

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strength Systems, Inc.		04/07/2010	CORPORATION: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Original HeavyRope, L.L.C.		
<b>Street Address:</b>	3725 Severn Avenue		
<b>City:</b>	Metairie		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70002		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: LOUISIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1381626	HEAVYROPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(504)523-2705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5045232600		
<b>Email:</b>	jrodriguez@frvf-law.com		
<b>Correspondent Name:</b>	H. Jake Rodriguez		
<b>Address Line 1:</b>	400 Poydras Street, 30th Floor		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70130		
<b>ATTORNEY DOCKET NUMBER:</b>	004937-00005		
<b>NAME OF SUBMITTER:</b>	H. Jake Rodriguez		
<b>Signature:</b>	/s/ H. Jake Rodriguez		
<b>Date:</b>	08/31/2010		

OP \$40.00 1381626

**Total Attachments: 14**

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TRADEMARK AND ASSET PURCHASE AGREEMENT 

This Agreement, made and effective this 7 day of April, 2010, by and between ORIGINAL HEAVYROPE, L.L.C., a limited liability company incorporated in Louisiana having a principal place of business at 3725 Severn Avenue, Metairie, Louisiana 70002 ("Buyer"), and STRENGTH SYSTEMS, INC., a business corporation incorporated in Louisiana having a principal place of business at 1401 Distributors Row, Suite H, New Orleans, Louisiana 70128 ("Seller").

Seller has adopted, owns and has used the Trademark HEAVYROPE® in connection with the marketing and sale of the goods and/or services set forth in Appendix A attached hereto ("the Trademark"). Seller also owns existing inventories, component parts and partially assembled units of the HEAVYROPE®.

Buyer wishes to acquire Seller's rights to the Trademark and the goodwill of Seller's business symbolized by the Trademark. Buyer wishes to acquire all existing inventories, component parts and partially assembled units of HEAVYROPE®.

Seller is willing to assign to the Buyer all of its rights in and to the Trademark, along with the goodwill of Seller's business symbolized by the Trademark, as well as assets related thereto on the terms here specified. The parties therefore agree as follows:

**Terms and Conditions**

1. **Trademark Assignment.** Seller agrees to assign all of its rights, title and interest in the Trademark HEAVYROPE® to Buyer. The specifics of the Trademark are set forth in Appendix A.
2. **Transfer of Assets.** Seller sells to Buyer, and Buyer purchases and accepts from Seller, all of Seller's right, title and interest in and to the tangible and intangible assets of the Seller

listed in Schedule 1 (collectively, the "Assets"), free and clear of any liens or encumbrances, which assets include certain manual exercise equipment products (as described in Schedule 1, the "Products").

3. **Liabilities.** Except as otherwise specifically set forth herein, Buyer is not assuming and shall not be liable for, and Seller shall retain and, as between Buyer and Seller, remain solely liable for and obligated to discharge, all of the debts, contracts, agreements, commitments, obligations and other liabilities of any nature of Seller, whether known or unknown, accrued or not accrued, fixed or contingent, and arising out of or resulting from the operations of the Seller at any time before or after the date of hereof, including any liabilities resulting from the sale of the Assets constituting a "bulk sale" under any state commercial code. Seller will indemnify, defend and hold harmless Buyer and each of Buyer's officers, directors, employees, agents, successors and assigns for any and all liabilities, losses, damages, claims, costs and expenses, interest awards, judgments, penalties and legal costs arising out of a breach of any of the aforementioned obligations.
4. **Deliverables.** Upon or promptly after execution of this Agreement by both parties, Seller shall deliver to Buyer:
  - 4.1 An executed Trademark Assignment, in the form attached hereto as Appendix B, assigning to Buyer, Seller's entire right, title, and interest in and to the Trademark along with the goodwill of the business symbolized by the Trademark and any application for or registration of the Trademark;
  - 4.2 Seller agrees to furnish to Buyer written documentation substantiating Seller's representations and warranties of use and ownership of the Trademark set forth in Paragraph 6. Such documentation shall include, without limitation to:

