

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BodyLines Incorporated		03/04/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Curves International, Inc.		
Street Address:	100 Ritchie		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2123855	CURVES	
CORRESPONDENCE DATA			
Fax Number:	(713)680-0726		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.579.3022		
Email:	patents@iplaw-tx.com		
Correspondent Name:	James E. Hudson III		
Address Line 1:	Post Office Box 70103		
Address Line 4:	Houston, TEXAS 77270		
NAME OF SUBMITTER:	James E. Hudson III		
Signature:	/James E. Hudson III/		
Date:	03/14/2005		

CH \$40.00 2123855

Total Attachments: 5
 source=Curves.Bodylines Assignment.pdf#page1.tif

source=Curves.Bodylines Assignment.pdf#page2.tif
source=Curves.Bodylines Assignment.pdf#page3.tif
source=Curves.Bodylines Assignment.pdf#page4.tif
source=Curves.Bodylines Assignment.pdf#page5.tif

ASSIGNMENT

This Assignment of trademarks, copyrights and associated goodwill (the "Assignment"), effective as of March 4, 2005, (the "Effective Date") is made by and between Bodylines, Inc., a Nevada corporation having its principal office at 951-2 Old County Road, M/S255, Belmont, CA 94002 U.S.A. ("Assignor"), and Curves International, Inc., a Texas corporation having its principal office at 100 Ritchie, Waco, Texas 76712 (Assignee).

Whereas, Assignor is the owner of the trademark CURVES for clothing, namely women's apparel, and for on-line retail store services (collectively "the Mark");

Whereas Assignor has certain registrations of the Mark for such clothing, a listing of which is attached hereto as Exhibit 1;

Whereas Assignor has certain common law rights, where available, to the mark for such clothing, namely women's apparel, and for on-line retail store services, a listing of such countries as have been presently identified attached hereto as Exhibit 2;

Whereas Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, good will, and interest in and to the Mark with respect to:

- (1) goods commonly associated with International Class 025, namely women's apparel and the like, and
- (2) services commonly associated with International Class 035, namely on-line retail stores services and the like.

both registered and at common law, both in the United States and in foreign countries, and pending trademark applications for registration of same, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof as permitted by law.

Whereas Assignor has certain registrations and common law rights, where available, to the Mark for prosthetic devices in International Class 10 which Assignor does not intent to transfer and Assignee does not intend to recieve;

Whereas Assignor and Assignee agree not to transfer the right, title, good will, and interest in and to the Mark with respect to prosthetic devices in International Class 10 and that Assignor shall retain such rights;

Whereas, Assignor is the owner of the copyrights in artistic works related to clothing, principally women's apparel, and related to on-line retail store services (collectively "the Copyrighted Works");

Whereas Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, good will, and interest in and to the Copyrighted Works both registered and at common law, both in the United States and in foreign countries, and pending copyright applications for registration of same and the right to recover damages and profits for past, present and future infringement thereof as permitted by law.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Mark with respect to International Classes 025 and 035, both registered and at common law, both in the United States and in foreign countries, all pending trademark applications for registration of same, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof;
2. As of the Effective Date, Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Copyrighted Works, both registered and at common law, both in the United States and in foreign countries, all pending copyright applications for registration of same and the right to recover damages and profits for past, present and future infringement thereof;
3. Except where required otherwise as a matter of law, this Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
4. In Witness whereof, each party has caused its duly authorized representative to execute this Assignment effective as of the date first above written.
5. Assignor also hereby authorizes said Assignee to simply apply for and obtain recordal of this assignment with the appropriate governmental entities, including the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the Office for Harmonization in the Internal Market, the German Patent and Trademark Office, the Italian Patent and Trademark Office, the Swiss Institute of Intellectual Property, and the Japanese Patent Office, or their representative offices.

Bodylines, Inc.

By: *Julie M Sautter*

Name: JULIE M SAUTTER

Title: PRESIDENT

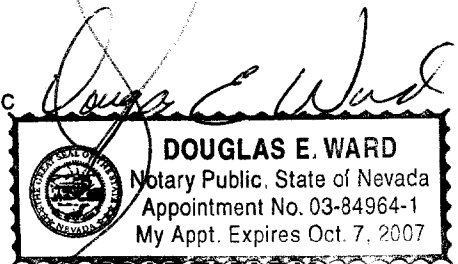
STATE OF Nevada §

COUNTY OF Clark §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Julie Sautter, who stated that s/he is the President of Bodylines, Inc., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that s/he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 4TH day of March, 2005.

Notary Public



TRADEMARK
REEL: 003045 FRAME: 0873

Curves International, Inc.

By: [Signature]

Name: Roger Schmidt

Title: Vice President

STATE OF Nevada §

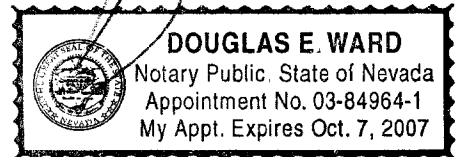
COUNTY OF Clark §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Roger Schmidt, who stated that he is the Vice President of Curves International, Inc. and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 4TH day of March, 2005.

Notary Public

[Signature: Douglas E. Ward]



BODYLINES INC. - "CURVES" REGISTERED TRADEMARK MATRIX

All are stylized trademarks, but may include certain block-letter/text rights in certain jurisdictions

COUNTRY OR				
REGIME	REG. #	REG. DATE	CLASS	ASSOCIATED GOODS
United States	2,123,855	23-Dec-1997	25	Cosmetic breast pads for insertion into bras and swimsuits
Canada	TMA492106 (Divisional If Available)	30-Mar-1998	NO CLASS SYSTEM	Women's apparel, namely, lingerie, bras and swimwear.
European CTM	415273 (Divisional If Available)	22-Apr-1999	25	Women's apparel, lingerie, bras and swimwear
Germany	39727001 (Divisional If Available)	04-Feb-1998	25	14-Jan-1997: Cosmetic chest upholstery for insert in brassieres and bathing suits; chest artificial limbs upholstery for insert into brassieres; 09-Jun-1997: women and underclothing, brassieres, bathing suits
Italy	809876 (Divisional If Available)	12-Apr-2000	25	Articles of Clothing for women, underclothing, brassieres, bathing suits and stuffing aesthetics for breast
Switzerland	441450 (Divisional If Available)	03-Oct-1997	25	Ladies clothing, in particular underclothing, brassieres and swim suits.
Japan	4207996	06-Nov-1998	25	brassieres and cosmetic pads for breast enhancement and aesthetic appearance for insertion into brassieres, lingerie, swimsuits and cosmetic pads for breast enhancement and aesthetic appearance for insertion into swimsuits, other women's apparel.



**CURVES.COM/BODYLINES INC. - COMMON LAW TRADEMARKS
IDENTIFIED TO DATE - EUROPE AND US**

BodyLines' common law rights include both stylized & block-letter/text trademarks

Country

Austria
Belgium
Czech Repub.
Denmark
England
Finland
France
Germany
Greece
Holland
Ireland
Italy
Luxembourg
Monaco
Norway
Portugal
Scotland
Spain
Sweden
Switzerland
United States

