names (Bowflex Inc.)

bowflex-latinamerica.com	bowflex.com.br	bowflex.jp	bowflexhomegyms.com
bowflex.adultblock	bowflex.com.cn	bowflex.kr	bowflexinsider.com
bowflex.ae	bowflex.com.es	bowflex.net	bowflexmaxtrainer.com
bowflex.asia	bowflex.com.gr	bowflex.no	bowflexselecttech.com
bowflex.at	bowflex.com.my	bowflex.nz	corebodyreformer.com
bowflex.au	bowflex.com.ru	bowflex.org	devnis.com
bowflex.be	bowflex.com.tr	bowflex.ph	dfxi.com
bowflex.biz	bowflex.com.ua	bowflex.pk	jrnj.com
bowflex.by	bowflex.cz	bowflex.pl	maxtrainer.com
bowflex.bz	bowflex.de	bowflex.pt	modmov.com
bowflex.ca	bowflex.dk	bowflex.qc.ca	pr1000workouts.com
bowflex.cc	bowflex.es	bowflex.ro	qanls.com
bowflex.ch	bowflex.eu	bowflex.se	stagenis.com
bowflex.cn	bowflex.fi	bowflex.si	treadclimber.com
bowflex.co	bowflex.fitness	bowflex.tel	ucworkouts.com
bowflex.co.ee	bowflex.fr	bowflex.training	universalhomefitness.ca
bowflex.co.il	bowflex.gr	bowflex.tv	universalhomefitness.com
bowflex.co.in	bowflex.hk	bowflex.tw	versatrainer.com
bowflex.co.nz	bowflex.hu	bowflex.uk	
bowflex.co.uk	bowflex.ie	bowflex.us	
bowflex.co.za	bowflex.in	bowflex.vn	
bowflex.com	bowflex.info	bowflexbody.com	
bowflex.com.au	bowflex.it	bowflexcatalog.com	

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