- (A) Materials showing Seller's or its predecessor in interest's first use of the Trademark on or in connection with the goods and services listed in Appendix A;
- (B) Seller's or its predecessor in interest's first use of the Trademark in interstate commerce; and
- (C) Seller's continuing use of the Trademark up to and including the date of the filing of the applications to include, for example: (i) invoices to customers; (ii) labels, name plates, cartons and like materials bearing the Trademark as used by Seller in its sale of goods; (iii) advertising, business literature and other materials showing the sale and offering of services under the Trademark; (iv) media articles available to Seller and concerning Seller, its predecessor in title and their respective goods and services marketed and sold under the Trademark; and (v) other written materials such as brochures, stationery, business cards and the like showing use of the Trademark by Seller and its predecessor in title.

4.3 Seller's complete Application or Registration file(s), including at least one extra label, name plate, carton, brochure or other writing, or other specimen provided to the United States Patent Office or to any Secretary of State in support of registration of the Trademark for each of the goods and services named in the Application.

5. Price and Payment.

- 5.1 Consideration for the Trademark assignment and assets is EIGHTY THREE THOUSAND AND 00/100 dollars (\$83,000.00).
- 5.2 Seller previously tendered the sum of FIFTEEN THOUSAND AND 00/100 dollars (\$15,000.00) on March 19, 2010 as a deposit in anticipation of this Agreement.
- 5.3 Upon execution of this Agreement by both parties, Buyer shall deliver to Seller the sum of SIXTY EIGHT THOUSAND AND 00/100 dollars (\$68,000.00) in full payment and consideration for this Trademark assignment, assets and other undertakings in this Agreement as herein provided.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

- 6.1 *Organization.* Seller is a business corporation duly formed and validly existing under the laws of Louisiana, and has full corporate power and authority and legal right to own and operate or lease the Assets and to carry on its business as presently conducted, to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, and to consummate the contemplated.
- 6.2 *Authority.* The execution and delivery of this Agreement (and all other agreements and instruments contemplated hereunder) by Seller, the performance by the Seller of its obligations hereunder, and the consummation by Seller of the contemplated transactions have been duly authorized by all necessary action by the Board of Directors and/or Shareholders of Seller.

- 6.3 *Assets Generally.* Seller holds valid title to all of the Assets and has the complete and unrestricted power and the unqualified right to sell, assign and deliver the Assets to Buyer. Upon consummation of the transactions contemplated by this Agreement, Buyer will acquire valid title to the Assets free and clear of any mortgages, pledges, liens, security interests, encumbrances, charges or other claims of third parties of any kind ("Liens"). No Person other than Seller has any right or interest in the Assets, including the right to grant interests in the Assets to third parties.
- 6.4 Seller is the owner of the Trademark as applied to the goods and services listed in Appendix A and has the right to enter into this Agreement and the attached assignment.
- 6.5 Seller does not know of any prior use of the Trademark or any third party claim of any prior use of the Trademark or any confusingly similar mark on or in connection with the same or similar goods or services.
- 6.6 *Infringement.* The Assets do not infringe upon any patent, trade name, trademark, copyright, trade secret or any other intellectual property right of any Person. Seller is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any patent, trademark, trade name, copyright, trade secret or other intellectual property rights, with respect to the use thereof or in connection with the conduct of Seller's business or otherwise.
- 6.7 There are no challenges to Seller's ownership of the Trademark or its right to assign the Trademark and the associated goodwill to Buyer.

