

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state of organization of the Receiving Party from California to Delaware previously recorded on Reel 003974 Frame 787. Assignor(s) hereby confirms the Assignment..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		06/05/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Rock Fit, LLC
Street Address:	4710 S. Eastern Avenue
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1552033	ELASTA-TIGHT
Registration Number:	1564698	AERODYNAMICS
Registration Number:	2366639	DRY-WIK
Registration Number:	2378205	WEEKEND BY MARIKA
Registration Number:	2743833	KISS THE SKY
Registration Number:	2998838	MARIKA.COM
Registration Number:	3016107	MARIKA
Registration Number:	2986172	
Registration Number:	2941901	AKIRAM
Registration Number:	3024638	ICONTMG
Registration Number:	3001254	THE BALANCE COLLECTION BY MARIKA

CORRESPONDENCE DATA

900147567

**TRADEMARK
 REEL: 004095 FRAME: 0807**

OP \$290.00 1552033

Fax Number: (914)472-1551
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 935 5700
Email: scarsdale@colucci-umans.com
Correspondent Name: Frank J. Colucci
Address Line 1: 218 East 50th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	D777-000 ROCK FIT LLC
NAME OF SUBMITTER:	Frank J. Colucci
Signature:	/frank j. colucci/
Date:	11/13/2009

Total Attachments: 45

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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04/02/2009
 900130887

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		06/05/2008	CORPORATION: CALIFORNIA

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Registration Number:	2988172	
Registration Number:	3016107	MARIKA
Registration Number:	2998838	MARIKA.COM
Registration Number:	3001254	THE BALANCE COLLECTION BY MARIKA
Registration Number:	2378205	WEEKEND BY MARIKA

CORRESPONDENCE DATA	
Fax Number:	(914)472-1551
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$290.00 1564698

Phone: 212 935 5700
Email: scarsdale@colucci-umans.com
Correspondent Name: Frank J. Colucci
Address Line 1: 218 East 50th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	D777-000 GENERAL
NAME OF SUBMITTER:	Frank J. Colucci
Signature:	/frank.j.colucci/
Date:	04/02/2009

Total Attachments: 42

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 5th day of June, 2008 by and between Insolvency Services Group, Inc. as assignee under a general assignment for the benefit of creditors of The Marika Group, Inc. ("Seller") for the benefit of Rock Fit, LLC ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of June 5, 2008 (the "Agreement"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, acquire and accept, the Acquired Assets, in each case all upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to Section of the Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer all right, title and interest in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. **Assignment.** On and subject to the terms and conditions of the Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all right, title and interest in, to and under the Intellectual Property, including, without limitation, the Intellectual Property set forth in Exhibit B of the Agreement, the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Intellectual Property is or may be licensed, granted or reissued as entirely as the same would have been held and enjoyed by Seller had this sale, assignment, transfer, conveyance and delivery not been made (excluding any actions by Buyer following such sale, assignment, transfer, conveyance and delivery); together with all claims for damages by reason of past infringements of the Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller acknowledges that it shall have no further rights to the Intellectual Property, including, without limitation, any licenses to the Intellectual Property, and that any further modification, improvement or invention by Buyer based on or in connection with the Intellectual Property will be solely owned by Buyer.
2. **Power of Attorney.** Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Buyer or to protect the same or to enforce any claim or right of any kind with respect thereto. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.
3. **Further Assurances.** At any time and from time to time after the date hereof, at Buyer's reasonable request and without further consideration therefor, Seller agrees that it will execute and deliver to Buyer such other instruments of sale, assignment, transfer, conveyance

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and delivery, provide such materials and information and take such other actions, as may reasonably be necessary in order more effectively to assign, transfer and convey unto Buyer, or confirm Buyer's title or rights in or to, all of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto, to put Buyer in actual possession and control of the Intellectual Property assigned, transferred and conveyed by Seller to Buyer pursuant hereto to the full extent permitted by applicable law, and to assist Buyer in exercising and enjoying all rights and benefits appurtenant thereto.

4. **Conflict with Agreement.** Buyer and Seller hereby acknowledge and agree that the provisions of this Assignment shall not limit nor enlarge the full force and effect of the terms and provisions of the Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail, govern and control in all respects without limitation.

5. **Amendments; Waiver.** This Assignment may not be amended, modified or supplemented except (a) by an instrument in writing signed by, or on behalf of, the parties hereto or (b) by a waiver. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Assignment. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

6. **Headings; Interpretation.** The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment.

7. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. **Assignment.** This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS OF EACH PARTY ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

10. **Counterparts.** This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be

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deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INSOLVENCY SERVICES GROUP, INC. as
assignee under a general assignment for the benefit
of creditors of The Marika Group, Inc.

By _____

Its _____

ROCK FIT, LLC

By _____

Name:

Title:

TRADEMARK

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deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF. Seller and Buyer have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INSOLVENCY SERVICES GROUP, INC. as
assignee under a general assignment for the benefit
of creditors of The Marika Group, Inc.

By _____
Its _____

ROCK FIT, LLC

By *[Signature]* 6-4-08
Name: FRANK ZARABI
Title: MEIR

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of June 5, 2008, is entered into by and between Rock Fit, LLC, a California limited liability company, or its designee ("Buyer"), and Insolvency Services Group, Inc., a California corporation ("Seller"), solely in its capacity as the assignee for the benefit of the creditors of The Marika Group, Inc., a California corporation ("Debtor").

RECITALS

A. The Debtor was in the business of selling women's fitness and active clothing (the "Business").

B. The Seller is a California corporation engaged in the business of providing certain insolvency-related services including, without limitation, acting as assignee under general assignments for the benefit of creditors.

C. On May 20, 2008, prior to execution of this Agreement, the Debtor assigned and transferred to the Seller, as assignee, all of its right, title and interest in and to all of its tangible and intangible assets for the benefit of creditors pursuant to California law and the General Assignment, a copy of which is attached hereto as Exhibit A ("Assignment"). Seller has accepted the Assignment.

D. At the time of the Assignment, certain assets of the Debtor were subject to and encumbered by, among others, a security interest and lien securing indebtedness of the Debtor to The CIT Group/Commercial Services, Inc. ("CIT"). The Debtor's indebtedness to CIT at the time of the Assignment was approximately [REDACTED] Dollars ([REDACTED]) ("CIT Indebtedness"). CIT's security interest in certain of the Debtor's assets was perfected by, among other things, the filing of UCC-1 Financing Statements executed by the Debtor with the California Secretary of State as reflected in Exhibit E attached hereto ("CIT Lien").

E. At the time of the Assignment, the assets of the Debtor were also subject to an attachment lien recorded by FTC Commercial Corporation ("FTC"). The Debtor's indebtedness to FTC at the time of the Assignment was approximately [REDACTED] Dollars ([REDACTED]) ("FTC Indebtedness"). FTC's attachment lien against the Debtor's assets is reflected by the filing of a notice of lien with the California Secretary of State as reflected in Exhibit E attached hereto ("FTC Lien").

F. The Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain assets defined herein below as the "Acquired Assets", on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and recitals, the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

“**Business**” means the Debtor’s business existing immediately prior to the Assignment.

“**Claim**” means any pending contest, claim, demand, assessment, action, cause of action, complaint, litigation, proceeding, hearing or notice involving any Person.

“**Closing**” means the time at which the purchase and sale of the Acquired Assets contemplated by this Agreement will take place.

“**Closing Date**” means June 5, 2008, no later than 5:00 p.m. Pacific Time, unless extended in writing by the Buyer and Seller.

“**Contracts**” means all oral or written contracts, agreements (whether pertaining to real property or personal property), license agreements, leases, subleases, distribution arrangements, sales and purchase agreements, and purchase and sale orders to which Debtor is a party.

“**Copyrights**” shall mean all copyrights, copyright registrations, and applications therefore and all other rights corresponding thereto throughout the world.

“**Intellectual Property**” shall mean, collectively, Technology and Intellectual Property Rights.

“**Intellectual Property Rights**” shall mean any and all rights in, arising out of, or associated with the following: (i) Patents; (ii) Copyrights; (iii) Trade Secrets; (iv) Trademarks; (v) Internet Properties; and (v) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

“**Internet Properties**” shall mean all universal resource locators, World Wide Web addresses, sites, and domain names and all applications and registrations therefore.

“**Liability**” means any direct or indirect indebtedness, liability, Claim, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise.

“**Liens**” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, priority, pledge, charge, conditional sale, title retention agreement, financing lease or other encumbrance or similar right of others, or any agreement to give any of the foregoing.

“**Patents**” shall mean all United States and foreign patents and utility models and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures.

