

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfect Pushup LLC		10/10/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 E. TRIMBLE ROAD		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77144577	PERFECT PULLUP	
Serial Number:	77534896	DEFINE YOURSELF	
Serial Number:	77404909	POWER 10 WORKOUT	
CORRESPONDENCE DATA			
Fax Number:	(734)747-7147		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	313-963-6420		
Email:	schultz@millercanfield.com		
Correspondent Name:	Maya K. Watson		
Address Line 1:	150 W. Jefferson Ave		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	125055-563		
NAME OF SUBMITTER:	Maya K. Watson		

CH \$90.00 77144577

Signature:	/mayakwatson/
Date:	10/22/2008
Total Attachments: 16 source=PerfectPushup#page1.tif source=PerfectPushup#page2.tif source=PerfectPushup#page3.tif source=PerfectPushup#page4.tif source=PerfectPushup#page5.tif source=PerfectPushup#page6.tif source=PerfectPushup#page7.tif source=PerfectPushup#page8.tif source=PerfectPushup#page9.tif source=PerfectPushup#page10.tif source=PerfectPushup#page11.tif source=PerfectPushup#page12.tif source=PerfectPushup#page13.tif source=PerfectPushup#page14.tif source=PerfectPushup#page15.tif source=PerfectPushup#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of October 10, 2008, by and between **Perfect Pushup, LLC**, a California limited liability company ("Grantor"), and **Comerica Bank**, a Texas banking association ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Loan and Security Agreement, dated as of October 10, 2008 (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) As of the date of this Agreement, Grantor is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) As of the date of this Agreement, each of the Patents is, to the actual knowledge of Grantor, valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office or the United States Copyright Office, including the date of such filing and the registration or application numbers, if any. Upon the request of Secured Party, Grantor shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor.

(g) Grantor shall deliver to Secured Party within thirty (30) days as of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral,

including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(h) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(i) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(j) Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than [twice] per year, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within fifteen (15) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(k) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(l) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the United States Patents and registered United States Trademarks and applications, and the Register of Copyrights with respect to the United States Copyrights and applications, the filing of appropriate financing statements and the payment of all applicable fees, such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects as of the date provided;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

447 Miller Avenue, Suite E
Mill Valley, CA 94941

Attn:

PERFECT PUSHUP, LLC, a California limited liability company

By:  _____

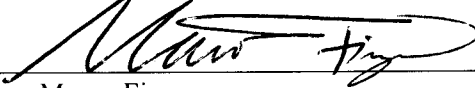
Its: Andrew Morrell, CFO + Manager

SECURED PARTY:

Address of Secured Party:

75 East Trimble Road
San Jose, California 95131
Attn: Credit Manager
Fax number: (408) 556-5097

COMERICA BANK

By:  _____
Marco Figone

Its: Vice President

EXHIBIT A

Copyrights

<u><Registration No.></u>	<u><Effective Date></u>	<u><Title of Work></u>
<u><VA 1-626-847></u>	<u><20 Feb 2008></u>	<u><Advertising Photos for the Perfect Pushup¹></u>
<u><VA 1-627-611></u>	<u><20 Feb 2008></u>	<u><Perfect Pushup Fitness Device Package – Original Version²></u>
<u><VA 1-627-952></u>	<u><20 Feb 2008></u>	<u><Workout Poster for the Perfect Pullup Fitness Device></u>
<u><VA 1-627-954></u>	<u><20 Feb 2008></u>	<u><Workout Poster for the Perfect Pushup³></u>
<u><PA 1-593-266></u>	<u><20 Feb 2008></u>	<u><Perfect Pullup Commercial – 2 Minute Version></u>
<u><PA 1-596-138></u>	<u><24 Apr 2008></u>	<u><Perfect Pushup Commercial – 1 Minute Version></u>
<u><PA 1-596-144></u>	<u><24 Apr 2008></u>	<u><Perfect Pushup Commercial – 2 Minute Version></u>
<u><VA 1-638-532></u>	<u><20 Feb 2008></u>	<u><Perfect Pushup Fitness Device Package – Basic Version⁴></u>
<u><VA 1-638-535></u>	<u><20 Feb 2008></u>	<u><Perfect Pushup Fitness Device Package – Travel Version⁵></u>
<u><PA 1-601-008></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Get Ripped Workout DVD></u>
<u><PA 1-601-009></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Power 10 Workout DVD></u>
<u><PA 1-601-010></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Power 10 Advanced DVD></u>
<u><VA 1-635-777></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Get Ripped Workout DVD Packaging></u>
<u><VA 1-635-779></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Power 10 Workout DVD Packaging></u>
<u><VA 1-635-780></u>	<u><30 Apr 2008></u>	<u><Perfect Pushup Power 10 Advanced DVD Packaging></u>

