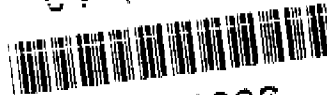


FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

4/8/04

REI

04-16-2004



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102722936

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): FLEX EQUIPMENT INC.

- Individual Association General Partnership Limited Partnership Corporation-State - California Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/11/02

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

Name: MARK NALLEY

Internal Address:

Street Address: 41373 Avenida Delores

City: Murrieta State: CA ZIP: 92562

- Individual(s) citizenship USA Association General Partnership Limited Partnership Corporation-State - California Other

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

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

A. Trademark Application No. (s)



04-08-2004

U.S. Patent & TMO/TM Mail Receipt #04

B. Trademark Registration No. (s)

1,723,968; 1,744,106; 1,628,726; 1,639,869; 1,575,194; 1,693,261; 1,683,072; 1,771,927; 1,816,673; 2,046,541; 2,467,955; 1,945,246; 2,260,595

Additional numbers attached? Yes No

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

Name: G. Donald Weber, Jr.

Street Address: 18442 Taft Avenue

City: Villa Park State: CA ZIP: 92861

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$340.00

Enclosed - Check No. 12313

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account.)

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.

G. Donald Weber, Jr. Name of Person Signing

Signature

April 2, 2004 Date

Total number of pages comprising cover sheet, attachments, and document: 2

TRADEMARK

04/15/2004 DBYRNE 00000057 1723968

01 FC:8521 02 FC:8522

40.00 OP 300.00 OP

03/23/2004 10:34

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ACQUISITION AGREEMENT

This Acquisition Agreement ("the Agreement") is made and effective as of this 11TH day of November, 2002, in Murrieta, California, between MARK NALLEY, an individual (hereafter "Buyer"), and FLEX EQUIPMENT, INC., a California corporation (hereafter "Seller"). Buyer and Seller are hereafter referred to jointly as the "Parties" or individually as a "Party."

RECITALS

A. Seller is the owner of all right, title and interest in various trademarks, trade names, logos and related designs and/or images, including, but not limited to, those trade names, logos and images identified in Exhibit A attached hereto (collectively, "the Property");

B. Buyer is a principal and shareholder in Seller;

C. Seller is indebted to Buyer in the amount of \$150,000.00, together with all interest accrued thereon ("the Debt") for money loaned by Buyer to Seller on or about August _____, 2002;

D. Buyer is desirous of acquiring all right, title and interest in and to the Property and

E. Seller is desirous of satisfying the Debt and being released from any further obligation to Buyer with respect to the same.

NOW, THEREFORE, for valuable consideration, which is which is hereby acknowledged, including the mutual exchange of promises herein:

03/22/2004 10:34

949224735

AGREEMENT**1.0 Basic Terms and Conditions**

1.1 Seller hereby transfers all of Seller's right, title and interest in and to the Property to Buyer and further agrees to execute any and all documents necessary to effectuate such transfer to Buyer.

1.2 Buyer hereby agrees to accept the Property in complete satisfaction of the Debt and to release Seller from any further obligation with respect thereto.

2.0 No Assumption of Liability

2.1 Nothing in this Agreement shall be construed in any way, fashion or form as an assumption by the Buyer of any liability whatsoever with respect to any past, present or future claims arising from any product manufactured by Seller utilizing any of the Property.

3.0 Indemnity

3.1 In the event of any claim against Buyer based or allegedly based on any product manufactured or distributed by Seller, either before or after the effective date of this Agreement, Seller shall indemnify and hold Buyer harmless with respect to any and all such claims. This obligation to indemnify and hold harmless includes the obligation to defend any claim or litigation, to reimburse Buyer for any expenses, including attorneys' fees, incurred in connection with such claims or litigation and the obligation to promptly pay any judgment or award entered against Buyer, including any interest, court costs, etc., that may be included in, or accrued upon, such judgment or award.

03/22/2004 10:34 9492241735

4.0 Miscellaneous Terms and Conditions

4.1 (a) Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, their heirs, personal representatives, successors, or assigns.

(b) Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California. Jurisdiction and Venue over any controversy, claim or remedy, arising out of, or relating to, this Agreement or any breach hereof, shall be the Superior Court located in Riverside County, California.

(c) Headings. The headings used in this Agreement are included solely for the convenience of reference and shall not affect, or be used in connection with, the interpretation of this Agreement.