- 6.8 Seller has not abandoned use of the Trademark, directly or through its predecessor in interest or licensee(s).
- 6.9 Seller has continuously used the Trademark since its adoption in connection with the goods and services listed in Appendix A in interstate and/or commerce from a foreign country or, as indicated in Appendix A, in intrastate commerce.
- 6.10 Seller owns a Registration for the Trademark on the Principal Register in the United States Patent and Trademark Office for the goods and/or services substantially as set forth in Appendix A, Registration No.1381626;
- 6.11 Seller has not registered and has no pending application for registration of the Trademark in any other country or state.
- 6.12 **Taxes.** All sales and use taxes, real and personal property taxes, gross receipts taxes, documentary transfer taxes, employment taxes, withholding taxes, unemployment insurance contributions and other taxes or governmental charges of any kind, however denominated, including any interest, penalties and additions to tax in respect thereto, for which Buyer could become liable as a result of acquiring the Assets or which could result in a lien on or charge against the Assets (collectively, "Taxes") have been or will be paid by Seller for all periods (or portions thereof) prior to the due dates thereof.
- 6.13 **Claims.** There are no claims, actions, suits, inquiries, proceedings or investigations relating to Seller or the Assets which are currently pending or, to the best knowledge of Seller, threatened at law or in equity or before or by any Governmental Entity. There are no claims relating to any of the Assets containing allegations that the Assets are defective or in breach of any warranty,



or were improperly designed or manufactured or improperly labeled or any similar claims of any kind whatsoever.

6.14 **Full Disclosure.** Seller is not aware of any facts pertaining to the Assets which could affect the Assets in a material adverse manner or which are likely in the future to affect the Assets in a material adverse manner. Neither this Agreement, nor any other agreement, exhibit, schedule or certificate being entered into or delivered pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein contained not misleading.

6.15 **Indemnification by Seller.** Seller will indemnify, defend and hold harmless Buyer and each of Buyer's officers, directors, employees, agents, successors and assigns for any and all liabilities, losses, damages, claims, costs and expenses, interest awards, judgments, penalties and legal costs arising out any breach or inaccuracy of any of the Seller's representations, warranties or agreements set forth in this Agreement.

7. **Seller's Cooperation.** Seller agrees to cooperate with and assist Buyer in Buyer's obtaining, enforcing and defending its rights in the Trademark pursuant to this purchase agreement, including, without limitation, Buyer's protection of the Application and any new or modified applications to register the Trademark in the United States Patent and Trademark Office, or in any State for goods and services, the same as or similar to those listed in Appendix A or those contained in the Application.

8. **Termination of Use by Seller.** Seller will cease all use of the Trademark upon execution of this Agreement.

9. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

9.1 ***Organization.*** Buyer is a limited liability corporation duly formed and validly existing under the laws of Louisiana, and has full corporate power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, and to consummate the contemplated transactions.

9.2 ***Authority.*** The execution and delivery of this Agreement (and all other agreements and instruments contemplated hereunder) by Buyer, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the contemplated transactions have been duly authorized by all necessary action by the Board of Directors and/or Members of Buyer. No other act or proceeding on the part of Buyer or its members is necessary to approve the execution and delivery of this Agreement and such other agreements and instruments, the performance by Buyer of its obligations hereunder and the consummation of the transactions contemplated hereby and thereby.

10. **Authorized Use of Trademark.** Except with the prior written authorization of Buyer, Seller shall not adopt or use any mark or name which is the same or confusingly similar to the Trademark, or which tends to dilute its distinctiveness.

11. **Effective Date.**

11.1 This Agreement shall be effective as of the date first above written.


11.2 Seller's obligations under Paragraph 7 shall terminate two (2) years after the date of the execution of this Agreement.

12. Entire Agreement. The terms of this Agreement and other writings referred to herein and delivered by the parties hereto represent the entire Agreement of the parties and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that the Agreement, together with the exhibits and schedules hereto, shall constitute the complete and exclusive statement of its terms.

13. Applicable Law. Louisiana law applies to this Agreement without regard for any choice of law rules that might direct the application of laws for any other jurisdiction. All disputes arising out of this Agreement will be decided by the United States District Court for the Eastern District of Louisiana.

This Trademark and Asset Purchase Agreement has been duly executed and delivered by the authorized representatives of Sellers and Buyers as of the day and year first above written.

  
 \_\_\_\_\_  
 STRENGTH SYSTEMS, INC.

