

12-06-2002

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

1. Name of conveying party(ies):
 Weider Health and Fitness 12.2.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Friends in Fitness, Inc.
 Internal Address: _____
 Street Address: 22647 Ventura Boulevard, Suite 210
 City: Woodland Hills State: California ZIP: 91364

Individual(s) citizenship _____
 Association _____
 Limited Partnership _____
 Corporation - California
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 31, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

B. Trademark Registration No. 1,951,536

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Norman Zafman, Esq.
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

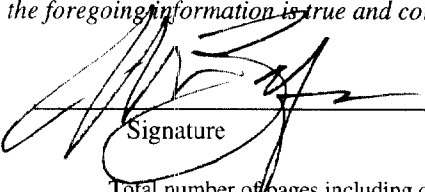
6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

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.

Norman Zafman, Esq.  November 21, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

12/05/2002 DRYNE 00000027 1951536
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ASSIGNMENT OF TRADEMARK**AND****THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, Weider Health and Fitness, a corporation organized and existing under the laws of the State of Nevada, having an address at 21100 Erwin Street, Woodland Hills, California 91367 ("ASSIGNOR"), acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademark 5 MINUTE DELUXE BODY SHAPER and United States Registration thereof, namely U.S. Registration Number 1,951,536 dated January 23, 1996 (the "Mark" and "Registration", respectively), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, Friends In Fitness, Inc., a corporation organized and existing under the laws of the State of California, having a principal place of business at 22647 Ventura Boulevard, Suite 210, Woodland Hills, California 91364 ("ASSIGNEE"), is and has been licensed by ASSIGNOR to use the Mark for a plastic cord used for toning the muscles of the body; and

WHEREAS, ASSIGNEE is desirous of acquiring all of ASSIGNOR's rights, title and interests in and to the Mark and Registration identified above and the good will associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark and Registration identified above, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, (i) the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark, which actions and claims arose prior to the date of execution hereof; and (ii) the right to register the Mark in all jurisdictions in the world which register trademarks, in addition to the Registration in the United States.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith and the Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the Registration is not the subject of any cancellation proceeding in the United States Patent or Trademark Office; (iv) it has granted no licenses to any other party to use the Mark in the United States; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Mark or Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Registration in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

ASSIGNOR



By: _____

Bernard J. Cartoon
Vice President

October 31,

Date: _____, 2002