

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                 |                                     |
|----------------------------------|--|-----------------|-------------------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                 |                                     |
| NATURE OF CONVEYANCE:            | MERGER   |                 |                                     |
| EFFECTIVE DATE:                  | 04/15/2011   |                 |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                 |                                     |
|                                  | <b>Name</b>  | <b>Formerly</b> | <b>Execution Date</b>               |
|                                  | Aspen Core Fitness LLC   |                 | 04/15/2011                          |
|                                  |  |                 | LIMITED LIABILITY COMPANY: COLORADO |
| <b>RECEIVING PARTY DATA</b>      |  |                 |                                     |
| <b>Name:</b>                     | Fitness Anywhere LLC   |                 |                                     |
| <b>Street Address:</b>           | 755 Sansome St., Ste. 600  |                 |                                     |
| <b>City:</b>                     | San Francisco  |                 |                                     |
| <b>State/Country:</b>            | CALIFORNIA   |                 |                                     |
| <b>Postal Code:</b>              | 94111  |                 |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                 |                                     |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                 |                                     |
|                                  | <b>Property Type</b>   | <b>Number</b>   | <b>Word Mark</b>                    |
|                                  | Serial Number:   | 77912036        | RIP                                 |
|                                  | Serial Number:   | 77912052        | RIP-COREFX                          |
| <b>CORRESPONDENCE DATA</b>       |  |                 |                                     |
| <b>Fax Number:</b>               | (510)868-8310  |                 |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                 |                                     |
| <b>Phone:</b>                    | 510-593-9442   |                 |                                     |
| <b>Email:</b>                    | omid@ipfoundry.com   |                 |                                     |
| <b>Correspondent Name:</b>       | omid@ipfoundry.com   |                 |                                     |
| <b>Address Line 1:</b>           | 360 Grand Ave. Ste. 90   |                 |                                     |
| <b>Address Line 4:</b>           | Oakland, CALIFORNIA 94610  |                 |                                     |
| <b>NAME OF SUBMITTER:</b>        | Omid Mantashi  |                 |                                     |
| <b>Signature:</b>                | /oam208226/  |                 |                                     |

OP \$65.00 77912036

900191805

**TRADEMARK**  
 REEL: 004540 FRAME: 0347

Date:

05/12/2011

Total Attachments: 5

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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made this 15<sup>th</sup> day of April 2011, by and between ASPEN CORE FITNESS, LLC, a Colorado limited liability company ("Seller"), and FITNESS ANYWHERE LLC, a Delaware limited liability company ("Buyer").

**RECITALS**

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated April 15, 2011 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller the Assets (excluding the Excluded Assets) and assume the Assumed Liabilities and the Assumed Post-Closing Liabilities (collectively, the "Liabilities"), each on the terms and conditions set forth in the Purchase Agreement; and

B. Buyer and Seller desire to carry out the intent and purpose of the Purchase Agreement by Seller's execution and delivery of this instrument evidencing the vesting in Buyer of the Assets and the assumption by Buyer of the Liabilities.

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

1. Recitals. The Recitals are hereby incorporated into this Bill of Sale as if fully set forth herein.
2. Capitalized Terms. Unless otherwise defined in this Bill of Sale, capitalized terms used in this Bill of Sale shall have the meanings ascribed to such terms in the Purchase Agreement.
3. Transfer and Assignment of the Assets. Effective as of the Closing Date and for valuable consideration paid to it by Buyer, the receipt, adequacy and sufficiency of which is hereby acknowledged, Seller hereby grants, assigns, transfers, conveys and delivers to Buyer, absolutely and unconditionally, all of Seller's right, title and interest in and to the Assets.
4. Assumption of the Liabilities. Effective as of the Closing Date, Buyer hereby undertakes, assumes and agrees to perform, pay or discharge in full or otherwise satisfy when due all of the Liabilities in accordance with their respective terms and in accordance with the terms and conditions of the Purchase Agreement.
5. Conditions of Transfer. Seller hereby transfers the Assets and the Liabilities and Buyer accepts such Assets and Liabilities subject to the terms and conditions of the Purchase Agreement.
6. Entire Agreement. This Bill of Sale and the Purchase Agreement constitute the entire agreement between the parties pertaining to the transfer of the Assets and the Liabilities by

Seller to Buyer. Nothing in this Bill of Sale shall diminish any party's rights or obligations under the Purchase Agreement.

7. Modification; Waiver. No supplement, modification or amendment to this Bill of Sale shall be binding unless executed in writing by all parties. No waiver of any provision of this Bill of Sale shall be deemed or shall constitute a waiver of any other provisions, 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. Further Assurances. The parties to this Bill of Sale agree to execute and deliver or cause to be executed and delivered at consummation of this transaction or at other reasonable times and places such additional instruments as another party hereto may reasonably request for the purpose of carrying out this Bill of Sale.

9. Governing Law. This Bill of Sale shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of Delaware.

10. Headings. The Section headings contained in this Bill of Sale are for reference purposes only and shall not affect in any way the meaning or interpretation of this Bill of Sale.

11. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. A signature page received by facsimile or other electronic transmission shall constitute an original signature page.

[SIGNATURE PAGE TO FOLLOW]

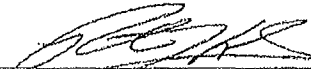
13695678

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Bill of Sale, Assignment and Assumption Agreement as of the date written above.

SELLER:

ASPEN CORE FITNESS, LLC

By:   
Its: Pete Holman: President PAH

BUYER:

FITNESS ANYWHERE LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Bill of Sale, Assignment and Assumption Agreement as of the date written above.

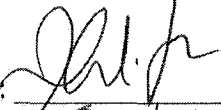
SELLER:

ASPEN CORE FITNESS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BUYER:

FITNESS ANYWHERE LLC

By:  \_\_\_\_\_  
Its: Secretary \_\_\_\_\_

**SCHEDULES  
TO  
ASSET PURCHASE AGREEMENT**  
by and among  
**FITNESS ANYWHERE LLC (“Buyer”)**  
**ASPEN CORE FITNESS, LLC (“Seller”)**  
**JEFFREY D. HULING, PETER A. HOLMAN and WILLIAM D. FABROCINI**  
 (“Executive Management”)  
and  
**ASPEN INTEGRATIVE KINETICS, LLC and BILL FABROCINI, LLC**  
 (“Seller Member Companies”)

Schedule 2.12.3  
Seller Intellectual Property

**Patents:**

1. USPTO Application #61/458,470 (exercise bar)

**Trademarks:**

1. Rip: USPTO Application Serial #77912036
2. Rip-CoreFX: USPTO Registration No. 3,930,500

**Domain Names:**

1. Riptrainer.com
2. Rip-training.com
3. Rip-trainer.com
4. RipCoreFX.com
5. RipCoreFX.net
6. Rip-Fitness.net
7. Rip-Fitness.com
8. Rip-CoreFX.net
9. Rip-CoreFX.com