“**Person**” means an individual, partnership, limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“Technology” means any and all of the following tangible or intangible items or things, in any format: (i) computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools, and user interfaces, including documentation, annotations, or comments, and including all related algorithms, data and data structures; (ii) information, invention disclosures, know-how, show-how, techniques, algorithms, routines, works of authorship, processes, devices, prototypes, test methodologies, hardware development tools, materials that document design or design processes (including failed designs), or that document research or testing (both design, processes and results); (iii) databases, data collections and libraries; (iv) any content (including textual, visual, or graphics content); and (v) any media on which any of the foregoing is recorded, and any other tangible embodiments or copies of any of the foregoing.

“Trademarks” shall mean all of the following: trade names, logos, common law trademarks, and service marks, trademark, and service mark registrations and applications therefore (including intent to use applications) and all goodwill associated therewith throughout the world.

“Trade Secrets” means all worldwide trade secret rights and other rights in know-how, show-how, technical data, and any other proprietary and confidential information.

ARTICLE 2. PURCHASE AND SALE

2.1 Purchase of Acquired Assets. Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in, to and under all of the tangible and intangible assets of the Seller, wherever located, that are used in, or useful or necessary to the operation of the Business (collectively, the “Acquired Assets”), except for the Excluded Assets as described in Section 2.2 below. The Acquired Assets shall include, without limitation, all assets set forth in Exhibit B attached hereto, together with replacements thereof and additions thereto. Upon Closing, title to all of the Acquired Assets shall pass to Buyer, and Seller shall make available to Buyer possession of all of the Acquired Assets, and shall further execute assignments, conveyances and/or bills of sale necessary to convey to Buyer title to all the Acquired Assets and to effect or evidence the transfers contemplated hereby, including, without limitation, the Bill of Sale in the form attached hereto as Exhibit C, and Assignment of Intellectual Property in substantially the form attached hereto as Exhibit D.

2.2 Excluded Assets. Buyer is not acquiring, and the Acquired Assets shall not include, any assets or properties of the Business or of Seller set forth below (collectively, the “Excluded Assets”):

2.2.1 All cash or cash equivalents (“Cash”), except for all cash equal to all on-line, internet based customer sale orders received by Debtor or Seller through the Closing Date, which, as of the Closing Date, have not been fulfilled by Debtor or Seller, and which Buyer agrees to fulfill;

2.2.2 Loans or advances due to the Debtor from its employees, shareholders or officers, and accounts receivable which have been factored or otherwise assigned to CIT prior to the Closing Date;

- 2.2.3 Deposits and refunds due to the Debtor including those from any Contracts unless such deposits or refunds are due from third parties to any Assumed Contracts as such term is defined in Section 2.6 below, in which case they shall be deemed to be Acquired Assets;
- 2.2.4 All avoidance actions including, without limitations, the Seller's right, as assignee, to prosecute preference claims pursuant to California Code of Civil Procedure §1800 and fraudulent transfer claims pursuant to California Civil Code §3439 *et. seq.* and other litigation claims, including claims against former officers, directors and employees of the Debtor, available to the Seller under applicable law;
- 2.2.5 Any personal property which is subject to a lease or rental agreement (i.e. copiers, postage machine etc.); *provided, however*, Buyer may assume, and designate as an Acquired Asset, any lease or rental agreement between the Debtor and third parties in accordance with Section 2.6 herein below;
- 2.2.6 All Contracts except for Assumed Contracts as described in Section 2.6. below; and
- 2.2.7 All books of account, general, financial records, invoices, correspondence and other documents, records and files, user manuals, and all computer software and programs and any rights thereto used in, or relating to, the Business which are not removed from the Premises by June 20, 2008, or July 20, 2008 if the Buyer elects to use and occupy the Debtor's Premises (as defined in Section 2.7 herein below) and timely satisfies the notice and payment provisions of Section 2.7 herein below.

2.3 Purchase Price and Payment. The purchase price of the Acquired Assets ("Purchase Price") is \$ [REDACTED] plus applicable sales taxes in the amount of \$ [REDACTED] ("Sales Taxes") payable (subject to the terms of this Agreement or instructions executed in connection with this Agreement) at Closing. The Purchase Price shall be paid as follows: (a) a credit in the amount of \$ [REDACTED] representing a deposit paid by Buyer to Seller on or about May 22, 2008; and (b) \$ [REDACTED] plus the Sales Taxes in cash or cash equivalents.

2.4 Release of Liens. The Acquired Assets are sold free and clear of the CIT Lien and the FTC Lien that are identified on Exhibit E (i.e., Liens reflected on California UCC Search Report for Debtor dated May 22, 2008, all of which shall hereinafter be referred to herein as the "Recorded Liens"). As a condition to Closing, Seller shall deliver at Closing: (i) in the case of CIT a release executed by CIT in a form acceptable to Buyer pursuant to which CIT agrees to waive all claims, liens, security interests or encumbrances that it may have or assert against Buyer or any of the Acquired Assets; and (ii) in the case of FTC, the Seller shall provide a copy of its requests for release of attachment served on May 29, 2008 and June 3, 2008, and retain funds equal to the FTC Indebtedness ("Holdback") until the date that the FTC Lien is released by way of (a) receipt of a release document signed by FTC that is satisfactory to Buyer, or (b) by operation of law pursuant to the provisions of Sections 493.030 and 493.040 of the California Code of Civil Procedure and receipt by Buyer of written confirmation from the levying officer or

a court order that the attachment has been released, whichever occurs earlier ("Release Date"). Upon the Release Date the Seller is authorized to tender the Holdback to CIT.

2.5 Exclusion of Liabilities. The Buyer shall not assume or in any way be responsible for paying, performing or discharging any of Seller's or Debtor's Liabilities. Without limiting the generality of the foregoing, Buyer shall not assume or in any way be responsible for paying, performing or discharging any of the following:

- 2.5.1 Liabilities arising out of or related to the Claim of CIT, FTC, or any Person holding Recorded Liens;
- 2.5.2 Liabilities arising out of or related to Debtor's Business, including accrued payroll payable to the Debtor's or Seller's employees; and
- 2.5.3 Liabilities arising out of or related to Contracts which are not Assumed Contracts.

2.6 Assumed Contracts. The Buyer may, but shall have no obligation to, designate one or more Contracts that the Buyer desires to assume (each, a "Designated Contract"). The Buyer shall be permitted to designate any Designated Contract during the period beginning on the Closing Date and ending on the date that is seven (7) days following the Closing Date (the "Assumption Period"). In the event that the Buyer designates any Designated Contract during the Assumption Period, the Seller shall (i) if the Designated Contract does not require the consent of any third party, assign the Designated Contract to the Buyer as soon as practicable, and (ii) if the Designated Contract requires the consent of one or more third parties, take all reasonable actions requested by the Buyer (without cost to the Seller) to assist the Buyer in obtaining at the earliest practicable date any and all consents to the assignment to the Buyer of such Designated Contract. In the event consent of one or more third parties is necessary, the Seller will only assign a Designated Contract so long as any such party agrees to release the Seller from any liability arising after the effective date of the assignment. Any Designated Contract that is actually assigned to the Buyer, on terms satisfactory to the Buyer, shall be deemed an "Assumed Contract", and all "Assumed Contracts" shall be deemed to be included in the "Acquired Assets". The Buyer shall be responsible for all liabilities and obligations arising after the effective date of the assignment under any applicable Assumed Contract, and any cure payments for any liability or obligation arising out of or relating to a breach under any Assumed Contract which occurred prior to the assignment thereof, that any third party to an Assumed Contract may require payment of as a condition to assignment of an Assumed Contract.

2.7 Access to Leased Premises. The Buyer acknowledges that the Seller currently holds possession of the leased premises of the Debtor, located at 8960 Carroll Way, San Diego, California 92121 (the "Premises") pursuant to the provisions of California Civil Code § 1954.1. The Buyer shall have until June 30, 2008 to remove the Acquired Assets from the Debtor's Premises with the Buyer to pre-pay to the Seller \$ [REDACTED], which represents base rent in the amount of \$ [REDACTED] and common area maintenance and other charges in the estimated amount of \$ [REDACTED] due under the lease for the Premises ("Estimated Monthly Rent") for the month of June 2008. In the event that Buyer wishes to use and occupy the Premises after June 30, 2008, Buyer will both notify Seller in writing and pre-pay to Seller on or before June 20, 2008, the Estimated Monthly Rent in the amount of \$ [REDACTED] for the month of July 2008. The Buyer acknowledges that it is responsible to pay the Seller additional rent for use of the Premises to the

extent that the Estimated Monthly Rent is less than the actual rent for the Buyer's use and occupancy of the Premises. The Seller will refund to the Buyer the amount, if any, of the Estimated Monthly Rent that exceeds the actual rent for the Buyer's use and occupancy of the Premises. The Buyer acknowledges that upon Closing, it is responsible for procuring service for all utilities for the Premises, including without limitation, water, gas, electric, sewer, telephones and internet access. The Buyer is to remove all Acquired Assets and turn-over the Premises to Seller in "broom-clean" condition, except that, Buyer shall have no obligation and makes no promises herein to remove any Excluded Assets from the Premises. To the extent the Buyer wishes to use and occupy the Premises on or after July 31, 2008, the Buyer acknowledges that it must reach agreement with the landlord of the Premises in order to do so. The Buyer agrees that through June 30, 2008 (or July 31, 2008 if Buyer extends its use of the Premises as provided herein), the Seller will have access to the Premises in a manner that is not disruptive to Buyer's efforts to timely remove the Acquired Assets from such premises so that the Seller may continue its duties as assignee for the benefit of the Debtor's creditors with respect thereto and remove, discard or destroy any of the Excluded Assets. In the event Buyer desires to assume any lease agreement pertaining to the Premises, the provisions of Section 2.6 shall apply.