  
 \_\_\_\_\_  
 ORIGINAL HEAVYROPE, L.L.C.

By: \_\_\_\_\_  
 Name: David C Bower  
 Title: President CEO  
 Dated: 8-7-2010

By: \_\_\_\_\_  
 Name: Joe Schick  
 Title: Vice President  
 Dated: 8-7-2010

**SCHEDULE 1****(Schedule of Assets)**

- (1) **HEAVYROPE® Products (the "Products")**. All of the products of Seller, including without limitation, past and current versions of such products, shipping versions of such products and versions of such products currently under development, and any and all English and foreign language versions of such products.
- (2) **Engineering Information**. Any and all design documentation, methodologies, processes, trade secrets, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions (exclusive of inventions covered by patents and patent applications), know how, techniques, engineering work papers, works-in-progress and programmer's notes which are necessary to the development, manufacture, operation, maintenance or use of the products (collectively, "Engineering Information").
- (3) **Testing Materials**. Any and all Engineering Information relating specifically to testing and correcting defects in the products and all other documents and materials which are necessary or helpful to maintain, enhance and correct errors and to provide continued customer support.
- (4) **Customer Support Materials**. Any and all customer support materials relating specifically to the products, including support training materials and support bulletins (including, without limitation, copies of any and all information on electronic bulletin boards) (the "Customer Support Materials").
- (5) **Books and Records**. All books and records relating to the products, and lists of all licensees and vendors of the Assets.

**APPENDIX A****GOODS AND/OR SERVICES OFFERED AND SOLD UNDER THE  
TRADEMARK**

<b>Trademark:</b>	HEAVYROPE®
<b>Registration:</b>	1381626
<b>Register:</b>	Principal
<b>Serial No.:</b>	73/552862
<b>International Class:</b>	028
<b>First Use:</b>	October 1983
<b>In Commerce:</b>	October 1983
<b>Registration Date:</b>	February 4, 1986
<b>Renewal Date:</b>	February 2, 2006
<b>Description of Goods:</b>	Manually operated exercise equipment in the nature of a particulate filled elastomeric tubing.

Appendix BTRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of April 7, 2010, by and between STRENGTH SYSTEMS, INC., a Louisiana business corporation, having a place of business at 1401 Distributors Row, Suite H, New Orleans, Louisiana 70128 ("Assignor") and ORIGINAL HEAVYROPE, L.L.C., a Louisiana limited liability company having a place of business at 3725 Severn Avenue, Metairie, Louisiana 70002 ("Assignee").

Assignor has adopted, and is the owner of the trademark HEAVYROPE®, and U.S. Registration No. 1381626, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademark"). Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same. Assignor desires to assign to Assignee all rights, title, and interest in and to the Trademark owned by Assignor. Therefore, Assignor and Assignee hereby agree as follows:

Terms and Conditions

1. Assignment. Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to:
  - 1.1. The name and mark "HEAVYROPE".
  - 1.2. United States Trademark Registration No. 1381626.
  - 1.3. All the good will of that portion of Assignor's business and/or business symbolized by the Trademark, together with:

- (A) all income and royalties hereafter due or payable to Assignor with respect to the Trademark,
- (B) all damages and payments for past or future infringements and misappropriations of the Trademark; and
- (C) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

2. **Representations and Warranties of Assignor.** Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, and agreements which are inconsistent herewith.
3. **Execution of Documents and Instruments.** Assignor agrees to execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

*David C. Bouza*  
STRENGTH SYSTEMS, INC.

*J.A. Salvi*  
ORIGINAL HEAVYROPE, L.L.C.

Name: *DAVID C BOUZA*  
Title: *President CEO*  
Dated: *4-7-2010*

Name: *Joe Schick*  
Title: *Vice President*  
Dated: *4/7/2010*

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS *7* DAY OF  
*April*, 2010.

*[Signature]*  
NOTARY PUBLIC



**DONALD R. DIMAGGIO**  
Notary ID #33195  
Notary Public  
State of Louisiana  
My Commission is for Life