

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larry Gurney		03/01/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	HubneyFitness Corp.		
Street Address:	11121 Kingston Pike		
Internal Address:	Suite C		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37922		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2732757	THE RUSH FITNESS COMPLEX 24 7	
CORRESPONDENCE DATA			
Fax Number:	(215)575-7200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-575-7000		
Email:	pforet@dilworthlaw.com		
Correspondent Name:	Philip J. Foret		
Address Line 1:	Dilworth Paxson LLP		
Address Line 2:	1735 Market St., 3200 Mellon Bank Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	99900-00000		
NAME OF SUBMITTER:	Philip J. Foret		
Signature:	/Philip J. Foret/		

OP \$40.00 2732757

Date:

03/02/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "Assignment") is entered into as of the 1st day of March 2007 (the "Effective Date") by and between Larry Gurney, an individual, having an address at 246 High Pointe Village Way, Kingston, TN 37763 ("Assignor") and HubneyFitness Corp., a Delaware corporation, having a place of business at 11121 Kingston Pike, Suite C, Knoxville, TN 37922 ("Assignee").

WHEREAS, Assignor owns the trademark THE RUSH FITNESS COMPLEX 24 7 (including without limitation, the federal registration therefor that is identified on the Schedule of Trademarks attached hereto as Exhibit 1) (the "Mark");

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark throughout the world, together with the goodwill of the business symbolized by the Mark from Assignor;

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, dated as of March 1, 2007 (the "Purchase Agreement"), between Glenn A. Barth, Larry L. Gurney, James P. Hoppin and W. F. Hubner (collectively, the "Sellers"), CNC Rush Acquisition, LLC and Assignee, Sellers have agreed to cause Assignor to sell, transfer, assign and deliver to Assignee all right, title and interest in, to and under the Mark.

WHEREAS, the parties wish to acknowledge this Assignment and make it of record in the United States Patent and Trademark Office, and elsewhere;

NOW, THEREFORE, in consideration of the promises contained herein and in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers and sets over to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark, including any and all common law and statutory rights therein or thereto, throughout the world, together with all of the goodwill of the business symbolized by the Mark, including, without limitation, all trademark applications and registrations therefor. Assignor further sells, assigns, transfers, delivers and sets over to Assignee all rights to apply for registration of the Mark and to sue and recover damages and payments, and to collect all income, royalties, products, proceeds, payments, damages and/or profits due or payable to the Assignor with respect to the Mark, including, without limitation, for past, present and future infringement or dilution of, and all other causes of action relating to, the Mark, and all other rights in, to and under the Mark for Assignee's own use and enjoyment (and for the use and enjoyment of Assignee's successors, assigns and other legal representatives) to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment.

2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver any such other written instruments of sale, transfer, conveyance, recordal, assignment and confirmation, and take any such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable, in order to more effectively evidence, record, transfer, convey and assign to Assignee, and to confirm Assignee's title to, the Mark and any and all trademark applications and registrations therefor, and to assist Assignee in exercising all rights with respect thereto (including filing applications for registration thereof) and to maintain, protect and enforce its rights in and to the Mark.

3. This Assignment is irrevocable and shall be effective as of the Effective Date. This Assignment shall be binding upon the parties, their successors, heirs, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and/or any other appropriate U.S. or foreign governmental agencies to, record Assignee as the assignee and owner of the Mark, and to deliver to Assignee, and to Assignee's attorneys, agents, representatives and its successors or assigns, all official documents and communications as may be warranted by this Assignment.

5. This 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.

6. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

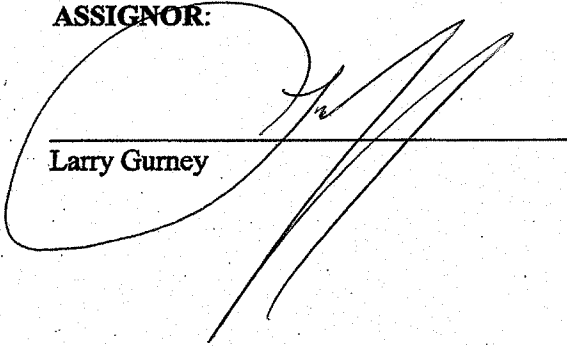
7. This Assignment constitutes the entire agreement of Assignor and Assignee with respect to the Mark, and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the Mark assigned hereby.

8. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Assignment is declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Assignment, which shall continue in full force and effect as if this Assignment had been executed with the invalid portions thereof deleted; provided that the entirety of this Assignment shall continue in full force and effect in all other jurisdictions.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives.

ASSIGNOR:



Larry Gurney

ASSIGNEE:

HUBNEYFITNESS CORP.

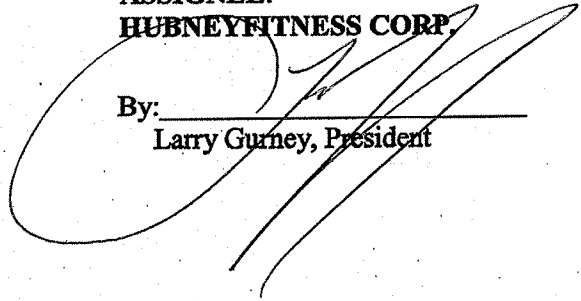


By: _____
Larry Gurney, President

EXHIBIT 1

SCHEDULE OF TRADEMARKS

United States Trademark Registrations

Mark	REGISTRATION NO.	DATE OF REGISTRATION
	2,732,757	July 1, 2003