2.8 Risk of Loss. All risk of loss with respect to all Acquired Assets shall pass to the Buyer as of the Closing. Buyer acknowledges that the Seller will not be insuring any of the Acquired Assets as of the Closing and thereafter.

ARTICLE 3. CLOSING

3.1 Closing Date; Place of Closing. The Closing will take place at the offices of Winthrop Couchot Professional Corporation, 660 Newport Center Drive, Suite 400, Newport Beach, California 92660 on the Closing Date. All deliveries at the Closing will be deemed to take place simultaneously and no deliveries (including payment of the Purchase Price) will be deemed to have occurred until the conclusion of the Closing. The Closing will be deemed concluded upon the concurrence of Buyer, Seller and their respective counsel.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.2 Authorization for this Agreement. To the best of Buyer's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.3 Good faith. Buyer has no connection or relationship with Debtor or Seller, is not a successor to Debtor or Seller and the transactions contemplated herein are being entered into in good faith, and constitute an arms-length transaction, that was subject to an overbid process by the Seller.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 Corporate Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 Power and Authority; No Default Upon Transfer. As assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Seller. The Assignment was duly authorized by Debtor and is a valid agreement binding on the Debtor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Incorporation or Bylaws, or (ii) knowingly violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title to Acquired Assets. Seller sells, assigns, transfers and conveys all of its right, title and interest in and to the Acquired Assets to Buyer "as is" and "where is", with no representations or warranties as to merchantability, fitness or use.

5.4 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.5 Assignee. All rights of Seller with regard to the ownership and possession of the Acquired Assets are rights held as assignee pursuant to the Assignment made by Debtor. Pursuant to the Assignment, Debtor has transferred all of Debtor's right, title and interest in and to the Acquired Assets to Seller. Pursuant to this Agreement, Seller, solely in its capacity as assignee, sells, assigns, and transfers all of its right, title and interest in and to the Acquired Assets to Buyer.

5.6 Good faith. Seller has no connection or relationship with Debtor or Buyer, and the transactions contemplated herein are being entered into in good faith, and constitute an arms-length transaction, that was subject to an overbid process by the Seller.

ARTICLE 6. CONDITIONS TO CLOSING.

6.1 Conditions to Buyer's Obligations. The obligations of Buyer hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

6.1.1 Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

6.1.2 Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

6.1.3 Closing Obligations. All of Seller's Closing Obligations as set forth in Section 7.2 below have been met or satisfied.

6.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

6.2.1 Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

6.2.2 Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

6.2.3 Closing Obligations. All of Buyer's Closing Obligations as set forth in Section 7.1 below have been met or satisfied.

ARTICLE 7. CLOSING OBLIGATIONS.

7.1 Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller the following:

7.1.1 Payment of \$ [REDACTED] for the Acquired Assets, payment of \$ [REDACTED] representing Sales Taxes for the purchase of the Acquired Assets and \$ [REDACTED] representing the pre-paid Estimated Monthly Rent for the Premises for the month of June 2008, by wire transfer to Seller;

7.1.2 A duly executed Assignment of Intellectual Property, substantially in the form attached hereto as Exhibit D, signed by an authorized officer of Buyer on behalf of Buyer; and

7.1.3 A duly executed California Resale Certificate, substantially in the form attached hereto as Exhibit E, signed by an authorized officer of Buyer on behalf of Buyer.

7.2 Seller's Closing Obligations. At the Closing, Seller shall make available to Buyer the following:

7.2.1 Delivery to Buyer and possession by Buyer of the Acquired Assets;

7.2.2 A duly executed Bill of Sale and Assignment of Intellectual Property in substantially in the forms attached hereto as Exhibit C and Exhibit D, signed by an authorized officer of Seller on behalf of Seller; and

7.2.3 Duly executed release from CIT in a form acceptable to the Buyer, but in the case of FTC, Buyer acknowledges that it will not be presented with a formal release from FTC and that the FTC Lien will receive the treatment and the Buyer will be provided with the documents as set forth in accordance with Section 2.4 herein above.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 Further Assurances. From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Debtor's title to the Acquired Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that such additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

8.2 Record Retention. Buyer acknowledges that the Acquired Assets includes some of the Debtor's books, records, documents and other data, including electronic data and files that are at the Premises (collectively "Retained Documents"). Buyer agrees to keep the Retained Documents at its sole expense for a period of no less than one (1) year after the Closing Date. The Buyer further agrees the Seller will, on reasonable notice to the Buyer, have access to the Retained Documents for review and duplication (at the expense of the Seller) in a manner that is not disruptive to Buyer or Buyer's business so that the Seller may continue to fulfill its duties as assignee for the benefit of the Debtor's creditors.

8.3 Assignment. Before the Closing, the rights and obligations granted to and assumed by the Buyer under this Agreement may not be assigned by the Buyer to, and assumed by, any third party without the Seller's consent.

8.4 No Third Party Rights. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any Person other than the parties hereto, or make any Person a third party beneficiary of this Agreement, or to obligate either party to any Person other than the parties to this Agreement.

8.5 Entire Agreement. This Agreement and the schedules and attachments hereto contain the entire understanding between the parties hereto and supersedes any prior understanding, memoranda or other written or oral agreements between them respecting the within subject matter, including, without limitation, any prior proposals and correspondence. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein. No agreement by a party to delete or substitute proposed terms or provisions during the negotiation of this Agreement shall in any way be used or held against that party.

8.6 Modification; Waiver. No supplement, modification or amendment to this Agreement shall be binding unless evidenced by a writing signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.7 Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, then such provision, to the extent permitted by the court, will not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

8.8 Notices. Unless otherwise provided in this Agreement, all notices required under this Agreement shall be in writing and shall be effective for all purposes upon receipt by either a party or such party's counsel as set forth in this section, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid or (iv) confirmed transmittal by telecopier or facsimile, addressed as follows:

To Seller: Insolvency Services Group, Inc.
 21031 Ventura Blvd., Suite 601
 Woodland Hills, California 91364-2203
 Attn: Joel B. Weinberg
 Facsimile: (818) 594-8828

with a copy to: Richard H. Golubow
 Winthrop Couchot Professional Corporation
 660 Newport Center Drive, Suite 400
 Newport Beach, California 92660
 Facsimile: (949) 720-4111

To Buyer: Rock Fit, LLC
 4710 S. Eastern Ave.
 Commerce, California 90040
 Attn: Frank Zarabi
 Facsimile: (323) 278-9261

with a copy to:

Ron Bender
Levene, Neale, Bender, Rankin & Brill LLP
10250 Constellation Blvd., Suite 1700
Los Angeles, California 90067
Facsimile: (310) 229-1244

Either party may change its address by written notice to the other party in the manner set forth above. Receipt of communications by United States first class certified or registered mail will be sufficiently evidenced by return receipt, and receipt of communications transmitted by telecopier or facsimile, shall be deemed to have been received upon transmission, provided that such notice is also sent by overnight express courier for delivery on the following day. To the extent feasible, in the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

8.9 Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed under, and the legal relations between the parties hereto shall be determined by the law of the State of California and applicable federal law. Any legal action taken with respect to this Agreement shall be determined in a court of competent jurisdiction located in the County of Los Angeles, State of California.

8.10 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

8.11 Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

8.12 Fair Meaning. This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties to express their mutual intent, and no presumption or rule of strict construction will be applied against any party.

