

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
PNC Bank, National Association		04/04/2012	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	PaceMaster, LLC
Street Address:	700 Wallrich Avenue
City:	Cornwall
State/Country:	CANADA
Postal Code:	K5J 5X4
Entity Type:	LIMITED LIABILITY COMPANY: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2000631	PACEMASTER

CORRESPONDENCE DATA

Fax Number: 9739941744
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (973) 994-1700
 Email: gtroublefield@carellabyrne.com
 Correspondent Name: Carella, Byrne, Cecchi, Olstein, Brody &
 Address Line 1: 5 Becker Farm Road
 Address Line 2: G. Glennon Troublefield
 Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	844972-2
-------------------------	----------

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

G. Glennon Troublefield

Signature:

/G. Glennon Troublefield/

Date:

04/16/2012

Total Attachments: 3

source=assignment#page1.tif

source=assignment#page2.tif

source=assignment#page3.tif

ASSIGNMENT AND RELEASE OF SECURITY INTEREST

WHEREAS, PNC BANK, National Association (the "Bank"), having an address at One Garrett Mountain Plaza, West Paterson, New Jersey 07424, incorrectly appears, on the records of the U.S. Patent and Trademark Office (the "Trademark Office"), as the record owner of all right, title and interest in and to the trademark PACEMASTER (the "Mark"), which was registered on September 17, 1996 on the principal register of the Trademark Office as Trademark Registration No. 2,000,631;

WHEREAS, on December 27, 2002, the Mark was owned by Aerobics, Inc. ("Aerobics") which granted the Bank a lien and security interest in and to the Mark, pursuant to a Rider to Security Agreement (the "Rider") that was incorporated into and made a part of a Security Agreement and certain other financing documents and security agreements executed by Aerobics and the Bank (collectively, the "Loan Documents");

WHEREAS, on February 21, 2003, the Bank submitted the Rider to the Trademark Office for recording, pursuant to which the Trademark Office recorded the Rider at Reel 2675 - Frame 82 of the Trademark Office's records as a security agreement from Aerobics (as assignor) to the Bank (as assignee);

WHEREAS, on February 21, 2003, the Bank submitted the Rider to the Trademark Office for recording a second time, pursuant to which the Trademark Office recorded the Rider at Reel 2675 - Frame 117 of the Trademark Office's records as an assignment of the right, title and interests in and to the Mark from Aerobics (as assignor) to the Bank (as assignee);

WHEREAS, the Bank desires to (i) correct the records of the Trademark Office to reflect the fact that the Bank was never the owner of the Mark, but rather only the holder of a security interest therein by effecting a quitclaim conveyance of any interest it may have in and

Error! Unknown document property name.

**TRADEMARK
REEL: 004757 FRAME: 0497**

to the Mark to PaceMaster, LLC, (formerly known as Fitness Equipment Manufacturers of America, LLC; "PaceMaster"), and (ii) release and discharge any lien and security interests that it may hold against the Mark pursuant to the Rider and/or the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby,

1. The Bank, as assignor, does hereby quit claim and convey to, and by these presents does quit claim and convey to PaceMaster, as assignee, all right, title and interest, if any, that it may have in and to the Mark and any goodwill associated therewith, without any representation, warranty or covenant of any kind or nature. This assignment is effective as of July 19, 2012, the date that the Bank released its security interest in and to the Mark.

2. The Bank does hereby irrevocably and forever releases and discharges any lien and security interest that it may hold against the Mark that was granted to it by Aerobics pursuant to the Rider, the Security Agreement and/or the Loan Documents.

Executed this 4th day of April, 2012.

PNC BANK, National Association

BY: _____

Name William J. Dordick

Title Vice President

STATE OF Pennsylvania)
) SS:
COUNTY OF Lackawanna)

The foregoing instrument was acknowledged before me this 4th day of April, 2012, by William J. Dordick Jr., who acknowledged himself/herself to be a Vice President of PNC BANK, National Association and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes there contained by signing on behalf of said ban as an authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kyra E. Zoranski

NOTARY PUBLIC
My Commission expires: September 16, 2012

(Notary Seal)

#468199v2

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kyra E. Zoranski, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Sept. 16, 2012
Member, Pennsylvania Association of Notaries