



11-28-2001

FEET

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Docket No.:

11-23-2001



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30664; 30623; 30603

U.S. Patent & TMO/fo/TM Mail Rpt Dt. #71

101902544

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1 Name of conveying party(ies):

Pryor/eTrain Holdings, L.L.C.

11-7301

- Individual(s)
- General Partnership
- Corporation-State
- Other **Limited Liability Company**
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3 Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **October 5, 2001**

2. Name and address of receiving party(ies):

Name: **FPS Acquisition Corp.**

Internal Address:

Street Address: **9757 Metcalf Avenue**

City: **Overland Park** State: **KS** ZIP: **66212**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Kansas**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4 Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/118,453
76/119,049
76/120,337

Additional numbers

B. Trademark Registration No.(s)

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Thomas H. Van Hoozer**

Internal Address:

Street Address: **2405 Grand Boulevard**

City: **Kansas City**

State: **MO** ZIP: **64108**

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ **120.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-0522

11/27/2001 RECEIVED 00000089 76118453

01 FC:481
02 FC:482

40.00 OP
50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas H. Van Hoozer

Name of Person Signing

Thomas H. Van Hoozer
Signature

November 16, 2001

Date

Total number of pages including cover sheet, attachments and 4

RECEIVED 11/27/2001 0000112263

CHECK Refund Total: \$40.00

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of this 5th day of October, 2001, by and between Pryor/eTrain Holdings, L.L.C., a Delaware limited liability company with its principal offices at 9757 Metcalf Ave., Overland Park, Kansas 66212 (“Assignor”) and FPS Acquisition Corp., a Kansas corporation having its principal office at 9757 Metcalf Ave., Overland Park, Kansas 66212 (“Assignee”).

WHEREAS, Assignor owns, has adopted, and used the marks identified on Schedule A attached hereto (the “Marks”), and is the owner of all worldwide right, title and interest in and to the registrations and applications for registration for the Marks, including, but not limited to, the good will of the business associated with said Marks (collectively the “Trademark Assets”); and

WHEREAS, Assignor filed a voluntary Chapter 11 Petition under the bankruptcy laws of the United States, 11 U.S.C. §§ 101 et. seq., in the United States Bankruptcy Court for the District of Delaware, Case No. 01-2500(JJF) (the “Bankruptcy Case”); and

WHEREAS, the Court in the Bankruptcy Case has approved the Asset Purchase Agreement providing for the sale and transfer of substantially all of the assets of the business to which the Marks pertain, including, *inter alia*, the Trademark Assets from Assignor to Assignee as set forth in the Order Pursuant to Sections 105(a), 363, and 1146(c) of the Bankruptcy Code (i) Authorizing the Sale of Certain of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances and Interests; and (ii) Approving Asset Purchase Agreement of September 28, 2001 (the “Asset Sale Order”).

NOW, THEREFORE, in consideration of the payments to be made under the Asset Purchase Agreement and the Asset Sale Order, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to any trademarks heretofore used and adopted by Assignor, including without limitation the Trademark Assets including the Marks listed in Schedule A, together with any and all of the goodwill of the business symbolized by and associated therewith, and all of the registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of September 28, 2001, or thereafter, including, without limitation, all claims damages by reason of past, present or future infringement or other unauthorized use of Assignor’s trademarks including, without limitation, the Marks listed in Schedule A, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee’s expense, take all further actions, and provide to Assignee,

Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations with respect thereto, the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the use, registration, transfer and/or assignment of the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereinafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date set forth above.

PRYOR/ETRAIN HOLDINGS, L.L.C.

FPS ACQUISITION CORP.

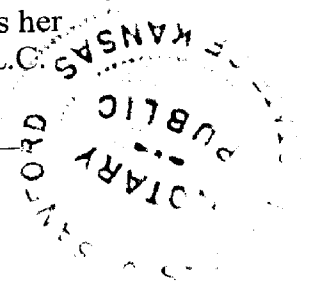
By *Lauren F. Wright*
Lauren F. Wright, President

By *Michael B. Hays*
Michael B. Hays, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 5th day of October, 2001 there appeared before me Lauren F. Wright, personally known to me, who acknowledged that she signed the foregoing Trademark Assignment as her voluntary act and deed on behalf and with the full authority of Pryor/Etrain Holdings, L.L.C.

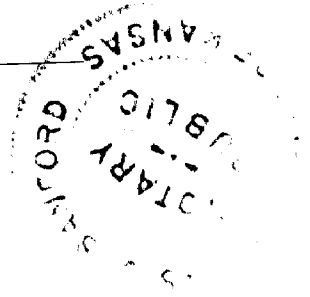
[Signature]
Notary Public
12-22-01



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 5th day of October, 2001 there appeared before me Michael B. Hays, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with the full authority of FPS Acquisition Corp.

[Signature]
Notary Public
12-22-01



SCHEDULE A

Mark

Application No.

E-TRAIN

76/118,453

E-TRAIN and design

76/119,049

YOUR PERSONAL TRAINER FOR
CAREER SUCCESS

76/120,337