

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**08/11/2009  
 900140690**

|                                      |  |                       |                        |
|--------------------------------------|--|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>              | NEW ASSIGNMENT   |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>         | MORTGAGE   |                       |                        |
| <b>CONVEYING PARTY DATA</b>          |  |                       |                        |
| <b>Name</b>                          | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>     |
| Body Masters Sports Industries, Inc. |  | 04/01/2009            | CORPORATION; LOUISIANA |
| <b>RECEIVING PARTY DATA</b>          |  |                       |                        |
| <b>Name:</b>                         | Rayne Properties, L.L.C.   |                       |                        |
| <b>Street Address:</b>               | 2727 S.E. Evangeline Thruway   |                       |                        |
| <b>City:</b>                         | Lafayette  |                       |                        |
| <b>State/Country:</b>                | LOUISIANA  |                       |                        |
| <b>Postal Code:</b>                  | 70508  |                       |                        |
| <b>Entity Type:</b>                  | LIMITED LIABILITY COMPANY; LOUISIANA   |                       |                        |
| <b>PROPERTY NUMBERS Total: 2</b>     |  |                       |                        |
| <b>Property Type</b>                 | <b>Number</b>  | <b>Word Mark</b>      |                        |
| Registration Number:                 | 1654412  | BODY MASTERS          |                        |
| Registration Number:                 | 2777780  | BASIX                 |                        |
| <b>CORRESPONDENCE DATA</b>           |  |                       |                        |
| <b>Fax Number:</b>                   | (504)582-1121  |                       |                        |
|                                      | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                        |
| <b>Email:</b>                        | wsharples@gordonarata.com  |                       |                        |
| <b>Correspondent Name:</b>           | Weston W. Sharples   |                       |                        |
| <b>Address Line 1:</b>               | 201 St. Charles Ave.   |                       |                        |
| <b>Address Line 2:</b>               | 40th Floor   |                       |                        |
| <b>Address Line 4:</b>               | New Orleans, LOUISIANA 70170   |                       |                        |
| <b>NAME OF SUBMITTER:</b>            | Weston W. Sharples   |                       |                        |
| <b>Signature:</b>                    | /Weston W. Sharples/   |                       |                        |
| <b>Date:</b>                         | 08/11/2009   |                       |                        |

OP \$65.00 1654412

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

Total Attachments: 65

- source=Sheriff's Deed#page3.tif
- source=Sheriff's Deed#page4.tif
- source=Sheriff's Deed#page5.tif
- source=Sheriff's Deed#page6.tif
- source=Sheriff's Deed#page7.tif
- source=Sheriff's Deed#page8.tif
- source=Sheriff's Deed#page9.tif
- source=Sheriff's Deed#page10.tif
- source=Sheriff's Deed#page11.tif
- source=Sheriff's Deed#page12.tif
- source=Sheriff's Deed#page13.tif
- source=Sheriff's Deed#page14.tif
- source=Sheriff's Deed#page15.tif
- source=Sheriff's Deed#page16.tif
- source=Sheriff's Deed#page17.tif
- source=Sheriff's Deed#page18.tif
- source=Petition for Executory Process Exhibits#page1.tif
- source=Petition for Executory Process Exhibits#page2.tif
- source=Petition for Executory Process Exhibits#page3.tif
- source=Petition for Executory Process Exhibits#page4.tif
- source=Petition for Executory Process Exhibits#page5.tif
- source=Petition for Executory Process Exhibits#page6.tif
- source=Petition for Executory Process Exhibits#page7.tif
- source=Petition for Executory Process Exhibits#page8.tif
- source=Petition for Executory Process Exhibits#page9.tif
- source=Petition for Executory Process Exhibits#page10.tif
- source=Petition for Executory Process Exhibits#page11.tif
- source=Petition for Executory Process Exhibits#page12.tif
- source=Petition for Executory Process Exhibits#page13.tif
- source=Petition for Executory Process Exhibits#page14.tif
- source=Petition for Executory Process Exhibits#page15.tif
- source=Petition for Executory Process Exhibits#page16.tif
- source=Petition for Executory Process Exhibits#page17.tif
- source=Petition for Executory Process Exhibits#page18.tif
- source=Petition for Executory Process Exhibits#page19.tif
- source=Petition for Executory Process Exhibits#page20.tif
- source=Petition for Executory Process Exhibits#page21.tif
- source=Petition for Executory Process Exhibits#page22.tif
- source=Petition for Executory Process Exhibits#page23.tif
- source=Petition for Executory Process Exhibits#page24.tif
- source=Petition for Executory Process Exhibits#page25.tif
- source=Petition for Executory Process Exhibits#page26.tif
- source=Petition for Executory Process Exhibits#page27.tif
- source=Petition for Executory Process Exhibits#page28.tif
- source=Petition for Executory Process Exhibits#page29.tif
- source=Petition for Executory Process Exhibits#page30.tif
- source=Petition for Executory Process Exhibits#page31.tif
- source=Petition for Executory Process Exhibits#page32.tif
- source=Petition for Executory Process Exhibits#page33.tif
- source=Petition for Executory Process Exhibits#page34.tif
- source=Petition for Executory Process Exhibits#page35.tif
- source=Petition for Executory Process Exhibits#page36.tif
- source=Petition for Executory Process Exhibits#page37.tif

