

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/04/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Friends In Fitness, Inc.		06/30/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Weider Health and Fitness
Street Address:	12300 Erwin Street
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1951536	5 MINUTE DELUXE BODY SHAPER

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-207-3800
 Email: janet_gass@bstz.com
 Correspondent Name: Norman Zafman/Blakely Sokoloff
 Address Line 1: 12400 Wilshire Boulevard
 Address Line 2: Suite 700
 Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	92820.T209
NAME OF SUBMITTER:	Norman Zafman
Signature:	/Norman Zafman/

CH \$40.00 1951536

Date:

07/19/2006

Total Attachments: 2

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

AND

THE UNITED STATES REGISTRATION THEREOF

WHEREAS, Friends In Fitness, Inc., a corporation organized and existing under the laws of the State of California, having a principal place of business at 21300 Erwin Street, Woodland Hills, California 91367 ("ASSIGNOR"), acquired from Weider Health and Fitness, a corporation organized and existing under the laws of the State of Nevada, having a principal place of business at 21300 Erwin Street, Woodland Hills, California 91367 ("ASSIGNEE"), all rights, title and interests in and to the trademark 5 MINUTE DELUXE BODY SHAPER and the United States Registration thereof, namely U.S. Registration Number 1,951,536 dated January 23, 1996 (the "Mark" and "Registration", respectively), together with the goodwill of the business appurtenant to said Mark; and

WHEREAS, on or about February 4, 2005, ASSIGNOR decided to reacquire all rights, title and interests in and to the Mark and Registration, and the goodwill associated with the Mark, for a contemplated trademark licensing program; and

WHEREAS, ASSIGNOR was willing to assign back to ASSIGNEE all of its rights, title and interests in and to the Mark and Registration, and the goodwill associated therewith; and

WHEREAS, on or about February 4, 2005, ASSIGNOR informally assigned to ASSIGNEE all of its rights, title and interests in the Mark and Registration, and the goodwill associated therewith; and

WHEREAS, ASSIGNEE now desires to formalize, legally, its ownership of the Mark and Registration thereof, nunc pro tunc, February 4, 2005, and to make its ownership thereof a matter of record in the United States Patent and Trademark Office; and

WHEREAS, ASSIGNOR is willing to execute this instrument of assignment for the purpose of (i) formalizing ASSIGNEE's legal ownership of the Mark and Registration thereof, nunc pro tunc, February 4, 2005, and (ii) enabling ASSIGNEE to make its ownership of the Mark and Registration thereof a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Mark, together with the goodwill

of the business symbolized by the Mark, and the Registration thereof, nunc pro tunc, February 4, 2005. The foregoing assignment includes, without limitation, any and all causes of action for any and all legal and equitable remedies to which ASSIGNOR may be entitled as a consequence of the infringement of the Mark by any third party, which causes of action may have arisen prior to February 4, 2005.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE, (i) it believes that it is the sole owner of the Mark, the goodwill associated therewith and the Registration thereof; and (ii) to the best of its current knowledge, it is not, and was not in the past, a party to any prior agreement, nor has ASSIGNOR made any informal commitment or reached any understanding, with any other person or legal entity relating to the Mark and Registration thereof which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration to ASSIGNEE. In this connection, ASSIGNOR hereby states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration thereof.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be reasonably required to carry out the intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Registration thereof is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below, effective, nunc pro tunc, February 4, 2005.

Friends In Fitness, Inc.
("ASSIGNOR")

Date: June 30, 2006

By: Joe Weider
Joe Weider, President