

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Powergrid Fitness, Inc.	FORMERLY Interaction Laboratories, Inc.	05/14/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2942770	KILOWATT
Registration Number:	3543246	INTERACTION LABORATORIES
Registration Number:	3543248	
Registration Number:	2968760	POWERGRID
Registration Number:	2976003	
Registration Number:	3073399	KILOWATT SPARK
Registration Number:	3257041	EXER-STATION
Registration Number:	3240637	ISOCOR

**CORRESPONDENCE DATA**

Fax Number: (301)230-2891  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 301-230-5242  
 Email: evonvorys@shulmanrogers.com

**900151221**

**TRADEMARK  
 REEL: 004124 FRAME: 0312**

**CH \$215.00 2942770**

Correspondent Name: Eric J. von Vorys  
Address Line 1: 12505 Park Potomac Avenue  
Address Line 2: Sixth Floor  
Address Line 4: Potomac, MARYLAND 20854

ATTORNEY DOCKET NUMBER:	113717.013
NAME OF SUBMITTER:	Eric J. von Vorys
Signature:	/EricJvonVorys/
Date:	01/05/2010

Total Attachments: 4  
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SECURED PARTY'S FORECLOSURE BILL OF SALE

For and in consideration of One Million and 00/100 Dollars (\$1,000,000.00), the receipt of which is hereby acknowledged, IA Labs CA, LLC, a Delaware limited liability company, as collateral agent for the persons and entities identified as "Secured Parties" in the Intellectual Property Security Agreement, December 10, 2008, entered into by Interaction Laboratories, Inc. ("Seller") hereby does sell and transfer to IA Labs CA, LLC as collateral agent for Secured Parties or their designees and assigns ("Buyer"), all right, title and interest of the Seller, as secured party and assignee, in and to the Property described in the Security Agreement, "AS IS, WHERE IS," "WITH ALL FAULTS," without representation or warranty, express or implied, with respect to the Property, including without limitation, the description, use, quality, quantity, physical condition, possession, quiet enjoyment, construction, workmanship, style, country of origin, materials, fitness for a particular purpose, or merchantability of all or any part of the Property.

Seller hereby warrants only that it has conducted the sale in a commercially reasonable manner and that it has properly given all notices required prior to this sale. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR PURPOSE OR THE LIKE IN THIS DISPOSITION AND THE PROPERTY IS SOLD "AS IS" AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, this Bill of Sale shall be effective to transfer the Property as of the 14<sup>th</sup> day of May, 2009.


**SELLER:**

IA Labs CA, LLC, as collateral agent for the persons and entities identified as "Secured Parties" in the Intellectual Property Security Agreement, December 10, 2008, entered into by Interaction Laboratories, Inc.  
By Sachs Capital, LLC

By:  (SEAL)  
Andrew Sachs, Managing Member

**BUYER:**

IA Labs CA, LLC, as collateral agent for the persons and entities identified as "Secured Parties" in the Intellectual Property Security Agreement, December 10, 2008, entered into by Interaction Laboratories, Inc.  
By Sachs Capital, LLC

By:  (SEAL)  
Andrew Sachs, Managing Member

MEMORANDUM/CONTRACT OF SALE

The undersigned purchaser ("Purchaser"), as the highest and successful bidder at a price of One Million and 00/100 Dollars at the public sale held at 11921 Rockville Pike, Suite 300, Rockville, MD 20852 on behalf of IA Labs CA, LLC ("Collateral Agent"), a Delaware limited liability company, as collateral agent for the persons and entities identified as "Secured Parties" in the Intellectual Property Security Agreement dated December 10, 2008, granted by Interaction Laboratories, Inc. ("Debtor"), does hereby purchase from the Secured Party the property ("Property") as advertised in the attached advertisement, upon the following terms.

1. Purchaser has delivered to the Secured Party a deposit in the amount of \$ NA.
2. The balance of the purchase price will be paid by credit against the outstanding obligation owed by the Debtor to the Secured Party. The sale is subject to post sale confirmation that no bankruptcy stay has been imposed and that the loan defaults have not been cured or waived prior to completion of the sale. In such event, the sale shall be considered null and void and the deposit, without interest, shall be returned to the Purchaser.
3. The terms of sale as set forth in the attached advertisement, as supplemented by any announcement at the sale, are incorporated herein and hereby consented to as if fully set forth herein.
4. The Property is sold in "AS IS" condition and Purchaser assumes the risk of loss or damage to the Property after the conclusion of the sale. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR PURPOSE OR THE LIKE IN THIS DISPOSITION AND THE PROPERTY IS SOLD "AS IS" AND "WITH ALL FAULTS."
5. Purchaser understands the neither the Secured Party, the Auctioneer, nor any of their respective agents, successors or assigns (collectively, the "Selling Parties") make any representations or warranties, express or implied, with respect to the Property, including, without limitation, the description, use, quality, physical condition, possession, quiet enjoyment, construction, workmanship, style, country of origin, materials, fitness for a particular purpose, or merchantability of all or any part of the Property.
6. Purchaser waives and releases the Selling Parties from any and all claims the Purchaser and/or the Purchaser's successors and assigns may now have or may have in the future relating to the condition of the Property.
7. Conveyance of the Property shall be by Bill of Sale in the form attached hereto. In the event the Secured Party is unable for any reason to convey title, Purchaser's sole remedy at law or in equity shall be to request and receive a return of the deposit, without interest.
8. TIME IS OF THE ESSENCE FOR PURCHASER.
9. In the event of a default, the deposit shall be forfeited to the Secured Creditor for application against all expenses, attorney's fees and the full commission(s) on the sale price of the public sale.