(d) Notice. Any notice, consent, waiver or demand pursuant to or in connection with this Agreement must be in writing and shall be deemed to be delivered when hand delivered or, if mailed (whether actually received or not), at the close of business on the second business day next following the day when placed in the United States mail, postage prepared, certified or registered, addressed to the appropriate party, or parties, at the address set forth following each of their respective signatures herein below. Notices mailed in accordance with the foregoing shall be deemed to have been given when received. Any Party or his assignee may designate to all other Parties hereto, pursuant to the notice provisions hereof, a different address to which notices shall thereafter be directed by written notice.

(e) Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, the singular or plural number and the use of the collective or the

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separate shall each be deemed to include the others whenever the context so indicates.

(f) Severability. If any provision herein is declared invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions hereof; unless such would materially alter the underlying intent of the Parties hereto in which case the entire Agreement shall be deemed null and void.

(g) Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement or breach thereof, the prevailing Party shall be entitled to recover from the losing Party all costs and expenses, including, reasonable attorneys' fees.

(h) Entire Subject Matter/No Prior Agreements. This document and those other documents expressly referenced herein and made a part hereto as Exhibits, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede any and all prior agreements whether in writing or verbal, and neither of the Parties is relying upon any warranties, representations, or inducements not expressly set forth herein.

(i) Amendments. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to waive, alter, amend or repeal a particular provision.

(j) No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to or does confer any rights or remedies on any persons other than the parties hereto, nor shall any provision hereof give any third parties any right of subrogation against any party to this Agreement.

(k) Further Acts. The Parties agree that they will undertake such further acts as may be necessary or appropriate to carry out the letter and intent of this Agreement.

(l) Exhibits. All Exhibits referred to in this Agreement as the same are attached hereto are incorporated herein by this specific reference and made a part hereof for all purposes.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

The Parties hereto have caused this Agreement to be executed on the dates set forth opposite the signature of each of the Parties below.

BUYER

MARK NALLEY, an individual

By 
MARK NALLEY

Address: 41180 Raintree Court
Murrieta, CA 92562

SELLER:

FLEX EQUIPMENT, INC.

By 
Its President

///

FLEX EQUIPMENT, INC.

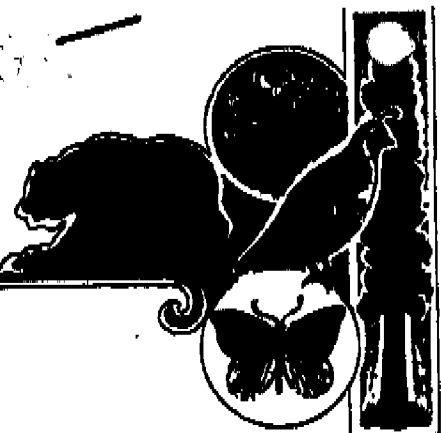
By 

Its Secretary

Address: 41180 Rainfree Court
Murrieta, CA 92562

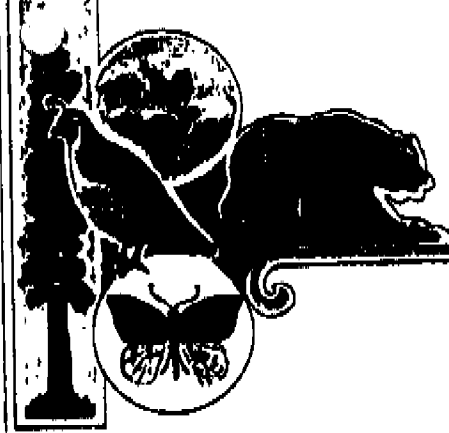
EXHIBIT "A"

FLEX
FLEX w/o design-equipment
FLEX w/o design-clothing
GET FLEXED
GET FLEXED Magazine
FLEX w/ shark
Team FLEX
The Ultimate Machine
Hamtractor
Hamflexor
FLEX TV (production)
FLEX TV (product)
ABFLEXOR
Stand Tall (the movie)
Leverage
FLEX Performance Systems
FLEX FITNESS



State of California

OFFICE OF THE SECRETARY OF STATE



Trademark Reg. No. 096919

CERTIFICATE OF REGISTRATION OF TRADEMARK

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:
That in accordance with the application filed in this office the **TRADEMARK** described below has been duly registered in this office on behalf of:

Name of Applicant Flex Equipment, Inc., A California Corporation

Business Address 1819 N. Case Street
Orange, CA 92665

Date First Used in California April 15, 1989

Date First Used Anywhere April 15, 1989

Description of Trademark "Flex TV"

Class No. 21

Description of Goods on Which the Trademark is Used Video tapes, video cassettes.

