

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valeo Inc.		09/28/2007	CORPORATION: WISCONSIN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	E&B Exercise LLC
<b>Street Address:</b>	4 Executive Plaza
<b>Internal Address:</b>	c/o E&B Giftware LLC
<b>City:</b>	Yonkers
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10701
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2722426	AVG
Serial Number:	78867854	CORE-ROCKER
Registration Number:	2644177	FIT FOR PERFORMANCE
Registration Number:	2459922	
Registration Number:	2269456	
Registration Number:	2269457	
Registration Number:	2265344	
Registration Number:	2248050	OCELOT
Registration Number:	2248051	OCELOT
Registration Number:	2248052	OCELOT
Serial Number:	78867858	TANKER
Registration Number:	1993497	VALEO
Registration Number:	1990089	VALEO

OP \$415.00 2722426

Registration Number:	1984328	VALEO
Registration Number:	1988685	VALEO
Registration Number:	2865503	VALEO

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.981.4518  
Email: auritr@pepperlaw.com  
Correspondent Name: Robert Auritt, Esquire  
Address Line 1: Eighteenth & Arch Streets  
Address Line 2: 3000 Two Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	121651.15
NAME OF SUBMITTER:	Robert Auritt
Signature:	/robert auritt/
Date:	10/31/2007

**Total Attachments: 9**  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 28<sup>th</sup> day of September, 2007, by and between Valeo Inc., a Wisconsin corporation ("Assignor"), with a principal address of W248 N5499 Executive Drive, Sussex, Wisconsin 53089, in favor of E&B Exercise LLC, a Delaware limited liability company ("Assignee"), with a principal address care of E&B Giftware LLC , 4 Executive Plaza, Yonkers, New York 10701.

### W I T N E S S E T H :

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations and applications identified in Schedule A, (hereinafter the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
4. 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;
5. 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;
6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the

parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Trademark Assignment as of the date first above-written.

**ASSIGNOR:**

VALEO INC.

By: Edward H. Aewer, Jr.  
Name: Edward H. Aewer, Jr.  
Title: Executive Vice President  
Date: Sept. 28, 2007

**ASSIGNEE:**

E&B EXERCISE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Signature Page to Trademark Assignment*

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Trademark Assignment as of the date first above-written.

**ASSIGNOR:**

VALEO INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSIGNEE:**

E&B EXERCISE LLC

By: David Mauer  
Name: David Mauer  
Title: CEO  
Date: Sept 28, 2007

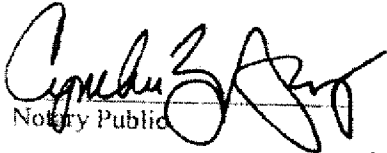
*Signature Page to Trademark Assignment*

ACKNOWLEDGMENT

STATE OF WISCONSIN :  
 :  
COUNTY OF MILWAUKEE : ss.  
 :

Edward H. Yewer, Jr., being duly sworn, says that he/she is the Executive Vice President of Valeo Inc., a Wisconsin corporation, and acknowledges that he/she did sign said instrument on behalf of Valeo Inc., pursuant to due authority.

Sworn to and subscribed  
before me this 27 day  
of September, 2007.

  
Notary Public

My commission expires: 2/13/11

(SEAL)

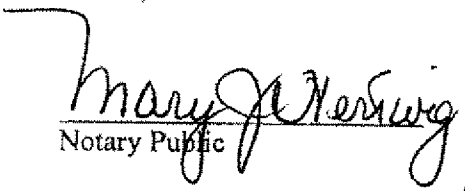
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ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : ss.  
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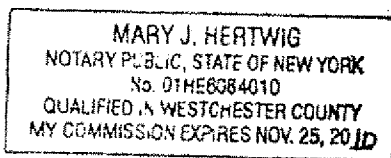
David Mauer, being duly sworn, says that he/she is the CEO of E&B Exercise LLC, a Delaware limited liability company, and acknowledges that he/she did sign said instrument on behalf of E&B Exercise LLC, pursuant to due authority.

Sworn to and subscribed  
before me this 28<sup>th</sup> day  
of September, 2007

  
Notary Public

My commission expires: 11/25/2010

(SEAL)



*Signature Page to Trademark Assignment*

TRADEMARK  
REEL: 003650 FRAME: 0929



**SCHEDULE A**

**TRADEMARKS**

**US Federal**

<b>Trademark</b>	<b>Status</b>	<b>Serial No./ Reg. No.</b>	<b>Filing Date Reg. Date</b>	<b>Int. Class(es)</b>
AVG	Registered	2,722,426	6/3/03	9
CORE-ROCKER	Allowed	78/867,854	4/24/2006	28
FIT FOR PERFORMANCE	Registered	2,644,177	10/29/02	9, 18, 25, 28
Miscellaneous Design (Tiger oval)	Registered	2,459,922	6/12/01	9
Miscellaneous Design (Tiger oval)	Registered	2,269,456	8/10/99	18
Miscellaneous Design (Tiger oval)	Registered	2,269,457	8/10/99	25
Miscellaneous Design (Tiger oval)	Registered	2,265,344	7/27/99	28
OCELOT	Registered	2,248,050	5/25/99	18
OCELOT	Registered	2,248,051	5/25/99	25
OCELOT	Registered	2,248,052	5/25/99	28
TANKER	Allowed	78/867,858	4/24/2006	28
VALEO	Renewed	1,993,497	8/13/96	9
VALEO	Renewed	1,990,089	7/30/96	18
VALEO	Renewed	1,984,328	7/2/96	25
VALEO	Renewed	1,988,685	7/23/96	28
VALEO	Registered	2,865,503	7/20/04	28

**TRADEMARKS (cont'd)**

**Foreign Trademarks**

**European Union (Community Trade Mark)**

Trademark	Status	Reg. No.	Reg. Date
OCELOT	Renewed	459289	1/21/97

**World Intellectual Property ("WIPO")**

Trademark	Status	Reg. No.	Reg. Date
VALEO	Registered	910314	4/25/06

**Antigua & Barbados**

Trademark	Status	Appl. No.	Date of Notification	International Reg. No.
VALEO	Pending			910314

**Australia**

Trademark	Status	Appl. No.	Date of Notification	International Reg. No.
VALEO	Pending	1158957	2/1/07	910314

**India**

Trademark	Status	Reg. No.	Reg. Date
VALEO	Registered	682,824	10/9/95
VALEO	Registered	682,825	10/9/95
VALEO	Registered	682,826	10/9/95

**Japan**

Trademark	Status	Appl. No.	Date of Notification	International Reg. No.
VALEO	Pending			910314

**TRADEMARKS (cont'd)**

**Foreign Trademarks (cont'd)**

**Korea**

<b>Trademark</b>	<b>Status</b>	<b>Appl. No.</b>	<b>Date of Notification</b>	<b>International Reg. No.</b>
VALEO	Pending			910314

**Singapore**

<b>Trademark</b>	<b>Status</b>	<b>Appl. No..</b>	<b>Date of Notification</b>	<b>International Reg. No</b>
VALEO	Pending	T0702371Z	2/1/07	910314
VALEO	Pending	T0702372H	2/1/07	910314
VALEO	Pending	T0702373F	2/1/07	910314
VALEO	Pending	T0702374D	2/1/07	910314
VALEO	Pending	T0702375B	2/1/07	910314

**Common Law**

<b>TRADEMARK</b>
V VALEO & Design