10. In the event of a default, all expenses of this sale, including attorney's fees and commission(s), shall be charged against and paid out of the forfeited deposit. The Secured Party may then readvertise and resell the Property at the risk and expense of Purchaser; or, without reselling the Property, the Secured Creditor may avail themselves of any legal or equitable remedies against Purchaser. In the event of a resale, Purchaser shall be liable to the Selling Parties for attorney's fees and expenses incurred in connection with all litigation (at the trial and appellate level) involving the Property or the proceeds of the resale.

11. This contract, together with the advertisement, as amended or supplemented by any announcements read during the conduct of the sale, constitutes the entire terms upon which the Property is sold. In the event there exists any inconsistency between the terms or provisions contained in this contract and other information provided by the Selling Parties, the terms of this contract shall control the agreement of the parties.



DATED: May 14, 2009

PURCHASER(S):

IA Labs CA, LLC, as collateral agent for the persons and entities identified as "Secured Parties" in the Intellectual Property Security Agreement, December 10, 2008, entered into by Interaction Laboratories, Inc.  
By Sachs Capital, LLC

By:  (SEAL)  
Andrew Sachs, Managing Member

**INTERACTION LABORATORIES' INTELLECTUAL PROPERTY**

Intel. Property	Mark/Title	Reg. No.	Reg. Date
<b>TRADEMARKS</b>			
	<b>KILOWATT</b> for electronic and video game controllers incorporated into exercise machines.	2942770	4/19/2005
	<b>POWERGRID</b> for electronic and video game programs, software and controllers, and exercise machines.	2968760	7/12/2005
	 for electronic and video game programs, software and controllers, and exercise machines.	2976003	7/26/2005
	<b>KILOWATT SPARK</b> for exercise machines.	3073399	3/28/2006
	<b>EXER-STATION</b> for electronic and video game programs, software and controllers, and exercise machines.	3257041	9/26/2007
	<b>ISOCOR</b> for electronic and video game programs, software and controllers, and exercise machines.	3240637	5/8/2007
	<b>INTERACTION LABORATORIES</b> for computer game joysticks, video game joysticks, computer joysticks, game controllers for computer games and new product research and development and product design in the field of computer interface products.	3543246	12/9/2008
	 for computer game joysticks, video game joysticks, computer joysticks, game controllers for computer games and new product research and development and product design in the field of computer interface products.	3543248	12/9/2008
<b>PATENTS</b>			
	Motion platform for use in a variety of exercise and/or computer game simulation devices.	7,033,176	4/25/2006
	Motion platform for use in a variety of exercise and/or computer game simulation devices.	11/360,994	Pending
	Computer interactive isometric exercise system.	7,121,982	10/17/2006
	Computer game controller support structure and isometric exercise.	10/806,280	Pending
	Computer game controller with support structure and isometric exercise.	10/975,185	Pending
	Computer game controller with force sensing input devices.	11/238,127	Pending
	Force measurement system for an isometric exercise device.	7,331,226	2/19/2008
	Video game play exercise system.	11/350,284	Pending
	Apparatus for controlling a virtual reality video game with an isometric exercise system.	11/562,449	Pending
	Apparatus for controlling a virtual reality video game with an isometric exercise system.	11/851,460	Pending
	Apparatus for controlling a virtual reality video game with an isometric exercise system for children.	11/372,231	Pending
	Apparatus for controlling a virtual reality video game with an rotatable exercise system for children.	11/672,653	Pending
	Video game controller for facilitating user exercise during video game play.	11/930,642	Pending
	Unique design for exercise device containing video game controller.	D510,391	10/4/2005
	Unique design for exercise device containing video game controller.	D514,627	2/7/2006
	Unique design for video game controller	D517,124	3/14/2006
	Game controller connection system for multiple video gaming systems	11/097370	Pending
	Force measurement system for an isometric exercise device.	11/133449	Pending
<b>DOMAIN NAMES</b>			
	ia-labs.com		10/23/2006
	interactionlaboratories.com		10/23/2006

**TRADEMARK**

**RECORDED: 01/05/2010**

**REEL: 004124 FRAME: 0317**