

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
FITNESS QUEST, INC.		11/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THANE INTERNATIONAL, INC.		
Street Address:	78-140 Calle Tampico		
City:	La Quinta		
State/Country:	CALIFORNIA		
Postal Code:	92253		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326756	ROCKIN' ABS	
CORRESPONDENCE DATA			
Fax Number:	(760)777-0201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	760-777-0217		
Email:	hmarino@thaneinc.com		
Correspondent Name:	Helena Marino		
Address Line 1:	78-140 Calle Tampico		
Address Line 4:	La Quinta, CALIFORNIA 92253		
ATTORNEY DOCKET NUMBER:	ROCKIN' ABS		
NAME OF SUBMITTER:	Helena Marino		
Signature:	/helena marino/		
Date:	03/09/2011		

OP \$40.00 3326756

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of November 30, 2010 (the "Effective Date") between Fitness Quest Inc., a Delaware corporation, having its principal place of business located at 1400 Raff Road, SW, Canton, Ohio 44750 ("Assignor") and Thane International, Inc., a Delaware corporation, having its principal place of business located at 78-140 Calle Tampico, La Quinta, California 92253 ("Assignee").

WITNESSETH

WHEREAS, Assignee is interested in acquiring Assignor's federal and common law trademark, identified on *Schedule A* attached hereto ("Trademark"); and

WHEREAS, Assignor has adopted, used and acquired certain rights in the Trademark and generated goodwill with respect to such Trademark; and

WHEREAS, Assignor desires to transfer, and Assignee desires to own, all right, title and interest in and to the Trademark including the goodwill associated with such Trademark, except for those rights reserved by Assignor as recited herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark together with the good will of the business symbolized by said Trademark, and the right, title, and interest in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademark, and in and to all rights corresponding to the foregoing throughout the world. In connection with the foregoing, Assignor agrees to sign a separate "Trademark Assignment" (in the form set forth in *Attachment B*) and any other documents that may become reasonably necessary to effectuate this assignment and the terms of this transfer, which documents maybe be filed and recorded by Assignee with the USPTO or with other authorities as may become necessary.

2. Purchase Price. Assignee shall pay Assignor \$2,500 USD no later than five (5) business days after the Effective Date of this Agreement.

3. Reservation of Rights. Assignor reserves the following rights:

- a. Support for Current Rockin' Abs® Product Line: Assignor shall continue to support its current Rockin' Abs® product line through distribution of replacement parts, ownership manuals, instructions, and other customer support services.
- b. Goodwill: Nothing in this Agreement shall be construed or implied that less than the entire goodwill associated with the Trademark is transferred to Assignee.

4. Indemnification.

- a. Assignee. Assignee shall defend, indemnify and hold harmless Assignor and its subsidiaries, affiliates, agents, partners, customers, licensees, successors, directors, officers

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and shareholders and, their successors and any assign from, against and for all liabilities, losses, costs, expenses, attorneys' fees, fines and claims ("Claims") and all costs, expenses and attorneys' fees incurred in the defense of or response to such Claims as well as any action, response or proceeding brought on any such Claims arising out of any claim, lawsuit or demand, including intellectual property, property damage and personal injury claims, with respect to the use or other exploitation of the Trademark by or on behalf of Assignee including, without limitation, Claims arising from any product or marketing materials used in association with the Trademark.

- b. Indemnification Procedure. If any action or proceeding is brought against any indemnified party by reason of any Claims for which the indemnified party is entitled to indemnification pursuant to this Agreement, Assignee, upon notice from the indemnified party, shall defend the action or proceeding at the Assignee's sole cost and with counsel reasonably approved by the indemnified party. Further, Assignee shall not enter into any settlement or similar agreement that adversely affects the indemnified party without the indemnified party's prior written approval.

5. DISCLAIMER. TO THE EXTENT ALLOWED BY LOCAL LAW, ASSIGNOR IS PROVIDING THE TRADEMARK TO ASSIGNEE "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.


6. Binding on Successors and Assigns. Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

7. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. Any amendment, modification, or supplement to this Agreement shall be in writing and signed by both parties.

8. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

9. Choice of Law. This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws rules thereof.

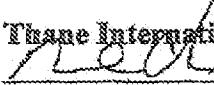
In witness whereof, the parties have executed this Trademark Assignment Agreement, effective the day first written above.

Fitness Quest Inc.


[signature]
JOHN MCCANN

[print name]
CEO + President

[title]

Thane International, Inc.


[signature]
Michael Clark

[print name]
Executive Vice President

[title]

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SCHEDULE A

FEDERAL TRADEMARK REGISTRATION:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Rockin' Abs	3,326,756	October 30, 2007

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ATTACHMENT B

TRADEMARK ASSIGNMENT

WHEREAS, Fitness Quest Inc., a Delaware corporation, having its principal place of business located at 1400 Raff Road, SW, Canton, Ohio 44750 ("Assignor") owns U.S. Trademark Registration No. 3,326,756 for the mark ROCKIN' ABS in International Class 28 as indicated on the records of the U.S. Patent and Trademark Office.

WHEREAS, Thane International, Inc., a Delaware corporation, having its principal place of business located at 78-140 Calle Tampico, La Quinta, California 92253 ("Assignee"), is desirous of acquiring the above-identified trademark registration, together with all good will associated with the ROCKIN' ABS mark.

NOW, THEREFORE, for good and valuable consideration, Assignor assigns and transfers to Assignee, all Right, title and interest in and to the above-identified trademark registration along with all good will of any business associated with or symbolized by the ROCKIN' ABS mark.

Dated: 12-3-10

Assignor:


Fitness Quest Inc.

RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE dated as of December 30, 2010 (this "Release"), is made by Comerica Bank, as Agent (the "Secured Party").

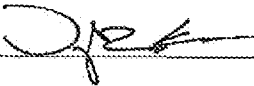
WHEREAS, Fitness Quest Inc. (the "Debtor") granted to the Secured Party a security interest in its "Rockin' Abs" trademark, registration number 3326756 (the "Trademark").

WHEREAS, the Secured Party wishes to: (i) release all of its security interest covering the Trademark; (ii) restore all right, title and interest in and to the Trademark to Debtor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademark, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to the Trademark. The Secured Party hereby authorizes the Debtor to file this Release under the Uniform Commercial Code in the United States Patent and Trademark Office or other state or federal governmental office to effect the provisions of this Release.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

COMERICA BANK, as Agent

By: 

Name: DARYL R. KRAUSE

Title: MANAGING DIRECTOR