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

source=Petition for Executory Process Exhibits#page38.tif  
source=Petition for Executory Process Exhibits#page39.tif  
source=Petition for Executory Process Exhibits#page40.tif  
source=Petition for Executory Process Exhibits#page41.tif  
source=Petition for Executory Process Exhibits#page42.tif  
source=Petition for Executory Process Exhibits#page43.tif  
source=Petition for Executory Process Exhibits#page44.tif  
source=Petition for Executory Process Exhibits#page45.tif  
source=Petition for Executory Process Exhibits#page46.tif  
source=Petition for Executory Process Exhibits#page47.tif  
source=Petition for Executory Process Exhibits#page48.tif  
source=Petition for Executory Process Exhibits#page49.tif

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

0200910105 Rayne Properties, Llc Vs Body Masters Sports Industries Inc.

The foregoing and hereunto attached writ of SEIZURE & SALE was received in my office on 01/29/09, and on the 19 day of FEBRUARY 2009, in execution thereof, I proceeded to seize and take into my possession the following described property of the defendant, situated within the Parish of Acadia, Louisiana, to-wit:

( SEE ATTACHED PROPERTY DESCRIPTION )

After having appointed RAYNE PROPERTIES, LLC as Sheriff's keeper of the afore-described property, on the 19 day of February, 2009, I caused written notice of said seizure to be served upon the defendant, setting forth substantially that I had seized said property as aforesaid, that after the delays prescribed by law, I would advertise the sale to take place at the principal front door of the Courthouse, Crowley, Acadia Parish, Louisiana commencing on Wednesday, the 01 day of April, 2009, at 10:00 o'clock a.m., for cash; and further summoning the said defendant to attend the sale at said time and place, to name an appraiser by 03/25/09, and to meet the appraiser of the plaintiff at the above designated place, at 9:00 o'clock a.m. on 03/27/09, to estimate the value of property seized.

On 02/26/09 and 03/27/09, I caused the sale of said property to be advertised in the English Language in the Crowley Post Signal a newspaper published daily except Saturday & Monday at Crowley, Louisiana and having a general circulation in the Parish of Acadia, which advertisement appeared in the issues of said newspaper for a period of more than 10/30 days, exclusive of the delays prescribed by law, giving public notice of said seizure and of my purpose to sell said property at the time and place

designated in the aforesaid notice of seizure; as all of which will more fully be made to appear by reference to the written appointment of said Sheriff's keeper and his acceptance thereof endorsed on the reverse side of said document, the aforesaid notice of seizure and to appoint an appraiser, together with return showing service thereof endorsed on the reverse side thereof, and the clipping of said advertisement from said newspaper, all hereunto annexed, made part hereof, and marked "A", "B" and "C" respectively.

**IMMOVABLE PROPERTY**

- (a) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (b) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Clins Children Class Trust.
- (c) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along the West boundary of Lot One (1) of Block Fifty-six (56) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) to the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.
- (d) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (e) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2), and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.

- (f) That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running back between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Place, Inc. through Robert P. Brennan, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less, to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and McGown Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.
- (h) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (i) That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvis Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (j) Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (l) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- (m) Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre', Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appurtenances, fixtures, rights, ways, privileges, advantages, batters, and batter rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 700 East Texas Street, Rayne, Louisiana 70578.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

- (a) Any and all of Debtor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Debtor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Debtor is lessor, goods to be furnished under contract for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements therefore, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Debtor to collect or enforce payment thereof, as well as to enforce any guaranties of the foregoing and security therefore, and all of Debtor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation, Debtor's books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto. Inventory includes inventory temporarily out of Debtor's possession or custody and all returns on accounts, chattel paper and instruments.
- (b) Any and all of Debtor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of Debtor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guaranties of the foregoing and security therefore, and all of Debtor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Debtor's insurance rights with regard thereto, and all present and future general intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation Debtor's account ledgers, books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto.
- (c) Any and all of Debtor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Debtor to collect or enforce payment thereof as well as to enforce any guaranties of the foregoing and security therefor, and all present and future general intangibles of Debtor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any



rights of Debtor with regard thereto. The foregoing includes, but is not limited to, the following:

| Description  | Model #         | Serial #      |
|--|-----------------|---------------|
| 1. Mazak Quick Turn - 20   | TN-20           | 122225        |
| 2. Jones Lamson Lathe (Turner)                                       | 7-A             | 201792        |
| 3. Mazak Lathe (Yamazaki)  | 870             | 81327         |
| 4. Warner & Swasey Lathe   | SBL400          | 20259         |
| 5. C&C Plasma Torch W/CNC  |                 |               |
| 6. Controls & Starter Box  |                 |               |
| 7. HAAS VF 3 (Vrt Milling)<br>w/Pallet System                        | SN15936         |               |
| 8. HAAS SL30T W/Servo Bar  | 62181           | 73            |
| 9. HAAS Vertical Machine W/ Chip<br>Conveyor System, Cooling System  |                 |               |
| 10. Spindle & Tank   | VF3APC          |               |
| 11. SMW Pallet System  | 250-SL-10050    |               |
| 12. (2) T-Slotted Pallets for SUS-250-S                              |                 |               |
| 13. Pallet Transfer Cart   |                 |               |
| 14. (2) Pallet Storage Racks   |                 |               |
| 15. Flexarm Tapping Arm (TA01)                                       | DL032B-44       | 4171B93       |
| 16. EX Cell O Tap Arm (TA03)   | 440V            | 7510226       |
| 17. Lagun-1100 Anilam Mill (ML02)                                    | FTV-2           | 902230064-5   |
| 18. Supermax Milling Machine (Scrap)                                 | ML06 H-4-A      | 85-0415631    |
| 19. Daren Auto Drill Sharpener                                       |                 |               |
| 20. (15) Lincoln Welders   | V-300           |               |
| 21. Morrison Keymaster (KRD1)  | 419024-L6       | K682121       |
| 22. Hyster-60 (FL1) (Poor Condition)                                 | 6-Ton           | 4890631       |
| 23. Hyster-60 (FL2)  |                 |               |
| 24. Hyster 80 XL-2   |                 |               |
| 25. GEKA (PU02) Hydrosop Iron Worker                                 | HYD-70          | 6157          |
| 26. Paint Baking Devilbiss Oven (OV02)                               | GO-506          | 76-69824      |
| 27. Finishing Oven - New England (OV03)                              | WALK-IN         | 3464          |
| 28. (2) Machblast Blasting Booth System<br>w/Filter & Dust Collector | #6              |               |
| 29. Heater & Paint Gun System  |                 |               |
| 30. Nordson Powder Coat System                                       |                 |               |
| 31. Misc. Office Furniture   |                 |               |
| 32. (17) Computers   |                 |               |
| 33. (2) New England Cranes (C01)                                     | 5 Ton           |               |
| 34. P & H Exp Lift   | 2 Ton           |               |
| 35. Overhead Crane (C04)-New England                                 | 3 Ton           |               |
| 36. Eucapas Press (PR01)   | 6 DT            |               |
| 37. ACU-Press (PR02)   | 75T             |               |
| 38. Pipe Bender  |                 |               |
| 39. Cam Bender (PR07)  |                 |               |
| 40. (2) Edelstad Drill Press   | DC 50           | 14143         |
| 41. Delta Band Saw   | SA 13           |               |
| 42. Archdale Radial Arm Drill  | 8100-266000     | 18            |
| 43. Leland & Gifford Multi-Head Drill - 4H 225P                      |                 |               |
| 44. Leland & Gifford Multi-Head Drill - 4H 9T51B8                    |                 | 10313         |
| 45. Leland & Gifford Multi-Head Drill - 4H 5K226A929                 |                 | 10123         |
| 46. Dust Collectors (Blasting Equipment)                             |                 |               |
| 47. Down Flo Collector W/Electrical Panel                            |                 | DFT4-16       |
| 48. Herzberg Edge Machine  | SK580           | P9201         |
| 49. Nordson Air Dryer  | R30A            | 6088404A23    |
| 50. (2) Craftsmen Band Saws (S10)                                    | 113-249311      | 7191-P0012    |
| 51. Kal. Tenbach Saw (SA01)  | KKS400DRNA      | 110082        |
| 52. Hyde-Mech Band Saw (SA03)  | H16             | B1093018      |
| 53. Hyde-Mech Saw (SA040)  | S-208           | 41194331      |
| 54. Jet Band Saw (SA06)  | JBS18           | 436356        |
| 55. Delta Radial Arm Saw (SA07)                                      |                 | 86CD6335      |
| 56. Rockwell Band Saw (SA08)   |                 |               |
| 57. Powermatic Table Saw (SA09)                                      |                 |               |
| 58. (3) Consow Sewing Machines                                       | H2264D4637      |               |
| 59. Rockwell Bank Saw (SA08)   |                 |               |
| 60. End Finishing Machine  | 660-50          | 66050-PR88332 |
| 61. Guide Rod (DR01) Bench Grinder                                   |                 |               |
| 62. Bench Grinder (GR02)   |                 |               |
| 63. Ingersoll Rand   | EP-1008         | Q7308-488B    |
| 64. Ingersoll Rand   | SSK2008-1-A0B13 | 2315QU79B     |
| 65. Ingersoll Rand   | CK219BU99189    |               |

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

(d) All general intangibles, choses in action and causes of action and all other intangible personal property and rights of Debtor of every nature and kind, now owned or hereafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Debtor to secure payment of any indebtedness. The foregoing includes, but is not limited to, the following:

1. Trademark - Body Masters - Serial No. 73770891
2. Trademark - Master Plan Turkey Fitness Programs - Serial No. 76071348
3. Trademark - Basix - Serial No. 76478052
4. Trademark - Body Masters - Serial No. 78372436

(c) Any and all of Debtor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale lease or other disposition of any of the foregoing.