<Copyright Claims Pending at U.S. Copyright Office >

<u><Claim No.></u>	<u><Effective Date></u>	<u><Title of Work></u>
<u><1-58629508></u>	<u><29 Apr 2008></u>	<u><Perfect Power Workout Deck Set></u>
<u><1-60507282></u>	<u><07 May 2008></u>	<u><Power Travel Workout Deck Set></u>
<u><1-65822012></u>	<u><02 June 2008></u>	<u><Perfect Pushup Website Content, Design and Photos></u>
<u><1-65891302></u>	<u><02 June 2008></u>	<u><Perfect Pullup Website Content, Design and Photos></u>

¹ Filed in Korea and China; countries with separate copyright registration systems.

² Filed in Korea and China; countries with separate copyright registration systems.

³ Filed in Korea and China; countries with separate copyright registration systems.

⁴ To be filed in China, Korea.

⁵ To be filed in China, Korea.

EXHIBIT B

Patents

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I. <Patents and patent applications directed to the BODYREV® fitness device><

- A. <<U.S. Patent No. 7,238,147, issued July 3, 2007>>
- B. <<PCT Publ. No. WO 2005/102464 A2, filed January 21, 2005, now expired.>>
- C. <<Australian Patent Appl. No. 2005235519 A1, filed January 21, 2005 (report page only). Application pending, awaiting first office action.>>
- D. <<Brazilian Patent Appl. No. PI0518787-7, filed January 21, 2005 (agent report with Brazilian Patent Office notification. Application pending, awaiting first office action.>>
- E. <<Canadian Patent Appl. No. 2,587,024, filed January 21, 2005 (cover sheet of first page). Application pending, awaiting first office action.>>
- F. <<European Patent Appl. No. 05705973.5-1260 (published as EP1809390), filed January 21, 2005 (cover sheet of first page). Application pending, awaiting first office action.>>

II. <<Patents and patent applications directed to the PERFECT PUSHUP® fitness device>><

- A. <<U. S. Patent Appl. No. 11/996,152 (published as US 2008/0200318), filed January 18, 2008. Notice of Allowance issued by Examiner on September 15, 2008, not yet mailed to Applicant. Patent issue expected December 2008.>>
- B. <<PCT Publ. No. WO 2008/003057 A2, filed June 28, 2007, expires December 29, 2008.>>
- C. <<Australian Patent Appl. No. 2007240198 A1, filed June 28, 2007 (report page only). Examination accelerated, expecting first office action October 2008. Two 5-claim "innovation" divisional applications filed September 25, 2008 to capture suspected infringers in Australia. These should issue before the standard "parent" patent. A standard divisional application to be filed on the claim set directed to the travel version with removable handles.>>
- D. <<Canadian Patent Appl. No. 2,615,274, filed December 14, 2007. Application pending, awaiting first office action.>>
- E. <<China (PRC) Patent Appl. No. 200780000598.2, filed December 14, 2007. Application pending, awaiting first office action. Expedited exam requested.>>
- F. <<European Patent Appl. No. 07799146.1 (published as EP1809390), filed December 14, 2005 (cover sheet of first page). Application pending, accelerated examination requested, awaiting first office action.>>
- G. <<German Utility Model No. German Utility Model No. 212007000010U1, issued June 12, 2008. Currently being enforced against infringers in Germany. See Tab VII for additional information.>>

