

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ironman Motivations		06/01/2005	Association (Unincorporated):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CEO Challenge LLC		
<b>Street Address:</b>	3500 16th Street		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80304		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78313289	"CEO TRIATHLON CHALLENGE"	
<b>Serial Number:</b>	78313155	"CEO MARATHON CHALLENGE"	
<b>Registration Number:</b>	2951461	"FITTEST CEO"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(720)222-3081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	720-222-3043		
<b>Email:</b>	dmast@mastlaw.com		
<b>Correspondent Name:</b>	CEO Challenge LLC		
<b>Address Line 1:</b>	3500 16th Street		
<b>Address Line 4:</b>	Boulder, COLORADO 80304		
<b>NAME OF SUBMITTER:</b>	Megan Auchincloss		
<b>Signature:</b>	/Megan Auchincloss/		
<b>Date:</b>	06/14/2005		

OP \$90.00 78313289

Total Attachments: 2

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into effective June 1, 2005 between Ironman North America Triathlon, Inc., a Delaware corporation ("Ironman NA"), with its principal place of business located at 4999 Pearl East Circle, Suite 301, Boulder, CO 80301 and CEO Challenge, LLC, a Colorado limited liability company ("CEO"), with its principal place of business located at 4999 Pearl East Circle, Suite 301, Boulder, CO 80301.

1. Ironman NA agrees to sell and transfer the following assets to CEO:

(a) The trade name, service mark, and goodwill, of Ironman Motivations ("Motivations"), a division of Ironman NA. Ironman NA agrees to dissolve the assumed name registration for Ironman Motivations on file with the New York Department of State, Corporations and State Records Division.

(b) The License Agreement, as amended on 19 June 2003, between World Triathlon Corporation and Motivations;

(c) The Intent-to-Use applications filed with the United States Patent and Trademark Office for the service marks "Fittest CEO" (Serial No. 78313704), "CEO Triathlon Challenge" (Serial No. 78313289), "CEO Marathon Challenge" (Serial No. 78313155), and all portions of Motivations's business to which these marks pertain.

(d) Motivations's correspondence, books, and records; and

(e) Motivations's checking account.

2. In consideration of the sale and transfer of assets described in paragraph 1 above, CEO agrees to assume all debts, obligations, taxes, and liabilities of Motivations.

3. CEO agrees that it will indemnify Ironman NA and its representatives, officers, directors, shareholders, employees, agents, affiliates, predecessors, successors, and assigns from and against any and all claims, costs, liabilities, judgments, expenses, or damages to which they may become subject or that are incurred related to Motivations.

4. If a third party makes a claim against Ironman NA related to Motivations, Ironman NA shall immediately notify CEO in writing of the claim. Ironman NA shall allow CEO to undertake the defense, settlement, or other resolution of the claim. CEO agrees to pay all costs and fees associated with the defense, settlement, or other resolution of the claim. In the event CEO assumes the defense as provided above, Ironman NA shall have the right to participate in the defense at its own expense, shall cooperate with CEO in such defense, and will make available to CEO, on a reasonable basis, all such witnesses, records, materials, and information in its possession or under its control related to the claim. In the event that CEO is unwilling or unable to assume the defense of the claim, Ironman NA may defend, settle, or otherwise resolve the claim. In such case,

10. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. This Agreement may be executed by exchange of facsimile copies. The facsimile copies showing the signatures of the parties shall constitute originally signed copies of the Agreement requiring no further execution.

Dated: June 1, 2005

Dated: June 1, 2005

Ironman Motivations  
a division of  
Ironman North America Triathlon, Inc.

CEO Challenge, I.I.C

Graham Fraser  
Graham Fraser, President

Edward C. Kennedy  
Edward C. Kennedy, Member