Collateral shall also include any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the collateral. The word Collateral further includes any and all of Debtor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation, and other disposition of the collateral, including without limitation, any and all of Debtor's rights to enforce collection and payment of such proceeds.

Fixtures are and will be located on 200 & 700 East Texas Street, Rayne, Acadia Parish, Louisiana.

WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

No: 0200910105

On 03/27/09, I caused the afore-described property to be appraised by FRANK S. BROWN on behalf of the plaintiff, and RYNESS LEBLANC, JR. on behalf of the defendant, who, after having been by me duly sworn according to law, valued the same at the price of \$1265000.00 as appears by reference to their process-verbal of appraisal hereunto annexed, made part hereof, and marked "D".

The hour of 10:00 o'clock a.m., having arrived on said day of sale, I repaired to the place herein-above designated for the sale of property and in the presence of the bystanders there assembled, read in a loud and audible tone of voice the following specified documents, in the order following, to-wit: 1st, the foregoing writ of SEIZURE & SALE, 2nd, the foresaid newspaper advertisement of sale, 3rd, the mortgage certificate this day furnished me by the Clerk of Court and ex-Officio Recorder, in and for the Parish of Acadia, Louisiana, showing fourteen (14) encumbrances bearing on said property; which certificate is hereunto annexed, made part hereof and marked "E".

And in pursuance of the requirement of Article 679 of the Code of Practice, before commencing the crying of the afore-described property for sale, I announced to the bystanders, in a loud and audible tone of voice, that said property would be sold subject to all privileges and hypothecations of whatsoever kind they may be, with which same is burdened, and with the condition that the purchaser should pay in my hands whatever portion of the price for which the property should be adjudicated which might exceed the amount of the privileges and special mortgages to which said property is subject.

On the terms and conditions aforesaid, I proposed that a bid should be made for afore-described property, and began crying out the same for sale in a loud and audible tone of voice, when after so crying said property for a sufficient length of time, I adjudicated said property to Rayne Properties, L.L.C., I.D.# 26-3897235 domiciled at Lafayette Parish, Louisiana, for the sum of \$993755.00. The said bid being the last and highest by me received and the said purchaser paid into my hands the sum of \$38868.45 representing Court Cost which was distributed by me as follows:

|                             |           |             |
|-----------------------------|-----------|-------------|
| Price of adjudication ----- |           | \$993755.00 |
| Sheriff's Cost -----        | \$792.80  |             |
| Sheriff's Commission --     | 34312.65  |             |
| Clerk's Cost -----          | \$2416.50 |             |
| Crowley Post Signal ---     | \$761.50  |             |
| Appraisal Cost -----        | \$500.00  |             |
| Keeper -----                |           |             |
| Storage -----               |           |             |
| Parish Taxes -----          |           |             |
| City Taxes -----            |           |             |
| Notary Fee -----            | \$50.00   |             |
| Sheriff-Lafayette --        | \$35.00   | \$38868.45  |

Leaving a balance in the amount of \$954886.55 to apply to the writ, which writ was returned not satisfied.

PURSUANT to the authority vested in me by laws of the State of Louisiana, I hereby authorize the Clerk of Court in and for Acadia Parish, Louisiana, to erase and cancel from the records of their respective offices, all the incumbrances they have on record only so far as the within described property is concerned.

The within described property is sold subject to all superior mortgages, liens or encumbrances bearing on said property,

IN TESTIMONY WHEREOF I have hereunto affixed my hand and seal of office at Crowley, Acadia Parish, Louisiana, this April 01, 2009.

Wayne Melancon, Sheriff  
 ACADIA PARISH, LOUISIANA  
  
 Deputy Sheriff

Rayne Properties, Llc

Vs: No: 0200910105

Body Masters Sports Industries  
Inc.

Fifteenth Judicial District Court  
in and for the  
PARISH OF ACADIA  
State of Louisiana

Whereas, I, Wayne Melancon, Sheriff of the Parish of Acadia, by virtue of a writ of SEIZURE & SALE issued by order of the Honorable Fifteenth Judicial District Court in and for the Parish of Acadia, State of Louisiana in the matter of the above entitled and numbered suit and to me directed against the property of Body Masters Sports Industries Inc.

Body Masters Sports Industries Inc. the defendant in the above suit, did seize all and singular the rights, title, interest and demand of said defendant in and to the following mentioned and described property, situated within the Parish of Acadia, Louisiana, to-wit:

( SEE ATTACHED PROPERTY DESCRIPTION )

Whereas, having exposed the same to public sale for cash on WEDNESDAY the 01 day of April, 2009, within legal hours for Judicial sales, after all the requisite and legal formalities having been complied with and the terms and the conditions of the sale having been previously advertised in the English language for a period of 30 days in the Crowley Post Signal a newspaper published daily except Saturday and Monday in the City of Crowley Louisiana, and having a general circulation, in the Parish of Acadia, State of Louisiana, and the Recorder's Certificate of Mortgage bearing on said property having been read to the bystanders (which certificate is annexed to, and forms parts of my proces-verbal of the sale on file in the record of above numbered and entitled suit) and which terms and conditions having been proclaimed by me, said Sheriff, in a loud and audible tone of voice to

O: WESTON W. SHARPLES COMPANY: 201 ST. CHARLES AVE.