- H. ><Great Britain Patent Publ. No. GB 2,444,209 A (published as patent number GB2444209B on September 24, 2008. This patent to be added in patent infringement action against infringers in the UK. See Tab VII for additional information. Two divisional applications with differing claim scope filed in September 2008 to capture additional infringers in the UK.><
- I. ><Great Britain Patent Publ. No. GB 2,447,835 A, filed July 31, 2008. This is a continuation of the GB2444209B patent above with claims directed to the travel version of the Perfect Pushup.><
- J. ><Japanese Patent Appl. No. (Unassigned), filed December 13, 2007. Application pending, accelerated examination requested, first office action expected December 2008.><
- K. ><Korean Patent Appl. No. 20-2007-7000021, filed October 23, 2007. Application pending, accelerated examination requested. First action indicated allowable subject matter. Filed reply to first office action July 2008; expect notice of allowance by October 2008.><
- L. ><Mexico Patent Appl. No. MX/a/2008/003709, filed March 14, 2008. Application pending, accelerated examination requested, awaiting first office action.><
- M. ><New Zealand Patent Appl. No. 564055, filed June 28, 2007 (agent's report only). Awaiting complete filing report and publication details from agent.><
- N. ><ROC (Taiwan) Patent Appl. No. 096123814, filed June 29, 2007 (published as ROC Publ. No. 200812667). Application pending, accelerated examination requested, awaiting first office action.><
- O. ><South Africa Patent Appl. No. (Unassigned), filed July 14, 2008 (agent's correspondence only). Application pending, accelerated examination requested, patent grant expected October 2008. To be enforced after 9-month moratorium against infringers in SA. Cease and desist letters to go out 2 months after patent grant per SA patent infringement law. Divisional application filed September 2008 with broader claims to capture additional infringers><

III. ><Patents and patent applications directed to the PERFECT PULLUP™ fitness device><

- A. ><U.S. Patent Appl. No. 12/042,368, filed March 5, 2008. Petition to expedite granted, first office action expected October 2008.><
- B. ><Australian Patent Appl. No. 2008202177 A1, filed May 16, 2008. Examination accelerated, awaiting first office action.><
- C. ><Canadian Patent Appl. No. 2,625,400, filed March 12, 2008. Application pending, awaiting first office action.><
- D. ><China (PRC) Patent Appl. No. 200810085084.8, filed March 17, 2008. Application pending, awaiting first office action. Expedited exam requested.><
- E. ><European Patent Appl. No. 08250904.3, filed March 17, 2008. Application pending, awaiting first office action. Expedited exam requested.><

- F. ><DE Model 202008003744U1, granted August 28, 2008. Currently being enforced against DS Produkte in Germany.><
- G. ><Great Britain Patent Appl. No. GB0804919.9, filed March 17, 2008. First office action recently issued, reply to be filed by October 2008.><
- H. ><Japanese Patent Appl. No. 2008-066667, filed March 14, 2008. Application pending, awaiting first office action.><
- I. ><Korean Patent Appl. No. 10-2008-0024540, filed March 17, 2008. Application pending, awaiting first office action.><
- J. ><Mexico Patent Appl. No. MX/a/2008/003707, filed March 14, 2008. Application pending, accelerated examination requested, awaiting first office action.><
- K. ><New Zealand Patent Appl. No. 568567, filed May 26, 2008. First office action recently issued, reply to be filed by October 2008.><
- L. ><ROC (Taiwan) Patent Appl. No. 097109336, filed March 17, 2008. Application pending, awaiting first office action.><
- M. ><South Africa Patent Appl. No. (Unassigned), filed March 17, 2008. Application pending, awaiting first office action.><

IV. ><Design patents/application on the ornamental features of the Bodyrev, Perfect Pushup and Perfect Pullup fitness devices>

<BODYREV DESIGN><

- A. ><U.S. Design Patent No. D532465, issued November 21, 2006. >

<PERFECT PUSHUP DESIGN – ORIGINAL VERSION><

- B. ><Australian Des. Appl. No. 12203/2008, filed May 7, 2008. Application pending, awaiting first office action. Upon grant, design to be enforced against known infringers in Australia.><
- C. ><Canadian Des. Appl. No. 125239, filed March 20, 2008. Application pending, awaiting first office action.><
- D. ><China (PRC) Des. Appl. No. 200830005093.2, filed March 24, 2008. Application pending, awaiting first office action. Expedited exam requested.><
- E. ><European Registered Community Design No. 909155-003, granted May 22, 2008.><
- F. ><Japanese Des. Appl. No. 2008-007127, filed March 24, 2008. Application pending, awaiting first office action.><
- G. ><Korean Des. Appl. No. 30-2008-0012397, filed March 21, 2008. Application pending, awaiting first office action.><

