

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		09/28/2005	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: 1			
Property Type	Number	Word Mark	
Serial Number:	76564073	WALKING SHOP	
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	
NAME OF SUBMITTER:		Tracey S. Pachman	
Signature:		/traceyspachman/	

OP \$40.00 76564073

900041352

TRADEMARK
 REEL: 003240 FRAME: 0242

Date:

02/03/2006

Total Attachments: 7

source=eb_giftware_assign_pats and tms#page1.tif

source=eb_giftware_assign_pats and tms#page2.tif

source=eb_giftware_assign_pats and tms#page3.tif

source=eb_giftware_assign_pats and tms#page4.tif

source=eb_giftware_assign_pats and tms#page5.tif

source=eb_giftware_assign_pats and tms#page6.tif

source=eb_giftware_assign_pats and tms#page7.tif

ASSIGNMENT

THIS ASSIGNMENT (this "*Assignment*") is effective as of the 1st day of September, 2004 (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 patents described in Exhibit A (the "*Patents*") and the trademarks described on Exhibit A (the "*Trademarks*") together with the business to which the Trademarks pertain and the goodwill of the business associated therewith; and

WHEREAS, pursuant to a General Assignment, Assumption Agreement and Bill of Sale dated as of the Effective Date, between Assignor and Assignee (the "*General Assignment and Assumption Agreement*"), Assignor transferred to Assignee, *inter alia*, the Patents and the Trademarks; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, and all foreign equivalents thereof that are owned by Assignor, with all said rights to be held and enjoyed by Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to, including, and after the effective date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement.

2. Assignor authorizes and empowers Assignee, its successors, assigns or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it to them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

3. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the

International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. 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").

5. 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.

6. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee: (a) do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, enforcing, reexamining, or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents, and (b) take such further action and 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, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of the Trademarks.

7. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at its expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries.

8. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

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

10. This Assignment and the General Assignment and Assumption Agreement contain the entire agreement and understanding of Assignor and Assignee relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements, and understandings of every nature between the parties hereto relating to the subject matter hereof. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

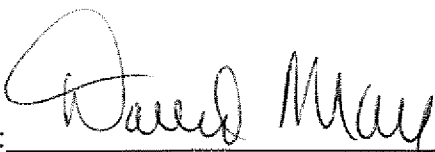
11. This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when

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.]

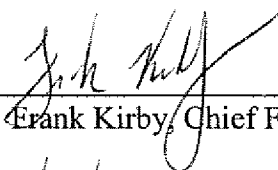
IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date indicated below.

E&B GIFTWARE LLC

By: 
David Mauer, Chief Executive Officer

Date: 9/28/05

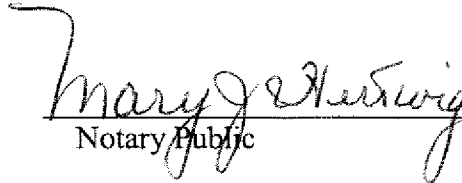
E&B EXERCISE LLC

By: 
Frank Kirby, Chief Financial Officer

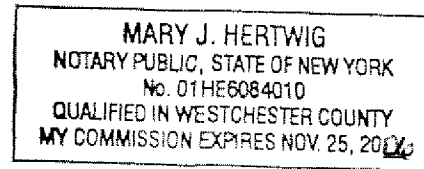
Date: 9/28/05

State of NEW YORK)
)
County of WESTCHESTER) ss:

On this 28th day of September, 2005, before me appeared David Mauer to me personally known, who, being by me duly sworn, did say that he is a 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

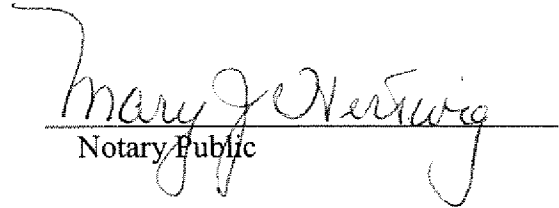
My commission expires:



State of NEW YORK)
County of WESTCHESTER)

SS:

On this 28TH 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:

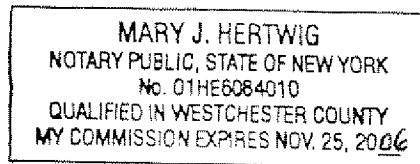


EXHIBIT A

Patents

<i>Title</i>	<i>Patent No.</i>
Square Dumbbell	D418881
Handgrip Exerciser	D418561
Ankle or Wrist Weight	D418559
Jump Rope	D418557
Dumbbell with Bumper Guards	D415803

Trademarks

<i>Mark</i>	<i>Appl./Reg. No.</i>
ZINGER	2492471
WALKING SHOP	76/564073