

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
Powergrid Fitness, Inc. n/k/a Interaction Laboratories, Inc.		12/09/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IA Labs CA, LLC
Street Address:	c/o Sachs Capital Fund I, LLC, 10516 Tulip Lane
City:	Potomac
State/Country:	MARYLAND
Postal Code:	20854
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2942770	KILOWATT
Registration Number:	2968760	POWERGRID
Registration Number:	2976003	
Registration Number:	3073399	KILOWATT SPARK
Registration Number:	3257041	EXER-STATION
Registration Number:	3240637	ISOCOR
Serial Number:	77455887	INTERACTION LABORATORIES
Serial Number:	77455901	

CORRESPONDENCE DATA

Fax Number: (301)230-2891
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 301-230-5242
 Email: evonvorys@srgpe.com
 Correspondent Name: Eric J. von Vorys

CH \$215.00 2942770

Address Line 1: 11921 Rockville Pike
Address Line 2: Third Floor
Address Line 4: Rockville, MARYLAND 20852

ATTORNEY DOCKET NUMBER:

113717.004

NAME OF SUBMITTER:

Eric J. von Vorys

Signature:

/EricJvonVorys/

Date:

12/11/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 11, 2008 (the "Effective Date"), is by and among Powergrid Fitness, Inc. (n/k/a Interaction Laboratories, Inc.), a Delaware corporation (the "Assignor"), and IA Labs CA, LLC, a Delaware limited liability company ("Assignee").

Recitals

R.1 Assignor owns certain intellectual property and the rights thereto as set forth on Exhibit A attached hereto (collectively, the "Intellectual Property").

R.2 In connection with that certain Intellectual Property Security Agreement dated December 11, 2008 (the "Security Agreement"), and subject to the terms and provisions hereof and thereof, Assignee desires Assignor to assign all right, title and interest in the Intellectual Property to Assignee and Assignor agrees to accept such assignment. Capitalized terms used but not defined in this Agreement shall have the respective meanings given thereto in the Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by reference, and the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- a. "Intellectual Property Rights" means: (i) collectively Patents, Inventions and Trademarks and (ii) any right to use or exploit any of the foregoing; and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.
- b. "Invention(s)" means any ideas, know-how, process, technology, development tool, concepts, design right, database right, data, information, discoveries, computer software, system, methodology, algorithm, invention, or improvements, whether patentable or unpatentable, whether or not they are made, conceived or reduced to practice during working hours or using Assignor's data or facilities.
- c. "Patent" means the rights granted by the U.S. Patent and Trademark Office to protect an Invention as defined in the Patent Act, 35 U.S.C. § 100 *et seq.*, as amended including without limitation the Patents set forth on Exhibit A.
- d. "Trademark" means any mark defined in the Lanham Act, 15 U.S.C. § 1127, as amended (whether registered or unregistered), including without limitation the Trademarks set forth on Exhibit A.

2. Trademarks. Subject to the Security Agreement (and effective only as and when provided for therein), Assignor hereby sells, assigns, conveys and transfers unto Assignee, to the fullest extent he is able, all of Assignor's right, title and interest in and to said Trademarks, together with the goodwill of the business symbolized by such Trademarks, the same to be held and enjoyed by Assignee for its own use, and for the term or terms for which said Trademarks have been registered as fully and entirely as the same would have been held and enjoyed by Assignor, including all rights

to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said Trademarks or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name.

3. Inventions and Patents.

- a. Subject to the Security Agreement (and effective only as and when provided for therein), the Assignor hereby sells, transfers, assigns, and sets over to the Assignee, and to its successors, assigns, and legal representatives, the entire right, title and interest in and to any Inventions which Assignor makes and has made, conceives and has conceived, reduces and has reduced to practice, (either solely or jointly with others), and which are related to Assignor's present or planned business, for the entire world, including (without limitation) the United States and all foreign countries, and to all Patents, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, and extensions to be obtained therefor, and in and to all rights of priority resulting from the filing of the Applications, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of the Inventions or Patents. With respect to all pending patent applications outstanding, the Commissioner of Patents at the U.S. Patent and Trademark Office is hereby authorized and requested to issue any and all Patents solely, in accordance with this Assignment, to the Assignee, its successors, legal representatives and assigns as the Assignee of the entire rights, title and interest therein.
- b. The Assignor further agrees to communicate to the Assignee or its representatives any facts known to the Assignor respecting any Inventions, and at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, reexamination, and extension applications, execute all necessary assignment papers to cause any and all of said Patents to be issued to the Assignee, make all rightful oaths and generally to do everything necessary or desirable to aid the Assignee, its successors and assigns, to obtain and enforce proper protection for the Invention in the United States and in any and all foreign countries.

For purposes of clarity: (x) no assignment or other transfer under Section 2 or this Section 3 shall be effective unless and until there has been an Event of Default; and (y) prior to an Event of Default, the Company shall own the title to the Intellectual Property and shall have the exclusive, non-transferable, indivisible right and license under the Intellectual Property to make, have made for it, use and sell the inventions disclosed and claimed in the Intellectual Property for the Company's own benefit and account and for none other.