- H. ><Mexico Des. Appl. No. MX/f/2008/000655, filed May 14, 2008. Application pending, accelerated examination requested, awaiting first office action.><
- I. ><New Zealand Des. Appl. No. 410808, filed May 13, 2008. Application pending, awaiting first office action.><
- J. ><ROC (Taiwan) Des. Appl. No. 097301726, filed March 24, 2008. Application pending, awaiting first office action.>

<PERFECT PUSHUP DESIGN – TRAVEL VERSION><

- K. ><U.S. Des Appl. No. 29/304,058, filed February 24, 2008. Notice of Allowance received August 2008. Expected issue of design patent – October 2008.><
- L. ><Australian Des. Appl. No. 12201/2008, filed May 7, 2008. Application pending, awaiting first office action.><
- M. ><Canadian Des. Appl. No. 125220, filed March 20, 2008. Application pending, awaiting first office action.><
- N. ><China (PRC) Des. Appl. No. 200830005093.2, filed March 24, 2008. Application pending, awaiting first office action. Expedited exam requested.><
- O. ><European Registered Community Design No. 909155-003, granted May 22, 2008.><
- P. ><Japanese Des. Appl. No. 2008-007126, filed March 24, 2008. Application pending, awaiting first office action.><
- Q. ><Korean Des. Appl. No. 30-2008-0012396, filed March 21, 2008. Application pending, awaiting first office action.><
- R. ><Mexico Des. Appl. No. MX/f/2008/000654, filed May 14, 2008. Application pending, accelerated examination requested, awaiting first office action.><
- S. ><New Zealand Des. Appl. No. 410807, filed May 13, 2008. Application pending, awaiting first office action.><
- T. ><ROC (Taiwan) Des. Appl. No. 097301726, filed March 24, 2008. Application pending, awaiting first office action.><
- U. ><South Africa (Aesthetic) Des. Appl. No. (A2008/01050), filed March 17, 2008. Application pending, awaiting first office action.><
- V. ><South Africa (Functional) Des. Appl. No. (F2008/01048), filed March 17, 2008. Application pending, awaiting first office action.>

<PERFECT PULLUP HANDLE DESIGN><

- W. ><U.S. Des Appl. No. 29/304,592, filed March 5, 2008. Notice of Allowance received August 2008. Expected issue of design patent – October 2008.><

- X. >>Australian Des. Appl. No. 12202/2008, filed May 7, 2008. Application pending, awaiting first office action.>>
- Y. >>Canadian Des. Appl. No. 125219, filed March 20, 2008. Application pending, awaiting first office action.>>
- Z. >>China (PRC) Des. Appl. No. 200830005092.8, filed March 24, 2008. Application pending, awaiting first office action. Expedited exam requested.>>
- AA. >>European Registered Community Design No. 909155-001, granted May 22, 2008.>>
- BB. >>Japanese Des. Appl. No. 2008-007125, filed May 24, 2008. Application pending, awaiting first office action.>>
- CC. >>Korean Des. Appl. No. 30-2008-0012395, filed March 21, 2008. Application pending, awaiting first office action.>>
- DD. >>Mexico Des. Appl. No. MX/f/2008/000653, filed March 24, 2008. Application pending, accelerated examination requested, awaiting first office action.>>
- EE. >>New Zealand Des. Appl. No. 410806, filed May 13, 2008. Application pending, awaiting first office action.>>
- FF. >>ROC (Taiwan) Des. Appl. No. 097301725, filed March 24, 2008. Application pending, awaiting first office action.>>
- GG. >>South Africa (Aesthetic) Des. Appl. No. (A2008/01051), filed July 2, 2008. Application pending, awaiting first office action.>>
- HH. >>South Africa (Functional) Des. Appl. No. (F2008/01049), filed July 2, 2008. Application pending, awaiting first office action.>

