

07-15-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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

102791784

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

1. Name of conveying party(ies): LEADER INDUSTRIES (2001) INC. 7-9-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: THE HILSINGER COMPANY
Internal Address:
Street Address: 33 West Bacon Street
City: Plainville State: MA Zip: 02762
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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: 05/10/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1705168, 1312862
1996341, 2159125, 2430540, 2386649
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David R. Josephs, Esquire
Internal Address: Barlow, Josephs & Holmes, Ltd.
Street Address: 101 Dyer Street, 5th Floor
City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41) \$465.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 020900
07-09-2004
U.S. Patent & TMO/TM Mail Rcpt Dt. #74

DO NOT USE THIS SPACE

9. Signature.

Cynthia M. Branca
Name of Person Signing

Cynthia M. Branca
Signature

July 7, 2004
Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003007 FRAME: 0723

07/14/2004 BTOM11 00000121 020900 1705168
01 FC:8521 40.00 BA
02 FC:8522 125.00 BA

## ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that (i) LEADER INDUSTRIES (2001) INC., a duly incorporated company having its principal place of business at 1280 Nobel Street, Boucherville, Quebec, J4B 5H1, Canada ("Seller"), (ii) The Hilsinger Company, a Delaware corporation having its principal place of business at 33 West Bacon Street, Plainville, Massachusetts 02762 ("Purchaser"), and (iii) Pierre Habib, a business person residing at 930 Hills, Ville Saint-Laurent, Quebec, H4M 2W7, Canada, have entered into an Asset Purchase Agreement dated as of May 10, 2004 pursuant to which Seller agreed to sell and Purchaser agreed to buy the Purchased Assets (the "Purchase Agreement"). Except as otherwise stated herein, all terms used herein shall have the same meaning as set forth in the Purchase Agreement.

### W I T N E S S E T H:

WHEREAS, in accordance with the Purchase Agreement, Seller has simultaneously herewith by a bill of sale, assignments and other instruments of transfer and conveyance of even date vested in Purchaser all of Seller's right, title and interest in the Purchased Assets effective as of Closing Date; and

WHEREAS, Seller has adopted, used and is the owner of the trademarks which are pending and registered in the United States and elsewhere in the world as listed on Exhibit A annexed hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Purchaser is desirous of acquiring the entire right, title and interest in the Trademarks and the issued registrations thereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Purchaser and Seller agree as follows:

1. Seller, by these presents, does sell, assign, and transfer unto the Purchaser the entire right, title and interest in and to the Trademarks and the issued registrations thereof,

together with the good will of the business symbolized by said marks and issued registrations thereof.

2. Seller, at the expense of Purchaser, agrees to execute all other instruments and take all other lawful actions necessary or appropriate to assist Assignee in securing and maintaining registered trademarks in the United States and elsewhere in the world as the Purchaser shall designate, and to vest and confirm in the Purchaser legal title to the pending and registered trademarks and the issued registrations thereof.

[Signatures on the following page]



**EXHIBIT A****TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN CANADA**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
L & DESIGN	523,401	1989-11-15 2000-02-18	2015-02-18
Z & DESIGN	292,813	1981-04-29 1984-07-06	2014-07-06
LEADER	353,321		2004-03-17
ZLEADER	526,202	1996-03-20	2015-03-30
PIVOT	450,454	1992-08-18 1995-11-24	2010-11-24
ULTRA II	284,020	1982-05-05 1983-10-07	2013-10-07
PRO FITNESS	536,447		2015-11-02
HYDROFITNESS	536,446		2015-11-02
ULTRA PRO 1	284,019		2013-10-07

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN THE UNITED STATES**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
ZLEADER & DESIGN (Class 28)	1,705,168	1991-03-13 1992-08-04	2002-08-04
ZLEADER & DESIGN (Class 28)	1,075,168	1991-03-30 1992-08-04	2002-08-04
ZLEADER & DESIGN (Class. 1,3,9,25,28)	1,312,862	1982-07-29 1985-01-08	2005-01-08
ZLEADER & DESIGN (Class 9,25,28)	2,159,125	1995-09-28 1998-05-19	2008-05-19
PIVOT (Class 28)	1,996,341	1992-09-18 1996-08-27	2011-08-27
HYDRO FITNESS (Class 9)	2,430,540		
WOMAN FITNESS (Class 28)	2,386,649		

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN REPUBLIC OF CHINA**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
ZLEADER & DESIGN (Class 1)	1,182,042	1997-03-27 1998-06-01	2008-06-01
ZLEADER & DESIGN (Class 9)	1,220,907	1997-03-27 1998-11-07	2008-11-06
ZLEADER & DESIGN (Class 10)	1,169,347	1997-03-27 1998-04-21	2008-04-20
ZLEADER & DESIGN (Class 25)	970,026,374	1997-03-27	
LEADER (in Chinese characters) & DESIGN (Class 28)	1,210,450	1997-03-27 1998-09-28	2008-09-27

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN BRAZIL**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
ZLEADER & DESIGN (Class 9)	817,368,191	1993-07-21 1995-07-15	2005-07-18
ZLEADER & DESIGN (Class 28)	817,368,213	1993-07-21	
ZLEADER & DESIGN (Class 25)	819,262,773		



**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN FRANCE**

TRADEMARK	REGISTRATION No.	APPLICATION DATE REGISTRATION DATE	RENEWAL
ZLEADER & DESIGN (Class 9,18,25,28)	93,466,701	1993-05-03 1993-05-03	2003-05-03

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN GERMANY**

TRADEMARK	REGISTRATION No.	APPLICATION DATE REGISTRATION DATE	RENEWAL
ZLEADER & DESIGN (Class 9, 25,28)	2,064,989	1993-04-28 1994-06-17	2003-10-31

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN MEXICO**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
ZLEADER & DESIGN (Class 28)	175,536	1993-08-16	
ZLEADER & DESIGN (Class 9)	575,549	1993-08-16	2004-02-16
ZLEADER & DESIGN (Class 3)	380,217	1999-06-23	2009-06-23
ZLEADER & DESIGN (Class 25)	476,193	1993-08-16 1994-10-06	2004-02-16

**TRADEMARKS OWNED BY LEADER INDUSTRIES (2001) INC.  
IN AUSTRALIA**

<b>TRADEMARK</b>	<b>REGISTRATION No.</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>RENEWAL</b>
ZLEADER & DESIGN (Class 25)	605,696	1993-06-29	2013-06-29
ZLEADER & DESIGN (Class 28)	605,697	1993-06-29	2013-06-29

**TRADEMARKS OWNED OR TO BE OWNED BY LEADER INDUSTRIES (2001) INC.  
IN OTHER COUNTRIES**

<b>COUNTRY</b>	<b>TRADEMARK</b>
Columbia	Z LOGO ZLEADER
United Kingdom	ZLEADER
Italy	ZLEADER
Spain	ZLEADER
Portugal	ZLEADER

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RECORDED: 07/09/2004

TRADEMARK  
REEL: 003007 FRAME: 0735