4. Representations and Warranties. Assignor represents and warrants that: (i) Assignor owns all of the Intellectual Property Rights assigned hereunder unencumbered by any liens, security interest, or other rights or claims of any third party and Assignor has the power and authority to assign such Intellectual Property Rights to Assignee in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with such Intellectual Property Rights and no such Intellectual Property Rights have been adjudged invalid or unenforceable; (iii) Assignor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are

necessary to perform under this Agreement; and (v) Assignor has no obligations to any third party (whether by law or by contract) that could in any way prohibit Assignor from assigning such Intellectual Property Rights to Assignee. Assignor agrees to immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.

5. Assignee Covenants. Assignee hereby covenants and agrees to comply with any abide by the terms of the Security Agreement both prior to and after the effectiveness of any assignments under Section 2 and Section 3, above, including, without limitation, the terms of Section 12(b) of the Security Agreement.

6. Governing Law/Jurisdiction. To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the laws of the United States of America, excluding their conflicts of laws principles. To the fullest extent permitted by law and consistent with agreements entered into in Maryland, the controlling language of this Agreement is English and any translation Assignor has received has been provided solely for Assignor's convenience. Any action or suit related to this Agreement shall exclusively be brought in the Circuit Court sitting in Montgomery County, Maryland or the U.S. District Court for the District of Maryland, and the parties irrevocably submit and consent to such exclusive jurisdiction and waive any right they may have to seek any change of jurisdiction or venue or claim that any such action or proceeding has been brought in an inconvenient forum.

6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

7. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

8. Entire Agreement. This Agreement, together with the Security Agreement, constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing. In the event of any inconsistency in the terms hereof and of the Security Agreement, the terms of the Security Agreement shall control.

9. Counterparts. This Agreement may be executed in multiple 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 have caused this Agreement to be signed and sealed as of the Effective Date above written.

ASSIGNOR:

Powergrid Fitness, Inc.
(n/k/a Interaction Laboratories, Inc.)

By:  (SEAL)

Print Name: GREG MERRILL

Title: CEO

Date: 12/8/08

ASSIGNEE:

IA Labs CA, LLC

By: _____ (SEAL)

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the Effective Date above written.

ASSIGNOR:
Powergrid Fitness, Inc.
(n/k/a Interaction Laboratories, Inc.)

ASSIGNEE:
IA Labs CA, LLC

By: _____ (SEAL)

By: *Andy* (SEAL)

Print Name: _____

Print Name: *Andrew Sachs*


Title: _____

Title: *Managing Member*

Date: _____

Date: *12-9-08*

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property	Mark/Title	Reg. /Ser. No.	Reg. Date
TRADEMARKS			
	KILOWATT	2942770	4/19/2005
	POWERGRID	2968760	7/12/2005
	POWERGRID and Design	2976003	7/26/2005
	KILOWATT SPARK	3073399	3/28/2006
	EXER-STATION	3257041	9/26/2007
	ISOCOR	3240637	5/8/2007
	INTERACTION LABORATORIES	77/455887	Pending
		77/455901	Pending
PATENTS			
	Motion Platform System and Method of Rotating a Motion Platform About Plural Axes	7,033,176	4/25/2006
	Motion Platform System and Method of Rotating a Motion Platform About Plural Axes	11/360,994	Pending
	Computer Interactive Isometric Exercise System and Method for Operatively Interconnecting the Exercise System to a Computer System for Use as a Peripheral	7,121,982	10/17/2006
	Game Controller Support Structure and Isometric Exercise System and Method of Facilitating User Exercise During Game Interaction	10/806,280	Pending
	Configurable Game Controller and Method of Selectively Assigning Game Functions to Controller Input Devices	10/975,185	Pending
	Game Controller with Force Sensing Input Devices and Method of Measuring Applied Forces to Game Controller Input Devices to Interact with a Gaming Application	11/238,127	Pending
	Force Measurement System for an Isometric Exercise Device	7,331,226	2/19/2008
	Exercise System and Method of Facilitating User Exercise During Video Game Play	11/350,284	Pending
	Method and Apparatus for Operatively Controlling a Virtual Reality Scenario with an Isometric Exercise System	11/562,449	Pending
	Method and Apparatus for Operatively Controlling a Virtual Reality Scenario in Accordance with Physical Activity of a User	11/851,460	Pending
	Method and Apparatus for Operatively Controlling a Virtual Reality Scenario With a Physically Demanding Interface	11/372,231	Pending
	Rotary Game Controller and Method of Facilitating User Exercise During Video Game Play	11/672,653	Pending
	Exercise Gaming Device and Method of Facilitating User Exercise During Video Game Play	11/930,642	Pending
	Exercise Device for Controlling a Video Game	D510,391	10/4/2005
	Exercise Device for Controlling a Video Game	D514,627	2/7/2006
	Game Controller	D517,124	3/14/2006
	Exercise Interface/Gaming Device	29/297,138	Pending