EXHIBIT C

Trademarks

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- II. <BODYREV (4 registrations in U.S.):>
- <i. Reg. No. 3,056,445, registered 31 Jan 2006 in International Class (IC) 028, (word mark)>
 - <ii. Reg. No. 3,071,962, registered 21 Mar 2006 in IC 041 (word mark)>
 - <iii. Reg. No. 3,066,762, registered 7 Mar 2006 in IC 028 (word + design mark)>
 - <iv. Reg. No. 3,080,629, registered 11 Apr 2006 (word + design mark)>
 - <v. BODYREV word mark also registered in Australia, Canada, Europe, Japan and Korea. Pending application in South Africa.><
- JJ. ><PERFECT PUSHUP, Reg. No. 3,300,090, registered 25 Sep 2007 in IC 028. Also registered in Japan, Korea. Applications pending in Australia, Canada, China, Europe, Mexico, New Zealand, Taiwan and South Africa.><
- KK. ><PERFECT PULLUP, Ser. No. 77144577, filed 30 Mar 2007 in IC 028, pending. Applications pending in Australia, Canada, China, Korea, Mexico, New Zealand, Taiwan and South Africa.><
- LL. ><PERFECT SITUP, Ser. No. 77144592, filed 30 Mar 2007 in IC 028, published for opposition. Applications pending in Australia, Canada, China, Korea, Mexico, New Zealand, Taiwan and South Africa.><
- MM. ><PERFECT CORE, Ser. No. 77247984, filed 6 Aug 2007 in IC 028, allowed, statement of use due for registration. Registered in Australia and Japan. Applications pending in Canada, China, Europe (allowed, published for opposition), Korea, Mexico, New Zealand and Taiwan (approved, awaiting registration).><
- NN. ><PERFECT POWER, Ser. No. 77248055, filed 6 Aug 2007 in IC 028, allowed, statement of use accepted and awaiting registration. Applications pending in Australia, Canada, China, Europe, Japan, Korea, Mexico, New Zealand and Taiwan.><
- OO. ><DEFINE YOURSELF (2 US applications)><
- i. ><Serial No. 77534826, filed 30 July 2008 in IC 025 (T-shirts). Opposition pending with junior user, consent agreement forthcoming to permit registration.><
 - ii. ><Serial No. 77248091, filed 6 Aug 2007 in IC 028, allowed, statement of use due for registration.><
- PP. ><TURN ON YOUR STRENGTH, Ser. No. 77248109, filed 6 Aug 2007 in IC 028, statement of use accepted and awaiting registration. Possible foreign filings forthcoming.><
- QQ. ><PERFECT EXERCISE, Ser. No. 77248141, filed 6 Aug 2007 in IC 028, allowed, statement of use due for registration. Registered in Japan. Applications pending in Australia, Canada, China, Korea, Mexico and New Zealand.><

- RR. <<PERFECT WORKOUT, Ser. No. 77248156, filed 6 Aug 2007 in IC 028, allowed, statement of use due for registration. Registered in Japan. Applications pending in Australia, Canada, China, Korea, Mexico and New Zealand.>>
- SS. <<REV 8, Ser. No. 77404829, filed 25 Feb 2008 in IC 028, published for opposition.>>
- TT. <<REV 10, Ser. No. 77404835, filed 25 Feb 2008 in IC 028, published for opposition.>>
- UU. <<PERFECT POWER 3X, Ser. No. 77404840, filed 25 Feb 2008 in IC 005, pending.>>
- VV. <<PERFECT ABSTRAPS, Ser. No. 77404847, filed 25 Feb 2008 in IC 028, published for opposition.>>
- WW. <<PERFECT 10 WORKOUT, Ser. No. 77404847, filed 25 Feb 2008 in IC 041, PENDING. Registered in New Zealand. Applications pending in Australia, Canada, China, Europe (accepted, published for opposition), Japan, Korea, Mexico, Taiwan and South Africa.>>
- XX. <<GET RIPPED, Ser. No. 77460164, filed 28 Apr 2008 in IC's 005, 028 and 041, pending. Applications pending in Canada, China, Japan, Korea, Mexico, Taiwan and South Africa.>>
- YY. <<PERFECT CARDIO, Ser. No. 77460157, filed 28 Apr 2008 in IC's 028 and 041, pending.>>
- ZZ. <<PERFECT FITNESS, Ser. No. 77460168, filed 28 Apr 2008 in IC's 028 and 041, pending.>>
- AAA. <<PULLUP PRO, Ser. No. 77468111, filed 7 May 2008 in IC 028, pending.>>
- BBB. <<POWER PULLUP, Ser. No. 77468122, filed 7 May 2008 in IC 028, pending.>>
- CCC. <<ULTIMATE PULLUP, Ser. No. 77468129, filed 7 May 2008 in IC 028, pending.>>
- DDD. <<PERFECT DUMBBELL, Ser. No. 77475275, filed 15 May 2008 in IC 028, pending.>>
- EEE. <<PERFECT BARBELL, Ser. No. 77475286, filed 15 May 2008 in IC 028, pending.>>
- FFF. <<PERFECT COUNTER, Ser. No. 77483806, filed 27 May 2008 in IC 028, pending. Applications pending in Australia, Canada, China, Japan, Korea, Mexico, New Zealand, Taiwan and South Africa.>>
- GGG. <<PERFECT PUSHUP 3-D CONFIGURATION MARK, Ser. No. 77488490, filed 2 Jun 2008 in IC 028, pending.>>
- HHH. <<PERFECT WEIGHT, Ser. No. 77504923, filed 22 Jun 2008 in IC 028, pending. >>
- III. <<PERFECT GRIP, Ser. No. 77504924, filed 22 Jun 2008 in IC 028, pending. >>
- JJJ. <<PERFECT LUNGE, Ser. No. 77504925, filed 22 Jun 2008 in IC 028, pending.>>
- KKK. <<PERFECT POWER TOWER, Ser. No. 77504926, filed 22 Jun 2008 in IC 028, pending.>>