**IMMOVABLE PROPERTY**

- (a) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being all of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block Fifty-six (56) to the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (b) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, lying immediately South of and adjoining Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of said Block Fifty-six (56), 240 feet to a point; thence running in a southerly direction along the West boundary of public street, 220 feet; thence running West, 240 feet to a point; thence running North 220 feet to the point of beginning; said property measuring 240 feet running East and West by 220 feet running North and South, more or less, bounded on the North by Block No. Fifty-six (56) of the Cunningham Division to the City of Rayne, Louisiana; on the South by property of the estate of George K. Bradford, on the East by abandoned right of way of Texas and Pacific Railroad and on the West by property of Cline Children Class Trust.
- (c) That certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated between Block Fifty-five (55) and Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, and fronting 60 feet on the South side of East Texas Avenue (Highway 90) by a depth between equal and parallel lines of 120 feet; said property being further described as beginning at the Northeast corner of Lot Six (6) of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence from said point of beginning, running in an Easterly direction along the South boundary of East Texas Avenue (Highway 90) 60.0 feet, more or less, to the Northwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running South along the West boundary of Lot One (1) of Block Fifty-six (56) of the Cunningham Division, 120 feet to the Southwest corner of said Lot One (1) of Block Fifty-six (56) of the Cunningham Division; thence running West 60.0 feet, more or less, to the Southeast corner of Lot Six (6) of Block Fifty-five (55) to the Cunningham Division; thence running North along the East boundary of said Lot Six (6) of Block Fifty-five (55) of the Cunningham Division, 120.0 feet to the point of beginning.
- (d) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East half of Lot Three (3) and all of Lots Four (4), Five (5), and Six (6) all located in Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said division to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.
- (e) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2), and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana.

- (f) That certain tract or parcel of ground, together with all buildings and improvements situated thereon located immediately South of and adjoining Lots Five (5) and Six (6) of Block Fifty-five (55) the Cunningham Division to the City of Rayne, Louisiana, and being described as measuring 130 feet by 220 feet, more or less, fronting 130 feet on East South First Street, running back between parallel lines, a distance of 220 feet, more or less, said property being further described as beginning at the Southwest corner of Lot One (1) of Block Fifty-six (56) of the Cunningham Division to the City of Rayne, Parish of Acadia, State of Louisiana; thence running in a Southerly direction along the west boundary of that certain 240 foot by 225 foot parcel of ground acquired by Robert T. Cline, et ux, from Rayne Plane, Inc. through Robert P. Brennan, Bankruptcy Trustee, by deed dated January 19, 1985, recorded in Conveyance book Q-43, at page 625, Original Act No. 516286, records of Acadia Parish, Louisiana, to the Southwest corner thereof; thence running in a Westerly direction, 130.0 feet to a point; thence running in a Northerly direction along the East boundary of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana, 220 feet, more or less, to a point along the South boundary of Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana; thence running in an Easterly direction, 130 feet to the point of beginning.
- (g) Those certain lots or parcels of ground, together with all buildings and improvements situated thereon, known and described as being the East 25 feet of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition to said city on file and of record in the Office of the Clerk of Court for Acadia Parish, Louisiana; said property being bounded on the North by Block Fifty-five (55) of the Cunningham Division to the City of Rayne, Louisiana, and McGown Street, South by East South First Street and Lot Four (4) of Block Two (2) of the Bradford Addition, East by M. Constantin and West by the remainder of Lots One (1), Two (2) and Three (3) of Block Two (2) of the Bradford Addition to the City of Rayne, Louisiana.
- (h) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of Lot One (1) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (i) That certain lot or parcel of ground together with all buildings and improvements situated thereon being a portion of Lot Two (2) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, and more fully described as beginning at the Northwest corner of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence from said point of beginning running East along the North boundary of Lot Two (2) of Block Two (2) of the Cunningham Addition, 18.30 feet to a point; thence running South along the West boundary line of property owned by Elvis Daigle, 79 feet to a point; thence running East along the South boundary line of property owned by Elvis Daigle, 21.70 feet, more or less, to the East boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana; thence running South along the East boundary line of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 41 feet to the Southeast corner of said Lot Two (2); thence running West along the South boundary of said Lot Two (2) of Block Two (2) of the Cunningham Addition, Rayne, Louisiana, 40 feet to the Southwest corner of said Lot Two (2); thence running North along the West boundary line of said Lot Two (2), 120 feet to the point of beginning.