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

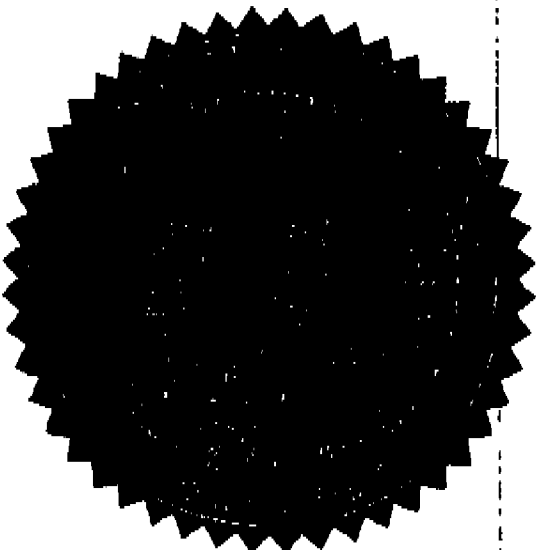
Date of Registration December 31, 1992

Term of Registration Extends to and Includes December 31, 2002

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

31st day of December, 1992

March Fong Eu
Secretary of State



State of California

OFFICE OF THE SECRETARY OF STATE

Trademark Reg. No. 088722

CERTIFICATE OF REGISTRATION OF TRADEMARK

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That in accordance with the application filed in this office the **TRADEMARK** described below has been duly registered in this office on behalf of:

Name of Applicant Flex Equipment, Inc

Business Address 1819 North Cape Street
Orange, CA 92665

Date First Used in California 10/82

Date First Used Anywhere 10/82

Description of Trademark Flex in conjunction with a shark.

Class No. 22

Description of Goods on Which the Trademark is Used Body building equipment

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

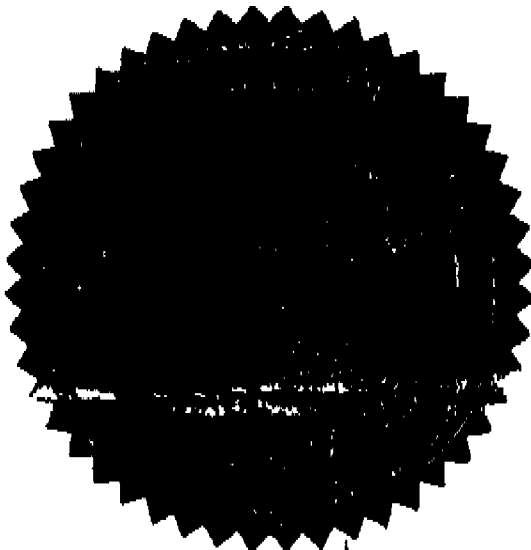
Date of Registration 10/25/88

Term of Registration Extends to and Includes 10/25/98

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

26th day of October 1988

March Fong Eu
Secretary of State



State of California

OFFICE OF THE SECRETARY OF STATE

Trademark Reg. No. 095510

CERTIFICATE OF REGISTRATION OF TRADEMARK

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That in accordance with the application filed in this office the TRADEMARK described below has been duly registered in this office on behalf of:

Name of Applicant FLEX EQUIPMENT, INC.

Business Address 1819 N. Case Street

Orange, CA 92665

Date First Used in California October 20, 1990

Date First Used Anywhere October 20, 1990

Description of Trademark "HAMELEXOR"

Class No. 22

Description of Goods on Which the Trademark is Used Manually operated exercise equipment.

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

Date of Registration February 3, 1992

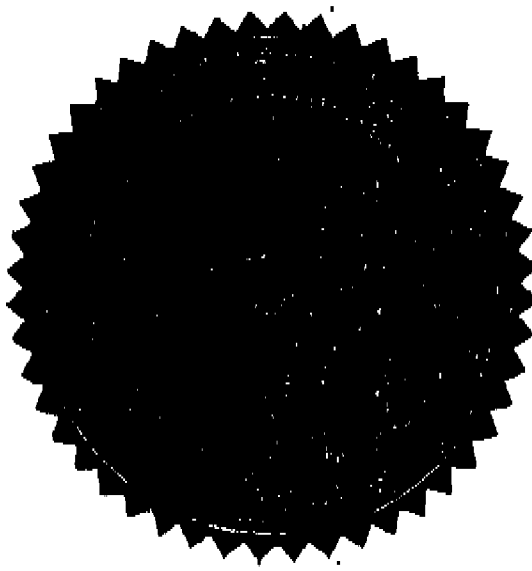
Term of Registration Extends to and Includes February 3, 2002