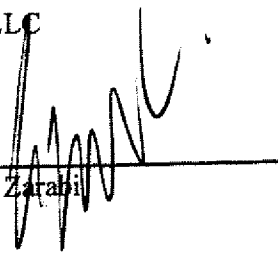
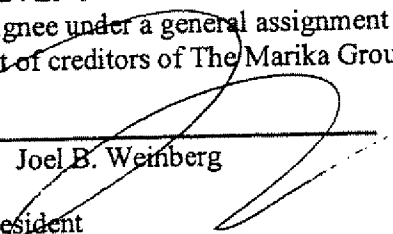
8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument enforceable in accordance with its terms. This Agreement may be executed by telecopied signatures and any such signature shall be valid and binding. Each party providing a telecopied signature shall use its best efforts to deliver, as soon as practicable, an original signature.

8.14 Fees and Costs. All expenses involved in the preparation, authorization and consummation of this Agreement including, without limitation, all fees and expenses of agents, representatives, counsel and accountants, shall be borne solely by the party which shall have incurred the same, and the other party shall have no liability with respect thereto. However, in the event of any controversy or dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including, without limitation, attorneys' fees and reasonable costs incurred.

8.15 Attachments. All schedules and attachments are attached hereto and made a part of this Agreement by this reference.

8.16 Authority. Each person signing below represents that he is duly authorized to enter into this Agreement on behalf of the party for which he is signing.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Asset Purchase Agreement as of the date set forth above.

<p>BUYER:</p> <p>ROCK FIT, LLC</p> <p>By:  _____ Frank Zarabi</p> <p>Its: _____</p>	<p>SELLER:</p> <p>INSOLVENCY SERVICES GROUP, INC., as assignee under a general assignment for the benefit of creditors of The Marika Group, Inc.</p> <p>By:  _____ Joel B. Weinberg</p> <p>Its: President</p>
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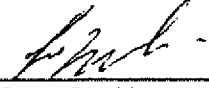
<p>BUYER:</p> <p>ROCK FIT, LLC</p> <p>By: <u></u> Frank Zarabi</p> <p>Its: <u>MBR 6-4-08</u></p>	<p>SELLER:</p> <p>INSOLVENCY SERVICES GROUP, INC., as assignee under a general assignment for the benefit of creditors of The Marika Group, Inc.</p> <p>By: _____ Joel B. Weinberg</p> <p>Its: President</p>
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EXHIBIT A

General Assignment

GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 15 day of May, 2008, by and between The Marika Group, Inc., a California Corporation (the "Assignor"), and Insolvency Services Group, Inc., a California corporation (the "Assignee"), with reference to the following:

Recitals

- A. Assignor has its principal place of business at 8960 Carroll Way, San Diego, CA 92121, and its federal tax identification number is 95-3797897;
- B. Assignor is indebted to diverse creditors and is desirous of providing for payment of those creditors by making a general assignment of all of Assignor's assets for that purpose;
- C. Assignee has its principal place of business in San Diego County, California.

Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by the Assignor and Assignee:

1. Assignment of Assets. Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash in hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest, including all of the assets pertaining to that certain business involving the manufacture and sale of women's sports apparel (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment. If, however, the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then Assignor agrees that upon demand of Assignee, it will assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Certain of Assignor's real property (excluding leases and leasehold interests) is more specifically described in Exhibit "A," which is attached hereto and incorporated by reference. (Exhibit "A" attached hereto Yes ___ No X).

3. Delivery Of Documents, Endorsements And Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights. Neither Assignor, nor its agents, shall execute any documents on behalf of the Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

4. Alcoholic Beverage License. In the event Assignor is engaged in the sale of alcoholic beverages, this Assignment does not include transfer of any alcoholic beverages; but, Assignor hereby appoints Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in the Assignor's place of business and/or sale of alcoholic beverage license(s) (Assignee being vested with absolute discretion in regard thereto, and assuming no liability by reason thereof); and, Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of Assignor's creditors, generally in accordance with the terms of this Assignment.

5. Nature Of Assignment. This instrument transfers legal title and possession of all of Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of property that it is illegal to transfer. Assignee in its own discretion, may determine whether to continue all or a part of the business operations, or to liquidate Assignor's assets.

6. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions, as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors.

Assignee shall administer this estate to the best of its ability, but it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee shall not be liable for any act or thing done by Assignee, its agents, servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment.

7. Compensation Of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and retain all of its charges and expenses, together with its own reasonable remuneration and fee. The Assignee's remuneration and fee shall be equal to fifty thousand dollars (\$50,000.00) plus Ten Percent (10%) of the Gross Proceeds in excess of Three Million Two Hundred Thousand Dollars (\$3,200,000.00). In addition to the foregoing the Assignee's remuneration will include Ten Percent (10%) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including without limitation, preferences pursuant to Cal. Code Civ. Proc. §1800 and fraudulent conveyances pursuant to Cal. Civ. Proc. § 3439 et. seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "Gross Proceeds" are defined as all proceeds realized from sales, collections, recovery on litigated claims, operations, or any other sources, pertaining to the assets and property of Assignor covered by this Assignment, whether or not such proceeds are received or handled by Assignee. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, reasonable remuneration to its agents and its attorneys; and may pay a reasonable fee to Assignor's attorneys for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor. All of the aforementioned amounts are to be determined at Assignee's sole discretion and judgment.

8. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of the Assignor or Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in

any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et. seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code.

9. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

10. Distribution To Creditors. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of reasonable remuneration and a fee to the Assignee, as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all Federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D. Fourth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- E. Fifth, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.

- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).
- H. Eighth, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, or the termination of the administration of the Assignment Estate by the Assignee, then the same shall become the property of the Assignee and shall be used to supplement the Assignee's fees for services administering this Assignment.

11. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,¹ falling within any of the classifications set forth in paragraph 8 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

12. Definition Of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the *California Code of Civil Procedure, Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (1) does constitute an assignment to the Assignee of all assets of Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of the Assignor, and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

13. Entire Agreement. This Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

¹ The term "Claim" for the purposes of this agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

14. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

15. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ACCEPTED 7/14/08, 2008

5:00 p.m.
5/20/08

"Assignor"

The Marika Group, Inc.
a California corporation

By: [Signature]

Its: [Signature]

"Assignee"

~~INSOLVENCY SERVICES GROUP, INC.,~~
a California corporation

By: [Signature]

Joel B. Weinberg, President

CONSENT TO ASSIGNMENT BY SHAREHOLDERS

We, the undersigned, being holders of _____ of the shares of The Marika Group, Inc. (the "Company"), being more than Fifty One Percent (51%) of the issued and outstanding stock of the Company, do hereby give our consent to the general assignment for the benefit of creditors and transfer of the assets of the Company.

	Name	Shares Held	
By:		<u>30,000</u>	<i>over 51%</i>

Printed Name: Donald Schumaker

By: _____

Printed Name: _____

By: _____

Printed Name: _____

By: _____

Printed Name: _____

MINUTES OF THE MEETING

Paul Con. Hall
San Diego, CA

May 15 2008

At the meeting of the directors of The Marika Group, Inc., a California corporation (the "Company"), held at Paul Con. Hall, CA at 10:00 a.m., the following members were present:

Donald Schwartz being the sole Director

Absent:

None

The Chief Executive Officer of the Company announced that the purpose of the meeting was to consider the financial condition of the Company and the advisability of making a general assignment for the benefit of its creditors.

On motion by _____, seconded by _____ the following resolution was adopted, to wit:

BE IT RESOLVED:


That any officer of the Company be, and they are, hereby authorized and directed by the Directors of the Company, in meeting assembled, to make an assignment (the "Assignment") of all assets of the Company to Insolvency Services Group, Inc., a California corporation ("ISG") located in San Diego County, California, for the benefit of all creditors of the Company, and that any one officers be, and they are, hereby authorized and directed to execute the Assignment containing such provisions as may be agreed upon between them and ISG, to execute and deliver to ISG such other deeds, assignments and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

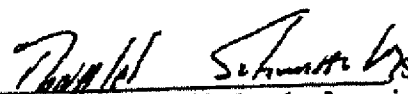
That ISG, as assignee for the benefit of the Company's creditors, be and it hereby is authorized to execute and file and prosecute on behalf of the Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Company and any one officer of the Company be, and he is, hereby authorized and directed to

make, execute and deliver in favor of such persons as may be designated by ISG for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Company.

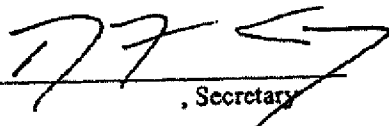
There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice President



, Secretary

I, , Secretary of The Marika Group, Inc. a California corporation, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of directors held in SAN DIEGO, California, at the place and hour stated, and that the resolution contained in said minutes was adopted by the directors at said meeting, and the same has not been modified or rescinded.

