

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/03/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifestyle Media, Inc.		05/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goodman Media Group, Inc.
Street Address:	250 West 57th Street, Suite 710
City:	New York
State/Country:	NEW YORK
Postal Code:	10107
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2977648	PILATESSTYLE

CORRESPONDENCE DATA

Fax Number: (310)449-1394
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-449-1399
 Email: jhgeller@aol.com
 Correspondent Name: Jay H. Geller
 Address Line 1: 2425 W. Olympic Bl., 4000W
 Address Line 4: Santa Monica, CALIFORNIA 90404

NAME OF SUBMITTER:	Jay H. Geller
Signature:	/jhgeller/
Date:	05/11/2006

OP \$40.00 2977648

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment is made on this ^{5th} day of May, 2006 (the "Trademark Assignment") between GOODMAN MEDIA GROUP, INC., a New York corporation, having its principal place of business located at 250 West 57th Street, Suite 710, New York, New York 10107 ("Assignee"), and LIFESTYLE MEDIA, 110 Williams Street, 23rd Floor, New York,

WHEREAS, Assignor owns the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, by that certain Asset Purchase Agreement, dated as of the date hereof, between Assignee and Assignor, Assignor has sold the Acquired Assets (as defined in the Asset Purchase Agreement) to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York and the federal laws of the United States including the Lanham Act, as amended, (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

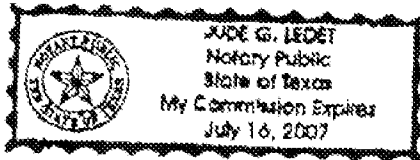
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

LIFESTYLE MEDIA, INC.
("Assignor")

By: [Signature]
Robert W. Holmes
Chief Executive Officer

On this 2nd day of May, 2006, Robert W. Holmes, a duly authorized officer of Lifestyle Media, Inc. personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such entity pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the entity.



[SEAL]

[Signature]
Notary Public
My Commission Expires: July 16, 2007

ACKNOWLEDGED AND ACCEPTED BY:

GOODMAN MEDIA GROUP, INC.
("Assignee")

By: [Signature]
Name: JASON GOODMAN
Title: President

SCHEDULE A

TRADEMARKS

Trademark	App. No.	Filing Date	Reg. Number	Reg. Date	Owner of Record
PILATESSTYLE	76/543,413	August 26, 2003	2,977,648	July 26, 2005	Lifestyle Media, Inc

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212 223-9857

May-10-2006 01:21pm From-H S & R
TRADEMARK

RECORDED: 05/11/2006

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