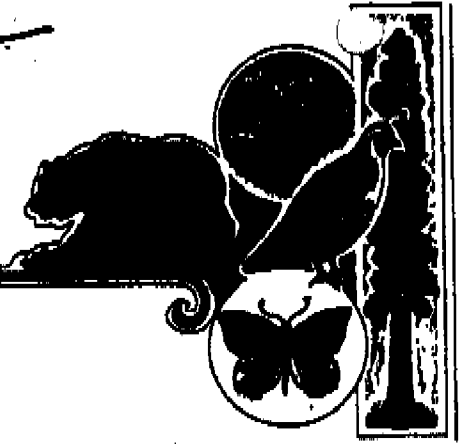
IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

3rd day of February, 1992

March Fong Eu

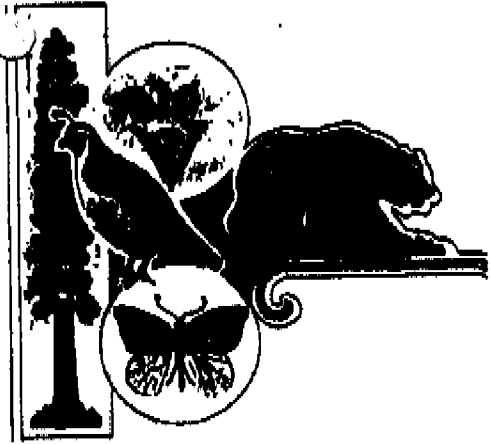
Secretary of State





State of California

OFFICE OF THE SECRETARY OF STATE



Service Mark 041284
Reg. No. _____

CERTIFICATE OF REGISTRATION OF SERVICE MARK

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That in accordance with the application filed in this office the **SERVICE MARK** described below has been duly registered in this office on behalf of:

Name of Applicant Flex Equipment, Inc., A California Corporation

Business Address 1819 N. Case Street
Orange, CA 92665

Date First Used in California April 15, 1989

Date First Used Anywhere April 15, 1989

Description of Service Mark "Flex TV"

Class No. 107

Description of Services on Which the Service Mark is Used Production of TV shows and tapes thereof

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

Date of Registration January 4, 1993

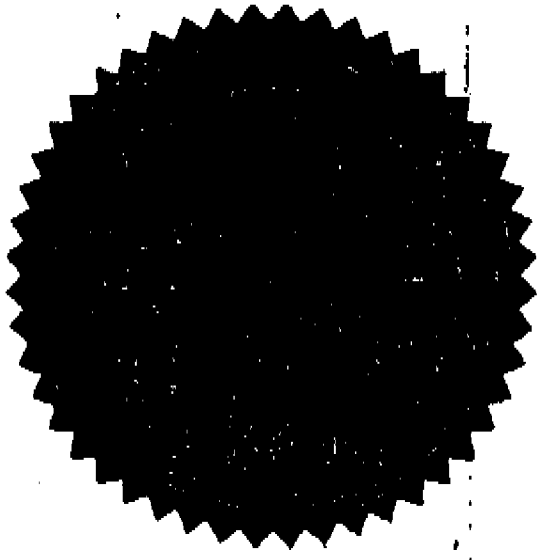
Term of Registration Extends to and Includes January 4, 2003

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

4th day of January, 1993

March Fong Eu

Secretary of State



State of California

OFFICE OF THE SECRETARY OF STATE

Trademark
Reg. No.

095511

CERTIFICATE OF REGISTRATION OF TRADEMARK

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That in accordance with the application filed in this office the TRADEMARK described below has been duly registered in this office on behalf of:

Name of Applicant ELEX EQUIPMENT, INC.

Business Address 1819 N. Case Street
Orange, CA 92665

Date First Used in California March 15, 1990

Date First Used Anywhere March 15, 1990

Description of Trademark "ABELEXOR"

Class No. 22

Description of Goods on Which the Trademark is Used Manually operated exercise equipment.

A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached.

Date of Registration February 3, 1992

Term of Registration Extends to and Includes February 3, 2002

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

3rd day of February, 1992

March Fong Eu
Secretary of State