Dated May 15, 2008



, Secretary

[Corporate Seal]

EXHIBIT B

Assets

EXHIBIT B

Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in, to and under all of the tangible and intangible assets of the Seller, wherever located, that are used in, or useful or necessary to the operation of the Business (collectively, the "Acquired Assets"), except for the Excluded Assets. All capitalized terms used herein which are not otherwise defined shall have the meanings given in the Asset Purchase Agreement. The Acquired Assets shall include, without limitation, all of the following:

(i) all rights of Seller to the Tangible Personal Property¹, including, without limitation, the furniture, fixtures and equipment set forth on Schedule 1 attached hereto;

(ii) all rights of Seller to the Intellectual Property, including, without limitation, all Trademark and applications for Trademarks set forth on Schedule 2 attached hereto;

(iii) all rights of Seller under all Assumed Contracts set forth on Schedule 3 attached hereto and the Assumed Contracts which become Acquired Assets pursuant to Section 2.6 of the Asset Purchase Agreement, and all deposits existing and refunds due thereunder.

(iv) all rights of Seller to the customer orders, including, without limitation, orders set forth on Schedule 4 attached hereto.

(v) all rights of Seller to claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind (including rights to insurance proceeds and rights under and pursuant to all express and implied warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) pertaining to or arising out of the Intellectual Property, the Tangible Personal Property, the Assumed Contracts or otherwise with respect to the Business or the Acquired Assets;

(vi) copies of all lists of customers, suppliers, vendors, distributors and sales prospects, and other mailing or contact lists;

(vii) all rights of Seller to the Inventory², including, without limitation, all Inventory set forth on Schedule 5³ attached hereto;

(viii) all rights of Seller to accounts receivables, including, without limitation, the Non-Factored Accounts receivable set forth on Schedule 6 attached hereto, provided, however, loans or advances due to the Debtor from its employees, shareholders or officers, and accounts receivable which have been factored or otherwise assigned to CIT prior to the Closing Date shall be Excluded Assets;

¹ Tangible Personal Property shall mean each item or distinct group of furniture, fixtures, equipment, machinery, computers, servers, communications and networking equipment and other tangible personal property, owned by the Seller at the Closing Date.

² Inventory shall mean all product inventories used or held for use primarily in the conduct or operation of the Business, whether located within or outside of the United States of America and including Inventory held by suppliers.

³ It is expressly understood that Schedule 5 is for illustrative purposes only, was prepared by the Debtor prior to the Assignment, the Buyer has conducted an on-site inspection of the Inventory, the Seller has not conducted a physical inventory, and the sale of the Inventory is without any representation or warranty as to units, quantities or descriptions of items identified therein

(ix) all Cash equal to all on-line, internet based customer sale orders received by Debtor or Seller through the Closing Date, which, as of the Closing Date, have not been fulfilled by Debtor or Seller.

(x) all rights of Seller to books of account, general, financial records, invoices, correspondence and other documents, records and files, user manuals, and all computer software and programs and any rights thereto used in, or relating to, the Business (other than the Excluded Assets); and

(xi) except for the Excluded Assets, all Seller's right, title and interest on the Closing Date in, to and under all other assets, rights and claims of every kind and nature relating to, required for, residing with, used or intended to be used in, or necessary for, the conduct of the Business.

EXHIBIT B

Assets

Schedule B-2

Schedule 4
Trademarks

Asset Purchase Agreement
By and Between Rock Fit, LLC and Insolvency Services Group, Inc.

Trademark Report by Mark

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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"DESIGNED TO PERFORM"

UNITED STATES	T31550US00	6/18/1987	73/667,994	2/2/1988	1,475,107	ABANDONED	025
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025 - Clothing, namely, leotards, unitards, trunks, t-shirts, sweatshirts, pants, skirts, rompers, jumpsuits, shorts, tights, legwarmers, crop tops, bra tops, and briefs

2 THE LIMIT & Design

UNITED STATES	T31553US00	7/13/1992	74/801,281	10/5/1993	1,797,117	ABANDONED	025
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025 - women's exercise wear, dancewear and sportswear; namely, bodysuits, catsuits, leotards, unitards, leggings, tights, tops, tee-shirts, swimsuits shorts, sweatshirts and sweat pants

44TH ST. ATHLETIC CLUB (Stylized)

UNITED STATES	T30925US00	5/19/1994	74/526,454	1/13/1998	2,129,213	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely, cat suits, jumpsuits, skirts, dresses, sweatshirts, stirrup pants and cardigans

UNITED STATES	T30925US01	5/19/1994	75/975,200	8/13/1996	1,994,239	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely, body suits, leotards, leggings, tights, tops

44TH STREET (Stylized)

UNITED STATES	T30944US00	5/19/1994	74/526,466	6/13/1995	1,899,033	ABANDONED	25
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25 - Women's exercise wear, dance wear and sportswear, namely t-shirts, bra tops, tops, leotards, unitards, tights and bike tights

UNITED STATES	T30944US01	5/19/1994	75/975,164	8/6/1996	1,992,175	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely body suits, catsuits, jumpsuits, shorts, leggings, skirts, dresses, sweat shirts, sweat pants, sweaters, rompers, stirrup pants, hosiery, leg warmers, belts, cardigans, jackets, swimsuits and hats

UNITED STATES	T30944US02	5/19/1994	74/526,530			ABANDONED	018
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018 - athletic bags and tote bags

82

CANADA	T31990CA00	3/26/2004	1211093			ABANDONED	025
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025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

UNITED STATES	T31990US00	3/26/2004	78/391,288			ABANDONED	025
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025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

88TH STREET

AUSTRIA	T31549AT00	6/28/1993	2990/93	10/20/1993	149663	ABANDONED	18,25
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18 - Athletic bags and tote bags

25 - Women's wear in particular exercise wear and dancewear, clothing for gymnastics, swim suits; belts, hats

CANADA	T31549CA00	8/5/1993	734275			ABANDONED	18,25
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18 - Athletic bags and tote bags

25 - Women's wear in particular exercise wear and dancewear, clothing for gymnastics, swim suits; belts, hats

SWITZERLAND	T31549CH00	6/30/1993	8654/1993.5	6/30/1993	414050	ABANDONED	18,25
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18 -

25 -

UNITED STATES	T31549US00	3/3/1993	74/801.820	9/27/1994	1,856,139	ABANDONED	018,025
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018 - Athletic bags and tote bags

025 - women's exercise wear, dancewear and sportswear; namely, bodysuits, catsuits, leotards, unitards, leggings, tights, dresses, tops, shorts, tee-shirts, jackets, sweat pants, sweat shirts, rompers and hats

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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ACTIVEWEAR FOR WOMEN ONLY.

UNITED STATES	T30930US00	7/2/1996	75/129,358	2/17/1998	2,137,901	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats

AERO DYNAMICS

GERMANY	T31178DE00	3/16/1993	W44173	1/10/1994	2053772	ABANDONED	18,25
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18 - Sportbags, travelling bags, shopping bags as far as included in class 18

25 - trainings-, dance and sportswear for women, namely legless gymnastic wear, one-piece complete gymnastic wear, athletics wear, ballet wear, dance wear, leggings, panty-hose, skirts, clothes, tops, sweatshirts, sweatpants, sweater, arm-and legless bodies, riding breeches, hosiery, leg-warmers, belts, cardigans, T-shirts, swimsuits and hats

AERO DYNAMICS (Stylized)

CANADA	T31198CA00	9/17/1993	705524	9/17/1993	TMA417125	REGISTERED	A1
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A1 - Women's exercise wear, dancewear and sportswear, namely bodysuits, catsuits, leotards, unitards, leggings, tights, skirts, tops, sweatshirts, sweatpants, sweaters, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, jackets, shorts, tee-shirts, swimsuits and hats

UNITED KINGDOM	T31198GB00	7/31/1993	1543530	7/31/1993	1543530	ABANDONED	18
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18 - Athletic bags, tote bags, handbags, briefcases and luggage

AERODYNAMICS

AUSTRIA	T30941AT00	3/10/1993	1098/93	6/23/1993	147750	ABANDONED	18,25
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18 - Athletic bags and tote bags

25 - Women's wear in particular exercise wear and dancewear, clothing for gymnastics, swim suits, belts, hats

JAPAN	T30941JP00	5/13/1992	112543/92			ABANDONED	025
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025 - women's exercise wear, dance wear and sportswear

MEXICO	T30941MX00	11/10/1994	217322	6/29/1999	616804	ABANDONED	25
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25 -

MEXICO	T30941MX01	10/7/2005	744002			ABANDONED	025
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025 -

MEXICO	T30941MX02	3/16/2006	772409			ABANDONED	025
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025 -

SWITZERLAND	T30941CH00	3/29/1993	4246/1993.3	3/29/1993	410617	REGISTERED	18,25
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18 -

25 -

UNITED STATES	T30941US00	3/17/1989	73/787,307	11/7/1989	<u>1,564,698</u>	REGISTERED	25
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25 - Swim suits, trunks, tights, briefs, shorts, stretch tops and tee-shirts

