

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
The Step Company		07/01/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Step Fitness & Recreation, Inc.		
Street Address:	2130 Newmarket Parkway		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30067		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1673536	THE STEP	
Registration Number:	1676883	THE STEP	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3406		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Daniele E. Bourgeois		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Bank of America Plaza, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	43686.000001		
NAME OF SUBMITTER:	Daniele E. Bourgeois		
Signature:	/Daniele E. Bourgeois/		

OP \$65.00 1673536

Date:

06/22/2011

Total Attachments: 2

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of the 1st day of July, 2004, by and between The Step Company, a Georgia corporation, having its principal place of business at 2130 Newmarket Parkway, Marietta Georgia USA 30067 (hereinafter referred to as "Assignor"), and Step Fitness & Recreation, Inc., a Georgia corporation, having its principal place of business at 2130 Newmarket Parkway, Marietta Georgia USA 30067 (hereinafter referred to as "Assignee")

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the marks, applications and registrations set forth on Schedule A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks to Assignee; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment Assignor hereby grants, conveys and assigns to Assignee all of its right, title and interest in and to the Marks, together with the good will identified thereby and the right to recover damages and profits and other remedies for past infringement of the Marks.


2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to enable such right, title and interest to be recorded in the appropriate governmental authority or agency.

"ASSIGNOR"
The Step Company


By: _____

Name: Richard P. Boggs
Title: Chief Executive Officer

"ASSIGNEE"
Step Fitness & Recreation, Inc.


By: _____

Name: Lyle Ray Irwin
Title: President/CEO

**SCHEDULE A
TRADEMARK REGISTRATIONS**

MARK	REGIS/APP. NO.	COUNTRY
THE STEP & Design	A545955	Australia
THE STEP & Design	520,814	Benelux
THE STEP & Design	TMA440055	Canada
THE STEP & Design	1.633.154	France
THE STEP & Design	2 019 790	Germany
THE STEP & Device	B03733/1992	Hong Kong
THE STEP & Design	621.282	Italy
THE STEP & Design	266347	South Korea
THE STEP (Block letters)	1.764.604	Spain
THE STEP (mixed)	1.610.100	Spain
THE STEP & Design	396.307	Switzerland
THE STEP & Design	00537141	Taiwan
THE STEP & Design	1493335	United Kingdom
THE STEP & Design	1,673,536	United States
THE STEP & Design	1,676,883	United States