

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
E&B Giftware LLC		10/18/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	E&B Exercise LLC		
Street Address:	4 Executive Plaza		
City:	Yonkers		
State/Country:	NEW YORK		
Postal Code:	10701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76627882	WALKING EXPERIENCE	
Serial Number:	76615913	WALKING WORLD	
Serial Number:	76615912	WALKING ADVANTAGE	
Serial Number:	76642829	APD TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(215) 981-4604		
Email:	pachmant@pepperlaw.com		
Correspondent Name:	Tracey S. Pachman		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth & Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	121651.10		

OP \$115.00 76627882

900034660

TRADEMARK
REEL: 003181 FRAME: 0565

NAME OF SUBMITTER:	Tracey S. Pachman
Signature:	/traceypachman/
Date:	10/25/2005
<p>Total Attachments: 6</p> <p>source=eb_giftware_assign_tms#page1.tif</p> <p>source=eb_giftware_assign_tms#page2.tif</p> <p>source=eb_giftware_assign_tms#page3.tif</p> <p>source=eb_giftware_assign_tms#page4.tif</p> <p>source=eb_giftware_assign_tms#page5.tif</p> <p>source=eb_giftware_assign_tms#page6.tif</p>	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is effective as of the ____ day of September, 2005 (the "*Effective Date*"), by E&B Giftware LLC, a Delaware limited liability company ("*Assignor*"), for the benefit of E&B Exercise LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor is the owner of the trademarks described in Exhibit A (the "*Trademarks*"), the business to which the Trademarks pertain and the goodwill of the business associated therewith; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Trademarks, the portion of the business to which the Trademarks pertain as required by 15 U.S.C. § 1060 and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee desire to effect such transfer in accordance with the terms and conditions set forth in this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the portion of the business to which they pertain and the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "*Property*").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate and the corresponding officials of the several states and any similar foreign officials and offices, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of the Trademarks.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and are for the sole benefit of the parties hereto and their respective successors and permitted assigns.

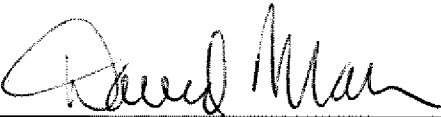
Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

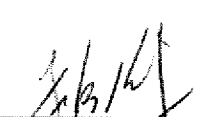
IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Trademark Assignment as of the date indicated below.

E&B GIFTWARE LLC

By: 
David Mauer, Chief Executive Officer

Date: 10/18/05

E&B EXERCISE LLC

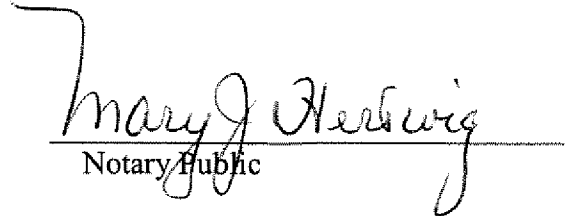
By: 
Frank Kirby, Chief Financial Officer

Date: 10/18/05

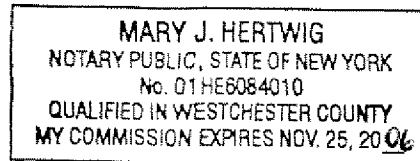
State of NEW YORK)
County of WESTCHESTER)

ss:

On this 18TH day of ~~September~~ OCTOBER, 2005, before me appeared David Mauer to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of E&B Giftware LLC and that the seal affixed to the foregoing instrument is the seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said company.


Notary Public

My commission expires:

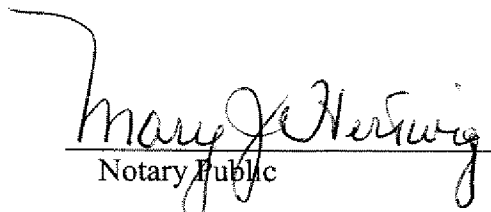


State of NEW YORK)
County of WESTCHESTER)

SS:

OCTOBER

On this 18TH day of ~~September~~, 2005, before me appeared Frank Kirby to me personally known, who, being by me duly sworn, did say that he is a Chief Financial Officer of E&B Exercise LLC and that the seal affixed to the foregoing instrument is the seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said company.



Notary Public

My commission expires:

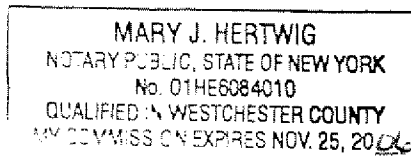


EXHIBIT A

United States

<i>Mark</i>	<i>Appl./Reg. No.</i>
WALKING EXPERIENCE	76/627882
WALKING WORLD	76/615913
WALKING ADVANTAGE	76/615912
APD TECHNOLOGY	76/642829

Canada

<i>Mark</i>	<i>Appl./Reg. No.</i>
WALKING ADVANTAGE	1256611