AERODYNAMICS & Logo

FRANCE	T30941FR00	8/17/1993	93480630	8/17/1993	93480630	REGISTERED	018,025
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018 - athletic bags and sports bags

025 - women's exercise wear, dance wear and sportswear

AERODYNAMICS (and Design)

ITALY	T31206IT00	9/10/1993	MI2003C009905	4/24/1996	676623	REGISTERED	18,25
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18 -

25 -

AKIRAM

CANADA	T31783CA00	3/19/2004	1210408			ABANDONED	025
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025 - Men's clothing

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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AKIRAM continued

UNITED STATES	T31783US00	2/23/2004	78/372,091	4/19/2005	2,941,901	REGISTERED	025,018
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025 - Men's clothing, namely, exercise wear, namely, sweat suits, warm-up suits, yoga clothing, namely, yoga pants, yoga tops; casual and active wear, namely, sweat pants, bike shorts, spandex shorts, sweat shirts, tank tops, warm-up suits, tee shirts, tank shirts, long sleeve tee shirts, sweat shirts, sweat pants, accessories, namely, hats, belts, visors
018 - Gym bags

Axiom Spirograph Logo

UNITED STATES	T32434US00	8/26/2005	78/701,500			ABANDONED	025
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025 - Women's and men's exercise wear, and intimate apparel, namely, bra tops, sport tops, swimsuits, underwear, bike tights, leggings

AXIOMtmg

UNITED STATES	T32435US00	8/26/2005	78/701,502			ABANDONED	025
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025 - Women's and men's exercise wear, and intimate apparel, namely, bra tops, sport tops, swimsuits, underwear, bike tights, leggings

AXIOMTMG (Stylized w/design)

UNITED STATES	T32433US00	8/26/2005	78/701,504			ABANDONED	025
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025 - Women's and men's exercise wear, and intimate apparel, namely, bra tops, sport tops, swimsuits, underwear, bike tights, leggings

BALANCE COLLECTION BY MARIKA

CANADA	T31986CA00	3/19/2004	1210403	4/11/2007	TMA685,766	REGISTERED	025
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025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

BARYSHNIKOV (Stylized)

AUSTRIA	T30947AT00	6/28/1993	2988/93	1/24/1995	156316	CLOSED	18,25
18 - Athletic bags and tote bags 25 - Women's wear in particular exercise wear and dancewear, clothing for gymnastics, swim suits; belts; hats							
BENELUX	T30948BX00	11/26/1991	772542	11/26/1991	507520	TRANSFER	18,25
18 - 25 -							
GERMANY	T30947DE00	4/30/1991	n/a	5/3/1994	2063805	ABANDONED	25
25 - Sportswear for women and girls (except shoes); underwear for women and girls; hosiery; wristbands; headbands and belts							
ITALY	T30947IT00	8/23/1991	N/A		613689	ABANDONED	
JAPAN	T30947JP00	2/3/1992	1992-9547	2/28/1994	2622866	ABANDONED	03
03 - Personal accessories, buttons, bags, pouches, jewels and their imitations, artificial flowers, toiletry articles in int'l Classes 3, 8, 190, 14, 18, 20, 21, 24, 25, 26							
JAPAN	T30947JP01	2/3/1992	1992-9546	5/31/1994	2669132	ABANDONED	05
05 - Body suits and other clothing, and other goods belonging in local class 17 (int'l Classes 5, 9, 10, 16, 17, 20, 21, 22, 24, 25)							
MEXICO	T30947MX00	10/7/1991	124001	11/8/1992	425706	TRANSFER	25
25 - Women's and girls' active sportswear, dance/exercise apparel and accessories, and intimate apparel - namely, leotards, unitards, trunks (excluding swimwear), bodysuits, t-shirts, sweatshirts, sweatpants, sweaters and cardigans designed and sold primarily as cover-ups for dancewear or exercisewear; dance skirts, rompers, jumpsuits, stirrup pants, shorts, (excluding underwear) designed and sold primarily as exercise wear or dancewear, dance and exercise underwear, tights, hosiery, socks, leggings, legwarmers, wristbands, headbands, and belts							
SWITZERLAND	T30947CH00	6/30/1993	8653/1993.3	6/30/1993	414049	CLOSED	18,25
18 - 25 -							
UNITED KINGDOM	T30947GB00	10/24/1991	1480681	10/24/1991	1480681	CLOSED	25
25 - Bodysuits, leotards, unitards, leggings, tights, skirts, dresses, tops, sweat shirts, sweat pants, sweaters, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, belts, cardigans, jackets, shorts, tee-shirts and swimsuits; all included in Class 25; all being women's exercise wear, dancewear or sportswear							
UNITED KINGDOM	T30947GB01	12/31/1991	1487514	12/31/1991	1487514	ABANDONED	18
18 - Sports bags; handbags, briefcases, tote bags; articles of luggage; all included in class 18							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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BARYSHNIKOV (Stylized) continued...

UNITED STATES	T30947US00	3/18/1994	74/501,537	10/31/1995	1,930,764	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, leggings, tights, bike tights, ankle tights, skirts, dresses, tops, bra tops, sweat shirts, sweat pants, sweaters, cardigans, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, jackets, shorts, tee-shirts, swimsuits, belts, headbands and hats							

COOL-WIK

UNITED STATES	T30910US00	3/5/2001	78/051,434			ABANDONED	24
24 - Fabric used in the manufacture of clothing							
UNITED STATES	T30910US01	6/26/1997	75/315,559			ABANDONED	024
024 - fabric used in the manufacture of clothing							

DRY-WIK

UNITED STATES	T30929US00	3/31/1997	75/267,092	7/11/2000	<u>2,366,639</u>	REGISTERED	24
24 - Fabric used in the manufacture of clothing							

ELASTA-TIGHT

UNITED STATES	T30940US00	9/20/1988	73/753,148	8/15/1989	<u>1,552,033</u>	REGISTERED	25
25 - Tights							

ESSENTIAL EQUIPMENT

UNITED STATES	T30928US00	6/3/1997	75/302,376	5/8/2001	2,449,428	ABANDONED	18
18 - Athletic bags and tote bags							
UNITED STATES	T30928US01	6/3/1997	75/302,375	5/8/2001	2,449,427	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, jumpsuits, leotards, unitards, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, dresses, skirts, tops, bra tops, shorts, tee-shirts, jackets, sweat pants, stirrup pants, sweat shirts, sweaters, rompers, cardigans, belts, swimsuits, socks, hats and headbands							

FITS YOUR ATTITUDE

UNITED STATES	T30912US00	4/29/1992	74/270,515	12/22/1992	1,741,311	ABANDONED	18
18 - Athletic bags and tote bags							
UNITED STATES	T30912US01	1/9/1991	74/129,117	7/21/1992	1,702,569	ABANDONED	025
025 - women's exercise wear and sports wear, namely, bodysuits, leotards, unitards, leggings, skirts, dresses, tops, jackets and shorts							

GLOBAL ZONE

UNITED STATES	T30933US00	2/26/1993	74/802,029	1/3/1995	1,871,980	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, jump suits, leotards, unitards, leggings, tights, skirts, tops, rompers, shorts and tee-shirts							
UNITED STATES	T30933US01	2/26/1993	74/362,327			ABANDONED	

GLOSS-TECH

UNITED STATES	T31554US00	10/10/1989	73/830,585	6/19/1990	1,602,425	ABANDONED	025
025 - Exercise wear and dance wear, namely, leotards, tops, tights, unitards, and trunks							

Heart Design

UNITED STATES	T30922US00	3/11/1996	75/976,656	2/3/1998	2,135,115	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely bodysuits, catsuits, unitards, jumpsuits, dresses, rompers, tops, bra tops, leotards, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swimsuits, hats, and headbands							
UNITED STATES	T30922US01	3/11/1996	75/070,919			ABANDONED	018
018 - athletic bags and tote bags							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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ICON PLAY

CANADA T31987CA00 3/19/2004 1210414 ABANDONED 025

025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

UNITED STATES T31987US00 3/26/2004 78/391,281 ABANDONED 025

025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

ICON POWER

CANADA T31988CA00 3/19/2004 1210417 ABANDONED 025

025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

UNITED STATES T31988US00 3/26/2004 78/391,283 ABANDONED 025

025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

ICONTMG

CANADA T31989CA00 3/19/2004 1210418 ABANDONED 025

025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes

UNITED STATES T31989US00 3/26/2004 78/391,286 12/6/2005 3,024,638 REGISTERED 025

025 - women's clothing, namely, exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles

IN CLOTHES WE TRUST

UNITED STATES T31555US00 11/24/1998 75/594,429 ABANDONED 025

025 - exercise wear, dancewear, sportswear, namely, bodysuits, catsuits, unitards, jumpsuits, dresses, rompers, tops, bra tops, leotards, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swimsuits, hats, and headbands

IN G.D WE TRUST

UNITED STATES T30946US00 11/24/1998 75/594,430 ABANDONED 25

25 - Exercise wear, dancewear, and sportswear, namely, bodysuits, catsuits, unitards, jumpsuits, dresses, rompers, tops, bra tops, leotards, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swimsuits, hats and headbands

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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KISS THE SKY

CANADA	T31562CA00	3/19/2004	1210411			ABANDONED	025
025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants, exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes							
UNITED STATES	T31562US00	7/30/2001	76/296,218	7/29/2003	2,743,833	REGISTERED	025
025 - Shirts, t-shirts, bottoms, denim jackets, jeans, miniskirts, camisoles, crop tops							

LOOSE BUT FIT

UNITED STATES	T30932US00	3/15/1994	74/802,475	11/14/1995	1,936,187	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear; namely, bodysuits, catsuits, jump suits, unitards, leggings, tights, skirts, tops, sweat shirts, sweat pants, sweaters, rompers, cardigans, jackets, shorts and tee-shirts							
UNITED STATES	T30932US01	3/15/1994	74/500,584			ABANDONED	018,025
018 - athletic bags and tote bags 025 - women's exercise wear, dancewear and sportswear; namely, leotards, dresses, stirrup pants, hosiery, leg warmers, belts, swimsuits and hats							

M MARIKA CONTROL & Design

UNITED STATES	T31556US00	6/18/1992	74/801,435	2/15/1994	1,822,045	ABANDONED	025
025 - women's exercise wear, dancewear and sportswear; namely, bodysuits, catsuits, leotards, unitards, leggings, tights, sweatshirts, stirrup tee-shirts and pants							

MARIKA

BENELUX	T31197BX00	11/26/1991	772541	11/26/1991	509184	ABANDONED	018,025
018 - Athletic bags 025 - Women's exercise wear, dance wear and sportswear							
CANADA	T31197CA00	10/12/1990	637201	10/12/1990	TMA374281	REGISTERED	A1
A1 - Women's and girls' active sportswear, dance/exercise apparel and accessories, and intimate apparel; namely, leotards; unitards; trunks (excluding swimwear); bodysuit; T-shirts; sweatshirts; sweatpants; sweaters and cardigans designed and sold primarily as cover-ups for dancewear or exercisewear; dance skirts; rompers; jumpsuits; stirrup pants; shorts (excluding underwear) designed and sold primarily as exercisewear or dancewear; dance and exercise underwear; tights; hosiery; socks; leggings; legwarmers; dance bags; wristbands; headbands; ladies' belts; workout towels							
FRANCE	T31197FR00	4/16/1991	280680	4/16/1991	1656039	ABANDONED	025
025 - Women's exercise wear, dance wear and sportswear							
ITALY	T31197IT00	5/6/1991	RM91C001643	12/17/1993	612484	ABANDONED	025
025 - women's exercise wear, dance wear and sportswear							
JAPAN	T31197JP00	4/23/1992	107029/92	4/25/1997	3289412	ABANDONED	18
18 - Bags or the like, pouches							
JAPAN	T31197JP01	3/14/1996	26238/96	9/19/1997	4057988	ABANDONED	25
25 - Clothing, special sporting gymnastic wear, belts							
MEXICO	T31197MX00					CLOSED	
UNITED KINGDOM	T31197GB00	10/24/1991	1480679	10/24/1991	1480679	REGISTERED	25
25 - Exercise wear, dancewear or sportswear for women; all included in class 25							
UNITED KINGDOM	T31197GB01	12/31/1991	1487516	12/31/1991	1487516	REGISTERED	18
18 - Athletic bags, tote bags, handbags, briefcases and luggage							

MARIKA (Stylized with Heart Design)

CANADA	T31551CA00	2/13/1989	625184	11/23/1990	TMA376092	ABANDONED	A1
A1 - Clothing, namely pants, shirts, leotards, blouses and jackets							
UNITED STATES	T31551US00	1/11/1985	73/517,200	4/29/1986	1,391,641	ABANDONED	025
025 - Clothing, namely, pants, shirts, leotards, blouses and jackets							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MARIKA (Stylized)							
AUSTRIA	T30938AT00	6/28/1993	2989/93	10/8/1993	149405	REGISTERED	18,25
18 - Athletic bags and tote bags							
25 - Women's wear in particular exercise wear and dancewear, clothing for gymnastics, swim suits; belts; hats							
GERMANY	T30938DE00	4/30/1991	n/a	11/11/1991	2048688	REGISTERED	25
25 - Sportswear for women and girls (except shoes); underwear for women and girls; hosiery; wristbands; headbands and belts							
SWITZERLAND	T30938CH00	6/30/1993	8652/1993.1	6/30/1993	414048	REGISTERED	18,25
18 -							
25 -							
UNITED STATES	T30938US00	7/24/1992	74/297,320	4/6/1993	1,762,867	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, leggings, tights, skirts, dresses, tops, sweat shirts, sweat pants, sweaters, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, belts, cardigans, jackets, shorts, tee-shirts, swimsuits and hats							
UNITED STATES	T30938US01	6/25/1991	74/179,568	10/6/1992	1,723,046	ABANDONED	042
042 - Factory outlet retail store services in the field of dancewear and exercise wear							
MARIKA 4 R MOMS 2 B (Stylized)							
UNITED STATES	T30939US00	7/24/1991	74/188,219	4/20/1993	1,766,781	ABANDONED	25
25 - Maternity exercise wear and sports wear, namely, body suits, leotards, unitards, leggings, tights, skirts, dresses, tops, jackets, shorts, swimsuits and tee-shirts							
Marika Design Image							
UNITED STATES	T31613US00	3/31/2003	78/231,909	8/16/2005	2,986,172	REGISTERED	025
025 - Women's, men's and children's clothing, namely exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, hats, head bands, sweat bands, wrist bands							
MARIKA Logo							
UNITED STATES	T31197US00	3/31/2003	78/231,742	11/15/2005	3,016,107	REGISTERED	025
025 - Women's, men's and kids' exercise wear, yoga clothing, accessories, intimate apparel, exercise wear employing seamless technology, bike tights, ankle tights, skirts, tops, bra tops, shorts, tee-shirts, hats and headbands							
MARIKA S.P.							
UNITED STATES	T30921US00	3/11/1996	75/976,931	4/14/1998	2,151,498	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, unitards, jumpsuits, dresses, rompers, tops, bra tops, leotards, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swimsuits, hats, and headbands							
UNITED STATES	T30921US01	3/11/1996	75/074,793			ABANDONED	018
018 - athletic bags and tote bags							
MARIKA S.P. SPORT/PERFORMANCE & Design							
UNITED STATES	T31557US00	3/11/1996	75/070,917			ABANDONED	018
018 - Athletic bags and tote bags							
MARIKA S.P. SPORT/PERFORMANCE (Stylized with Design)							
UNITED STATES	T30923US00	3/11/1996	75/976,584	12/23/1997	2,124,457	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, unitards, jumpsuits, dresses, rompers, tops, bra tops, leotards, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swimsuits, hats, and headbands							
MARIKA TRADING COMPANY							
UNITED STATES	T30915US00	7/8/1999	75/747,088	12/26/2000	2,415,367	ABANDONED	25
25 - Clothing, namely bodysuits, tops, bra tops, tank tops, leotards, sweaters, sweatshirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, belts, swim suits, hats and headbands							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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MARIKA.COM

UNITED STATES	T30911US00	11/2/2000	78/033,562	9/20/2005	2,998,838	REGISTERED	035.041,042
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035 - Computerized on-line retail services in the fields of clothing, sports equipment and general merchandise

041 - Providing information via websites on global computer networks in the fields of fitness and exercise instruction, entertainment, recreation, and sports

042 - Providing information via websites on global computer networks in the fields of fitness consultation, health, fashion, and clothing

NATURAL LAYERS

UNITED STATES	T30926US00	10/31/1994	75/975,120	8/6/1996	1,992,172	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights

UNITED STATES	T30926US01	10/31/1994	74/593,221			ABANDONED	025
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025 - women's tights, hosiery, leg warmers, belts, swimsuits and hats

O.P.A.L.

