

06-15-2005

RECOF
TR

6-13-05



103021134 documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

Bollinger Industries, L.P., a Texas limited partnership

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Isotec, Inc., a Delaware corporation

Internal Address: _____
Address: _____

Street Address: 4398 Corporate Center Drive

City: Los Alamitos

State: California

Country: U.S.A Zip: 90720

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 26 June, 2002

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/064,094

B. Trademark Registration No.(s)
2,487,376

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bradley D. Blanche

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: Seventeenth Floor, 695 Town Center Driv

City: Costa Mesa

State: CA Zip: 92626-1924

Phone Number: (714) 668-6255

Fax Number: (714) 979-1921

Email Address: bradleyblanche@paulhastings.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

65E

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2613

Authorized User Name Paul, Hastings, Janofsky & Walker LLP

OPR/FINANCIAL
JUN 13 AM

9. Signature:

Signature

6/10/05

Date

06/14/2005 00000044 78064094

01 FC:8521
02 FC:8522

40.00-00
25.00-00
Bradley D. Blanche
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS Trademark Assignment is made and entered into by and between Bollinger Industries, L.P., a Texas limited partnership (hereinafter "Bollinger"), and Isotec, Inc., a Delaware corporation (hereinafter "Isotec");

WHEREAS, Bollinger has filed the following intent-to-use application for registration of the trademark ROCK FITNESS:

Application Serial No. 78/064,094;

WHEREAS, Isotec is desirous of acquiring an interest in the trademark;

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to Bollinger in hand paid, the receipt of which is hereby acknowledged, Bollinger hereby assigns and transfers to Isotec all of its rights, title and interest throughout the world in and to the trademark and the application, together with the goodwill of the business symbolized by the trademark, and including, without limitation, all of the rights and privileges pertaining to the trademark and any registrations and any extensions and continuations thereof.

Bollinger makes no representations or warranties of any kind regarding the trademark or application, including, but not limited to, marketable title, validity, incontestibility, likelihood of confusion with other marks, or infringement of third party trademarks or servicemarks. Isotec assumes all obligations and responsibilities regarding the trademark and application. Bollinger intends to move to dismiss the oppositions pending against Fitness Quest's trademarks for ROCK and ROCK FIT (Nos. 91150794 and 91151089). Bollinger covenants and agrees that it will at any time, upon the request and at the expense of Isotec, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to, and enforce, said trademark and application.

Bollinger Industries, L.P.

Isotec, Inc.

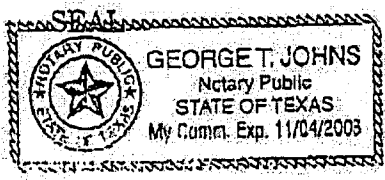
By: [Signature]
Glenn Bollinger, CEO of
Bollinger Operating Corp.,
Its General Partner

By: _____
Wayne H. Lee,
Its Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glenn Bollinger, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bollinger Operating Corp. with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of June, 2002.



[Signature]
Notary Public for said County and State
Print Name _____
My Commission expires _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wayne H. Lee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Isotec, Inc. with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2002.

SEAL

Notary Public for said County and State
Print Name _____
My Commission expires _____

TRADEMARK ASSIGNMENT

THIS Trademark Assignment is made and entered into by and between Bollinger Industries, L.P., a Texas limited partnership (hereinafter "Bollinger"), and Isotec, Inc., a Delaware corporation (hereinafter "Isotec");

WHEREAS, Bollinger is the assignee of the trademark ROCK BARBELL & FITNESS and design for which the following registration has issued and application was made:

Registration No. 2,487,376
Application Serial No. 75/072,161 (now abandoned);

WHEREAS, Isotec is desirous of acquiring an interest in the trademark;

NOW, THEREFORE, be it known by all whom it may concern, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to Bollinger in hand paid, the receipt of which is hereby acknowledged, Bollinger hereby assigns and transfers to Isotec all of its rights, title and interest throughout the world in and to the trademark, the application and the registration, together with the goodwill of the business symbolized by the trademark, and including, without limitation, all of the rights and privileges pertaining to the trademark and any registrations and any extensions and continuations thereof.

Bollinger makes no representations or warranties of any kind regarding the trademark, application or registration, including, but not limited to, marketable title, validity, incontestability, likelihood of confusion with other marks, or infringement of third party trademarks or servicemarks. Bollinger covenants and agrees that it will at any time, upon the request and at the expense of Isotec, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to, and enforce, said trademark, registration and application.

Bollinger Industries, L.P.

By: Glenn Bollinger
Glenn Bollinger, CEO of
Bollinger Operating Corp.,
Its General Partner

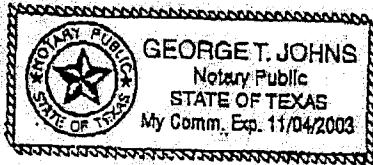
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Glenn Bollinger, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed

the same on behalf of Bollinger Operating Corp. with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of June, 2002.

SEAL



George T. Johns
Notary Public for said County and State
Print Name _____
My Commission expires _____