

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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.		04/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Oak Lawn Marketing, Inc.		
Street Address:	NHK NAGOYA Broadcasting Center Bldg 14th Floor		
Internal Address:	1-13-3 Higashi Sakura, Higashi-ku		
City:	Nagoya		
State/Country:	JAPAN		
Postal Code:	461-0005		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3360889	LEG MAGIC	
Registration Number:	3709996	LEG MAGIC PULSE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	5818497-0058-OAKLAWN		
DOMESTIC REPRESENTATIVE			

CH \$65.00 3360889

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	04/25/2012

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is entered into as of April 20, 2012 (the “**Effective Date**”), by and between Fitness Quest, Inc., a Delaware corporation having its principal place of business at 1400 Raff Rd. SW, Canton, Ohio 44750, USA (“**Assignor**”), and Oak Lawn Marketing, Inc., a Japanese corporation having its principal place of business at NHK NAGOYA Broadcasting Center Bldg 14th Floor, 1-13-3 Higashi Sakura, Higashi-ku, Nagoya 461-0005, Japan (“**Assignee**”).

### WITNESSETH

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the trademarks and trademark applications set forth in the attached SCHEDULE A (the “**Transferred Trademarks**”); and pursuant to the terms of that certain Asset Purchase Agreement between Assignor and Assignee dated as of April 9, 2012, Assignor agreed to convey to Assignee, and Assignee agreed to receive from Assignor, the Transferred Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Assignee and Assignor hereby agree:

### ASSIGNMENT

1.1 Assignment of Trademarks. In consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor sells, assigns, transfers and sets over unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world.

1.2 Recordation of Trademarks. Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country, whose duty is to record or issue trademark registrations to record or issue the same for the Transferred Trademarks to the Assignee.

1.3 Cooperation and Attorney-in-fact. Assignor shall cooperate and execute any further assignments and other lawful documents as Assignee may request to effectuate fully the assignment herein including recordation of such assignment with the United States Patent and Trademark Office and with other government authorities worldwide whose duty is to record trademark registrations. If Assignor fails to execute such further assignments or other lawful documents within five (5) business day of being presented with such assignments or other lawful documents, the Assignee may, in the name of, and on behalf of, the Assignor, execute such assignments and other lawful documents, and the Assignor hereby irrevocably appoints Assignee as its lawful attorney-in-fact with full power to do so. The foregoing power of attorney is

coupled with an interest and such appointment shall be irrevocable.

1.4 Authorization, Execution and Binding Effect. Each of the Assignor and Assignee represents and warrants that it has full corporate power and authority to execute and deliver this Agreement. Each of the Assignor and Assignee represents and warrants that this Agreement as of the Effective Date has been duly executed and delivered to the other party and constitutes a valid and legally binding agreement, enforceable against each of the Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

**ASSIGNEE:**

OAK LAWN MARKETING, INC.

By:   
Name: Harry A. Hill  
Title: President & CEO

**ASSIGNOR:**

FITNESS QUEST, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

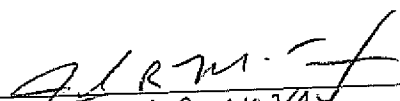
**ASSIGNEE:**

OAK LAWN MARKETING, INC.

By: \_\_\_\_\_  
Name: Harry A. Hill  
Title: President & CEO

**ASSIGNOR:**

FITNESS QUEST, INC.

By:   
Name: JOHN R. MCVAY  
Title: PRESIDENT

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A  
Transferred Trademarks

Trademark	Country	Registration or Application No.	Filing Date	Registration Date
Leg Magic	Australia	1122910	7/7/2006	1/29/2007
Leg Magic	Canada	TMA717888	7/4/2006	7/4/2008
Leg Magic	China	ZC5631493	9/26/2006	10/27/2009
Leg Magic	CTM (EU)	005249933	8/9/2006	7/26/2007
レッグマジック	Japan	5258066	1/28/2009	8/14/2009
Leg Magic	Japan	5015612	7/10/2006	1/5/2007
Leg Magic	Taiwan	1277934	8/8/2006	9/1/2007
Leg Magic	USA	3360889	6/21/2006	12/25/2007
Leg Magic Pulse	USA	3709996	8/8/2008	11/10/2009
Leg Magic	Worldwide	unregistered (to the extent any rights are owned by Assignor)		
Circle Glide	Japan	unregistered (to the extent any rights are owned by Assignor)		

Schedule A