UNITED STATES	T30927US00	8/22/1997	75/345,238			ABANDONED	
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PLAN B

UNITED STATES	T30945US00	4/11/2001	78/057,954			ABANDONED	25
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25 - Clothing and accessories for men, women and children

POWER . . . -HER

UNITED STATES	T31558US00	10/24/1996	75/186,798			ABANDONED	025
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025 - women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, bicycle pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats

POWER LIFT-HER BRA

UNITED STATES	T30935US00	11/23/1994	74/602,743	5/28/1996	1,977,381	ABANDONED	25
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25 - Women's exercise wear, dancewear and sportswear, namely bras, leotards, bodysuits and tops

POWER SPIN-HER

UNITED STATES	T30920US00	10/24/1996	75/978,231	6/15/1999	2,254,523	ABANDONED	25
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25 - Women's exercise and sports wear, namely bicycle pants

UNITED STATES	T30920US01	10/24/1996	75/186,799			ABANDONED	025
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025 - women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats

POWER THIN-HER

UNITED STATES	T30931US00	10/3/1995	75/001,206	11/4/1997	2,111,175	ABANDONED	25
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25 - Women's exercise wear, dancewear, and sportswear, namely, bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats

POWER TRAIN-HER

UNITED STATES	T31559US00	4/4/1997	75/270,814			ABANDONED	025
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025 - women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats

PRIMERO (Stylized with Design)

UNITED STATES	T31552US00	3/25/1985	73/528,507	2/10/1987	1,428,456	ABANDONED	025
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025 - Exercise oriented clothing, namely shirts, pants, jackets, and shorts

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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RAW SWETZ

UNITED STATES	T30924US00	8/30/1995	74/723,027	3/10/1998	2,143,071	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, catsuits, unitards, dresses, cardigans, skirts, stirrup pants, hosiery, leg warmers, belts, swimsuits and hats							
UNITED STATES	T30924US01	8/30/1995	75/975,222	5/20/1997	2,063,554	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, jumpsuits, bodysuits, rompers, tops, leotards, sweaters, sweat shirts, tee-shirts, jackets, sweat pants, shorts, leggings and tights							

SPORT (UNDER) WEAR (Stylized)

UNITED STATES	T30934US00	6/1/1995	74/683,074	4/1/1997	2,049,770	ABANDONED	25
25 - Underwear, namely bra tops, sports briefs, tank tops, bike tights and sport tights							

STRETCH BEYOND

UNITED STATES	T31560US00	11/14/1991	74/221,484	5/4/1993	1,769,051	ABANDONED	018,025
018 - tote bags and athletic bags							
025 - women's exercise wear, dance wear and sportswear; namely, bodysuits, catsuits, leotards, unitards, leggings, tights, skirts, dresses, tops, sweat shirts, sweat pants, sweaters, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, belts, cardigans, jackets, shorts, tee-shirts, swim suits and hats							

SWETZ

UNITED STATES	T30936US00	11/14/1994	74/598,727	9/19/1995	1,921,287	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely bodysuits, catsuits, leotards, unitards, jumpsuits, dresses, rompers, tops, sweaters, cardigans, sweat shirts, tee-shirts, jackets, skirts, sweat pants, stirrup pants, shorts, leggings, tights, hosiery, leg warmers, belts, swimsuits and hats							

THE BALANCE COLLECTION BY MARIKA

UNITED STATES	T32012US00	3/31/2004	78/393,951	9/27/2005	3,001,254	REGISTERED	025
025 - clothing, namely, jackets, pants and shirts; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, bike shorts, demi-shorts, tee shirts, wrap tops, gym pants, capri pants and gym shorts; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants and shorts; shoes							

THE WEEKEND EXERCISE COMPANY, INC.

UNITED STATES	T31612US00	3/28/2003	78/231,264			ABANDONED	025
025 - Women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes							

TMG, INC.

CANADA	T31991CA00	3/19/2004	1210407			ABANDONED	025
025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes							
UNITED STATES	T31991US00	3/26/2004	78/391,365			ABANDONED	025
025 - women's, men's and children's clothing, namely sweaters, cardigans, jackets, rompers, swimsuits, dresses, pants; exercise wear, namely, tank tops, tee shirts, bra tops, camisoles, rompers, warm-up suits, sweat pants, sweat shirts, pants, bike shorts, demi shorts, capri tights, footless tights, bike tights, stirrup pants; dance wear, namely, leotards, unitards, leggings, tights, hosiery, leg warmers, trunks, thong trunks, jazz pants, skirts, camisoles, tee shirts, wrap tops, gym pants, capri pants, gym shorts, bodysuits, catsuits, jumpsuits; yoga wear, namely, camisoles, tank tops, yoga pants, crop pants, shorts; intimate apparel, namely, tank tops, boy and boxer shorts, pants, t-shirts, crop pants and camisoles; accessories, namely, belts, hats, head bands, sweat bands, wrist bands, shoes							

TO THE LIMIT (Stylized)

UNITED STATES	T30937US00	8/20/1993	74/426,559	8/1/1995	1,908,551	ABANDONED	25
25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, leotards, unitards, leggings, lights, tops and tee-shirts							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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TO THE LIMIT (Stylized) continued . . .

UNITED STATES	T30937US01	8/20/1993	74/426,640			ABANDONED	018 025
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018 - athletic bags and tote bags

025 - women's exercise wear, dancewear and sportswear; namely, skirts, dresses, sweat shirts, sweat pants, catsuits, sweaters, rompers, jumpsuits, stirrup pants, hosiery, leg warmers, belts, cardigans, jackets, shorts, swimsuits and hats

TWISTEC

UNITED STATES	T31561US00	3/6/1990	74/035,303	1/26/1993	1,748,583	ABANDONED	025
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025 - fabrics for use in making exercise wear sold as a component part of clothing

UNITRYB

JAPAN	T31207JP00	10/15/1993	105049/93	11/29/1996	3227153	CLOSED	25
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25 - Clothing

VIRT'SHUL

UNITED STATES	T30948US00	9/9/1997	75/354,262			ABANDONED	42
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42 - Organizing and conducting Jewish social, religious and community volunteer activities for others

WEEKEND BY MARIKA

UNITED STATES	T30913US00	5/30/1997	75/979,472	8/15/2000	<u>2,378,205</u>	REGISTERED	25
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25 - Women's exercise wear, dancewear and sportswear, namely, bodysuits, catsuits, jumpsuits, leotards, unitards, leggings, tights, hosiery, leg warmers, bike tights, ankle tights, dresses, skirts, tops, bra tops, shorts, tee-shirts, jackets, sweat pants, stirrup pants, sweat shirts, sweaters, rompers, cardigans, belts, swimsuits, hats and headbands

UNITED STATES	T30913US01	5/30/1997	75/300,993			ABANDONED	018
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018 - athletic bags and tote bags

WEEKEND VILLAGE

UNITED STATES	T30916US00	4/22/1999	75/689,797			ABANDONED	39,41,42
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39 - Providing information via websites on global computer networks in the field of travel destinations

41 - Providing information via websites on global computer networks in the fields of recreation, health, fitness and exercise

42 - Providing information via websites on global computer networks in the field of fashion

END OF REPORT

TOTAL ITEMS SELECTED = 122

Bill of Sale

THIS BILL OF SALE is made as of June 5, 2008 by Insolvency Services Group, Inc. as assignee under a general assignment for the benefit of creditors of The Marika Group, Inc. ("Seller") to Rock Fit, LLC ("Buyer").

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of June 4, 2008 (the "Agreement"), pursuant to which Seller has agreed to sell, transfer and assign to the Buyer and the Buyer has agreed to purchase, acquire and assume from Seller certain assets of Seller pertaining to the Business as defined in the Agreement (the "Acquired Assets") on the terms and conditions set forth in the Agreement.

B. In accordance with, and subject to, the terms of the Agreement, Seller is executing and delivering this Bill of Sale to the Buyer for the purpose of transferring to and vesting in the Buyer, its successors and assigns all of the Acquired Assets. The Acquired Assets are only those items specifically set forth in the Agreement and do not include, among other things, the Excluded Assets. The transfer of the Acquired Assets described below is made subject to the terms and provisions of the Agreement. The sale of Acquired Assets is on an "as-is where is" basis with no representations or warranties, either express or implied, of any type or kind whatsoever, express or implied.

C. This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

D. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, receipt and adequacy of which is hereby acknowledged, the Seller hereby grants, sells, conveys, transfers, assigns, releases and delivers to, and vests in the Buyer all of Seller's rights, title and interests in and to the Acquired Assets.

The Seller covenants and agrees, upon request, to execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents, and instruments of transfer, reasonably requested by the Buyer and to take any other action consistent with the terms of the Agreement that may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, any of the Acquired Assets to be conveyed and transferred by the Agreement.

This Bill of Sale shall be governed by the laws of the State of California without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, this Bill of Sale has been executed by the Seller, as of the day and year first above written.

INSOLVENCY SERVICES GROUP, INC. as assignee under
a general assignment for the benefit of creditors of The Marika
Group, Inc.

By _____

Its _____

CEO