LLL. <<T-REX, Ser. No. 77534867, filed 30 Jul 2008 in IC 005, pending.>>
MMM.>>EE. NOX, Ser. No. 77534882, filed 30 Jul 2008 in IC 005, pending.>>
NNN. >>MOBILE UNIT, Ser. No. 77571270, filed 16 Sep 2008 in IC 028, pending.>>
OOO. <<PERFECT SHOT, Ser. No. 77571281, filed 16 Sep 2008 in IC 032, pending.>>
PPP. >>GUT SHOT, Ser. No. 77571285, filed 16 Sep 2008 in IC 032, pending.>>
QQQ. <<PERFORMANCE SHOT, Ser. No. 77571292, filed 16 Sep 2008 in IC 032, pending.>>
RRR. >>PRO SHOT, Ser. No. 77571297, filed 16 Sep 2008 in IC 032, pending.>>
SSS. <<CHICK SHOT, Ser. No. 77571303, filed 16 Sep 2008 in IC 032, pending.>>
TTT <<GIRL SHOT, Ser. No. 77571309, filed 16 Sep 2008 in IC 032, pending.>>
UUU. <<ZERO SHOT, Ser. No. 77571313, filed 16 Sep 2008 in IC 032, pending.>>
VVV. <<LEAN SHOT, Ser. No. 77572298, filed 17 Sep 2008 in IC 032, pending.>>
WWW. <<FIT SHOT, Ser. No. 77572302, filed 17 Sep 2008 in IC 032, pending.>>
XXX. <<KID SHOT, Ser. No. 77572306, filed 17 Sep 2008 in IC 032, pending.>>
YYY. <<SPORT SHOT, Ser. No. 77572328, filed 17 Sep 2008 in IC 032, pending.>>
ZZZ. >>ProXL, Ser. No. 77572355, filed 17 Sep 2008 in IC 028, pending.>>
AAAA. <<ProXP, Ser. No. 77572348, filed 17 Sep 2008 in IC 028, pending.>>
BBBB.>>ProXS, Ser. No. 77572359, filed 17 Sep 2008 in IC 028, pending.>>
CCCC.>>V2, Ser. No. 77572370, filed 17 Sep 2008 in IC 028, pending.>>
DDDD. <<PERFECT VITAMIN, Ser. No. 77572439, filed 17 Sep 2008 in IC 005, pending.>>
EEEE. >>PP3X, Ser. No. 77572460, filed 17 Sep 2008 in IC 005, pending.>>
FFFF. <<PERFECT PROTEIN, Ser. No. 77572479, filed 17 Sep 2008 in IC 005, pending.>>
GGGG. <<PERFECT MEAL, Ser. No. 77572493, filed 17 Sep 2008 in IC 005, pending.>>
HHHH. <<PERFECT (5 separate trademark applications, filing date 19 Sep 2008):>>
i. <<Ser. No. 77574460, IC 032 – energy drinks>>
ii. <<Ser. No. 77574480, IC 028 – manually-operated exercise equipment>>
iii. <<Ser. No. 77574490, IC 005 – nutritional supplements>>

- iv. ><Ser. No. 77574510, IC 041 – exercises instruction, routines related to manually-operated exercise equipment><
- v. ><Ser. No. 77574523, IC 025 – athletic apparel>