- (j) Those certain lots or parcels of ground together with all buildings and improvements situated thereon known and described as being the West 59.60 feet of the South 32 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana.
- (k) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being the West 51 feet of the North 21 feet of Lot Seven (7) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of said addition of said city on file and of record in the office of the Clerk of Court for Acadia Parish, Louisiana. Said property being further shown on that certain plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.
- (l) That certain lot or parcel of ground together with all buildings and improvements situated thereon known and described as being all of the West 59.6 feet of Lot Nine (9) of Block Two (2) of the Cunningham Addition of the City of Rayne, Parish of Acadia, State of Louisiana, as per plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 545907, records of Acadia Parish, Louisiana.
- (m) Those certain lots or parcels of ground together with all buildings and improvements situated thereon being a portion of Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana; said property being further described as beginning at the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Louisiana; thence from said point of beginning running East along the North boundary of said Lot Eleven (11), 59.60 feet to a point; thence running South 02 degrees 05 minutes West, 30.70 feet to a point; thence running North 88 degrees 00 minutes West, 59.60 feet to a point; thence running North 02 degrees 02 minutes East, 30.0 feet, more or less, to the Northwest corner of said Lot Eleven (11) of Block Two (2) of the Cunningham Addition to the City of Rayne, Parish of Acadia, State of Louisiana. Said property being further shown on that plat of survey prepared by Edmond E. Dupre, Jr., Registered Land Surveyor, dated January 5, 1979, a copy of which is attached to and made part of an act of sale from Anna Marie Heinen Privat, et al, to Robert T. Cline and Sherran LeBlanc Cline dated January 11, 1979, recorded in Conveyance Book U-36, at page 531, Original Act No. 454907, records of Acadia Parish, Louisiana.

Together with any and all present and future building(s), constructions, component parts, improvements, attachments appurtenances, fixtures, rights, ways, privileges, advantages, burdens, and burden rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged property in accordance with the Louisiana Civil Code.

The real property or its address is commonly known as 200 & 700 East Texas Street, Rayne, Louisiana 70578.

- (a) Any and all of Debtor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Debtor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Debtor is lessor, goods to be furnished under contract for services, materials used or consumed in Debtor's business, whether held by Debtor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements therefore, and all accessories, attachments, and acccessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Debtor to collect or enforce payment thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Debtor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation, Debtor's books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto. Inventory includes inventory temporarily out of Debtor's possession or custody and all returns on accounts, chattel paper and instruments.
- (b) Any and all of Debtor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of Debtor's rights and remedies to collect and enforce payment and performance thereof, as well as to enforce any guarantees of the foregoing and security therefor, and all of Debtor's present and future rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Debtor's insurance rights with regard thereto, and all present and future general intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation Debtor's account ledgers, books, records, files, computer disks and software, and all rights that Debtor may have with regard thereto.
- (c) Any and all of Debtor's now owned and hereafter acquired equipment, machinery, furniture, furnishings and fixtures of every type and description, and all accessories, attachments, acccessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any equipment purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, any rights of Debtor to collect or enforce payment thereof as well as to enforce any guarantees of the foregoing and security therefor, and all present and future general intangibles of Debtor in any way related or pertaining to the ownership, operation, or use of the foregoing, and any



rights of Debtor with regard thereto. The foregoing includes, but is not limited to, the following:

| Description   | Model #         | Serial #      |
|---|-----------------|---------------|
| 1. Mazak Quick Turn - 20  | TN-20           | 122225        |
| 2. Jones Lamson Lathes (Turret)   | 7-A             | 201792        |
| 3. Mazak Lathes (Yamazaki)  | E70             | 81327         |
| 4. Warner & Swasey Lathes   | SBL400          | 20239         |
| 5. C&C Plasma Torch W/CNC   |                 |               |
| 6. Controls & Starter Box   |                 |               |
| 7. HAAS VF 3 (Vrt. Milling)<br>w/Pallet System  | SN15936         |               |
| 8. HAAS SL3DT W/Servo Bar   | 62181           | 73            |
| 9. HAAS Vertical Machine W/ Chip<br>Conveyor System, Cooling System<br>Spindle & Tank | VF3APC          |               |
| 10. SMW Pallet System   | 250-SL-10050    |               |
| 11. (2) T-Slotted Pallets for SUS-250-S   |                 |               |
| 12. Pallet Transfer Cart  |                 |               |
| 13. (2) Pallet Storage Racks  |                 |               |
| 14. Flexarm Tapping Arm (TA01)  | DL052B-44       | 4171893       |
| 15. BK Cell O Tap Arm (TA03)  | 440V            | 7510226       |
| 16. Lagun-1100 Andiam Mill (ML02)   | FTV-2           | 902230064-S   |
| 17. Supermax Milling Machine (Scrap)  | ML06 H-4-A      | 85-0415631    |
| 18. Darex Auto Drill Sharpener  |                 |               |
| 19. (15) Lincoln Welders  | V-300           |               |
| 20. Morrison Keyseater (KED1)   | 419024-LS       | K682121       |
| 21. Hyster-60 (FL1) (Poor Condition)  | 6-Ton           | 4890631       |
| 22. Hyster-60 (FL2)   |                 |               |
| 23. Hyster 80 XL-2  |                 |               |
| 24. GEKA (FU02) Hydracrop Iron Worker   | HYD-70          | 6157          |
| 25. Paint Baking Devilbiss Oven (OV02)  | GO-306          | 76-69824      |
| 26. Finishing Oven - New England (OV03)   | WALK-IN         | 3464          |
| 27. (2) Machblast Blasting Booth System<br>w/Filter & Dust Collector                  | #6              |               |
| 28. Heater & Paint Gun System   |                 |               |
| 29. Nordson Powder Coat System  |                 |               |
| 30. Misc. Office Furniture  |                 |               |
| 31. (17) Computers  |                 |               |
| 32. (2) New England Cranes (C01)  | 5 Ton           |               |
| 33. F & H Zip Lift  | 2 Ton           |               |
| 34. Overhead Crane (C04)-New England  | 3 Ton           |               |
| 35. Buehler Press (PR01)  | 6 DT            |               |
| 36. ACU-Press (PR02)  | 75T             |               |
| 37. Pipe Bender   |                 |               |
| 38. Cam Bender (PR07)   |                 |               |
| 39. (2) Edelstad Drill Press  | DC 50           | 14143         |
| 40. Delta Band Saw  | SA 13           |               |
| 41. Archdale Radial Arm Drill   | 8100-266000     | 18            |
| 42. Leland & Gifford Multi-Head Drill - 4H 225P                                       |                 |               |
| 43. Leland & Gifford Multi-Head Drill - 4H 9T51B8                                     |                 | 10313         |
| 44. Leland & Gifford Multi-Head Drill - 4H 5K226A929                                  |                 | 10123         |
| 45. Dust Collectors (Blasting Equipment)  |                 |               |
| 46. Down Flo Collector W/Electrical Panel   |                 | DFT4-16       |
| 47. Basinharp Edge Machine  | SK580           | P9201         |
| 48. Nordson Air Dryer   | R30A            | 60884G4A23    |
| 49. (2) Craftsman Band Saws (S10)   | 113-243311      | 7191-F0012    |
| 50. Kal, Tenbach Saw (SA01)   | KK5400DRNA      | 110082        |
| 51. Hyde-Meech Band Saw (SA03)  | H16             | B1093018      |
| 52. Hyde-Meech Saw (SA040)  | S-208           | 41194331      |
| 53. Jet Band Saw (SA06)   | J8S18           | 436356        |
| 54. Delta Radial Arm Saw (SA07)   |                 | 86CD6335      |
| 55. Rockwell Band Saw (SA08)  |                 |               |
| 56. Powermatic Table Saw (SA09)   |                 |               |
| 57. (3) Consow Sewing Machines  | H2264D4637      |               |
| 58. Rockwell Band Saw (SA08)  |                 |               |
| 59. End Finishing Machine   | 660-50          | 66050-PR88332 |
| 60. Guide Rod (DR01) Bench Grinder  |                 |               |
| 61. Bench Grinder (GR02)  |                 |               |
| 62. Ingersoll Rand  | HF-1008         | Q7308-488B    |
| 63. Ingersoll Rand  | SSK2008-1-A0B13 | 2315QU79B     |
| 64. Ingersoll Rand  | CK219BU99189    |               |
| 65. Ingersoll Rand  |                 |               |

(d) All general intangibles, choses in action and causes of action and all other intangible personal property and rights of Debtor of every nature and kind, now owned or hereafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key employees on which Debtor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Debtor to secure payment of any indebtedness. The foregoing includes, but is not limited to, the following:

1. Trademark - Body Masters - Serial No. 73770891
2. Trademark - Master Plan Turnkey Fitness Programs - Serial No. 76071348
3. Trademark - Basic - Serial No. 76478052
4. Trademark - Body Masters - Serial No. 78372436

(e) Any and all of Debtor's now owned or hereafter acquired fixtures and other real estate related goods, furnishings and accessories, and all attachments, accessions, substitutions, replacements and additions thereto or therefor, whether added now or later, and all proceeds derived or to be derived therefrom, including without limitation any fixtures purchased with the proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale lease or other disposition of any of the foregoing.

Collateral shall also include any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the collateral. The word Collateral further includes any and all of Debtor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation, and other disposition of the collateral, including without limitation, any and all of Debtor's rights to enforce collection and payment of such proceeds.

Fixtures are and will be located on 200 & 700 East Texas Street, Rayne, Acadia Parish, Louisiana.

No: 0200910105

the bidders, previous to my commencing the crying of said property; when on the terms and conditions aforesaid, I adjudicated the aforementioned property to: Rayne Properties, L.L.C. L.D. 26-3897235

2727 S.E. EVANGELINE THRUWAY  
LAFAYETTE, LA 70508

his being the last and highest bid therefor in the sum \$993755.00

Now, therefore, know all men by these presents, that I the said Sheriff do, in consideration of the premises, and by virtue of the law in such cases made and provided, bargain, sell, assign, convey, set over and deliver unto the said Rayne Properties, L.L.C. heirs and assigns, and assigns, all rights, title, interest and demand which the said Body Masters Sports Industries Inc.

had in and to the afore-described property on the 01 day of April, 2009, or at any time since had, to have to hold, unto the said Rayne Properties, L.L.C. his heirs and assigns, forever, and assigns, forever.

