

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
Performance Machine, Inc.		04/26/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PMI Acquisition Sub, Inc.		
Street Address:	6892 Marlin Circle		
City:	La Palma		
State/Country:	CALIFORNIA		
Postal Code:	90623		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2911115	PHATAIL	
Registration Number:	1913212	PM	
Registration Number:	1952532	PM	
CORRESPONDENCE DATA			
Fax Number:	(801)328-1707		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	801.533.9800		
Email:	dtangren@wnlaw.com		
Correspondent Name:	Dana L. Tangren		
Address Line 1:	60 East South Temple		
Address Line 2:	1000 Eagle Gate Tower		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Dana L. Tangren		
Signature:	/dana l. tangren, reg. no. 37,246/		

OP \$90.00 2911115

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TRADEMARK
REEL: 003085 FRAME: 0984

Date:

05/17/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT




This TRADEMARK ASSIGNMENT, dated April 26, 2005 (this “Assignment”), is executed by PERFORMANCE MACHINE, INC., a California corporation (“Assignor”), in favor of PMI ACQUISITION SUB, INC., a California corporation (“Assignee”).

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the following trademarks, including the corresponding registrations with the United States Patent and Trademark Office:

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
“PHATAIL”	2,911,115
	1,913,212
	1,952,532

together with the goodwill of the business represented and symbolized by such trademarks as well as all registrations and applications filed in connection therewith (collectively, the “Domestic Marks”).

WHEREAS, Assignor is also the owner of the entire right, title, and interest in and to the following trademarks, including the corresponding registrations with the appropriate foreign registrar offices:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>
	United Kingdom	No. 2,008,273
	France	No. 95,554,399
	Japan	No. 4,040,941



Germany

No. 395 02 279.7

together with the goodwill of the business represented and symbolized by such trademarks as well as all registrations and applications filed in connection therewith (collectively, the “Foreign Marks” and together with the Domestic Marks, the “Marks” and each individually, a “Mark”).

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of the Assignor in and to the Marks, together with the goodwill of the business represented and symbolized by the Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby convey, assign and transfer to, and vests in Assignee all of Assignor’s right, title and interest in and to each of the Marks, together with the goodwill of the business represented and symbolized by each of the Marks, all common law rights, all rights Assignor has obtained in the Marks in foreign countries, and the right to register, renew, protect and defend said Marks and to sue for past infringements of said Marks both in the United States and foreign countries.

Assignor agrees to cooperate with Assignee in filing documents with the United States Patent & Trademark Office to obtain a recording of this Assignment in the United States Patent & Trademark Office. Assignor further agrees to cooperate with Assignee in executing, and assisting Assignee in recording, such further documents, including additional assignments, as may be required by the law of any foreign country to convey the foregoing rights to Assignee.

The terms and provisions of this Assignment shall be binding upon Assignor and its successors and assigns and will inure to the benefit of Assignee and its successors and assigns.

This Assignment may be executed in any number of counterparts each of which when so executed and delivered shall be considered an original, and such counterparts shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any proceedings regarding this Assignment.

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TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officers effective as of the date first above written.

ASSIGNOR:

PERFORMANCE MACHINE, INC., a California corporation

By: Perry W. Sands
Perry W. Sands, President

ASSIGNEE:

PMI ACQUISITION SUB, INC., a California corporation

By: T. M. McGann
Thomas M. McGann, Senior Vice President

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Signature Page