In faith whereof, witness my official signature and seal, given at Crowley, Louisiana, in the presence of two (2) undersigned competent witnesses, this 01 day of April, 2009.

WITNESSES:

Ladine M. Rudick

Shirley M. Blissett

WAYNE MELANCON, SHERIFF  
Acadia Parish, Louisiana

By: [Signature]  
Deputy Sheriff

STATE OF LOUISIANA  
PARISH OF ACADIA  
I hereby certify that the above and foregoing is a true and correct copy of the original of the same as the same is on file in this office in the Parish of Acadia, Louisiana, and in Conveyance Book No. 402 of said Parish, Louisiana, on the 01 day of May, A.D. 2009.  
[Signature]  
Deputy Clerk

15<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ACADIA

STATE OF LOUISIANA

DOCKET NO. 200910105

DIV: "I"

RAYNE PROPERTIES, LLC

VERSUS

BODY MASTERS SPORTS INDUSTRIES, INC.

FILED: \_\_\_\_\_

DEPUTY CLERK

RECEIVED  
JAN 28 P 3 21  
CLERK OF COURT  
ACADIA PARISH

**VERIFIED PETITION FOR EXECUTORY PROCESS  
AND APPOINTMENT OF KEEPER**

NOW INTO COURT, through undersigned counsel, comes plaintiff, Rayne Properties, LLC ("Rayne"), a Louisiana limited liability company, which respectfully represents that:

1.

Made defendant herein is Body Masters Sports Industries, Inc. ("Body Masters"), a Louisiana business corporation.

2.

Venue is proper in this court under Louisiana Code of Civil Procedure article 2633 because the property subject to the Mortgage and Security Agreement identified herein is situated in Rayne, Acadia Parish, Louisiana.

**I. FACTS AND ALLEGATIONS**

3.

By Notarial Act of Transfer, Endorsement and Assignment of Notes, Related Rights, and Collateral and Security Documents dated December 24, 2008 (the "Notarial Act of Transfer"), Bank of Commerce & Trust Company (the "Bank") transferred, endorsed, assigned, sold, delivered and set over, without recourse, unto Rayne, its successors and assigns, all of the Bank's right, title and interest in and to the Note, Collateral Mortgage Note, Mortgage, Security Agreement and related documents specifically identified and incorporated herein. Rayne is thus the proper party Plaintiff in this action. A certified copy of the Notarial Act of Transfer is attached as Exhibit "A" and its terms are incorporated herein by reference.

GAM08-Lo047431\_1.DOC

**The Note, Collateral Mortgage Note, and the Collateral Mortgage**

4.

*Rayne is the holder and owner for value and before maturity of a certain Promissory Note (the "Note") executed by Body Masters through its president, Glenn B. Foreman, payable to the order of the Bank in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), dated as of March 31, 1999, the Note bears interest on the principal amount assessed on a variable rate basis at the rate per annum equal to 1.0% percentage point over the Index provided in the Note, as the Index may be adjusted from time to time, one or more times, but not more often than each first day of each calendar quarter, with the interest rate never to exceed that maximum amount allowed by law. The Index rate as of March 31, 1999, was 7.75% per annum, making the initial interest rate for the Note 8.75%. The original Note is attached as Exhibit "B" and its terms are incorporated herein by reference.*

5.

*On March 31, 1999, Body Masters executed a Pledge of Collateral Mortgage Note pursuant to which Body Masters pledged a Collateral Mortgage Note to the Bank in order to secure the Note. The original Pledge of Collateral Mortgage Note is attached as Exhibit "C" and its terms are incorporated herein by reference. The Collateral Mortgage Note executed by Body Masters through its president, Glenn B. Foreman, is payable to the order of Bearer on demand in the principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), dated as of March 30, 1999, and bears interest at a rate of twelve percent (12%) per annum on the unpaid principal balance (the "Collateral Mortgage Note"). The original Collateral Mortgage Note is attached as Exhibit "D" and its terms are incorporated herein by reference.*

6.

*The Collateral Mortgage Note was paraphed "Ne Varistur" for identification with an Act of Collateral Mortgage, also owned by Rayne, dated as of March 30, 1999, and passed before James D. Landry, Notary Public in and for the Parish of Acadia, State of Louisiana, and two competent witnesses (the "Collateral Mortgage"). The Collateral Mortgage was recorded March 30, 1999, under Entry No. 639625 in the Mortgage Records of Acadia Parish, Louisiana. A certified copy of the Collateral Mortgage is attached as Exhibit "E" and incorporated herein by*

OAMDB-LAM7433\_1.DOC

-2-