

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
Airdyne, Ltd.		12/21/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	ARD Distribution, LLC		
Street Address:	301 Commerce Street, Suite 1600		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3590558	AIRDYNE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5148		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Gavin George, Haynes & Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	IP Docketing		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Gavin George		
Signature:	/Gavin George/		
Date:	12/28/2012		

OP \$40.00 3590558

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made effective as of December 21, 2012 (the "*Effective Date*"), by and between Airdyne, Ltd., a Texas corporation, a Texas limited partnership with an address at 14910 Henry Road, Houston, Texas 77060 ("*Assignor*"), and ARD Distribution, LLC, a Texas limited liability company with an address at 301 Commerce Street, Suite 1600, Fort Worth, Texas 76102 ("*Assignee*").

RECITALS

A. In connection with that certain Asset Purchase Agreement dated December 21, 2012 (the "*Asset Purchase Agreement*"), between Assignee, Assignor, Airdyne Lafayette, Inc., Airdyne International, Ltd., and Airdyne Services, Ltd., Assignor has agreed to convey, transfer, and deliver to Assignee all right, title and interest in and to the trademarks, tradenames, logos, and goodwill related to the business of Assignor, including the trademark registration owned by Assignor that is listed on the attached Exhibit A (the "*Assigned Trademarks*").

B. Assignor desires to assign all right, title and interest in the Assigned Trademarks to Assignor according to the terms of this Assignment.

C. Assignee desires to obtain all right, title and interest in the Assigned Trademarks according to the terms of this Assignment.

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

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Assigned Trademarks, the goodwill of the business symbolized by the Assigned Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Assigned Trademarks.

Section 2. Assistance. From time to time, as and when requested by any Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

[Remainder of page intentionally left blank. Signature page to follow.]

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

AIRDYNE LTD.

By:  _____

Name: James R. Keppel

Title: Vice President

ARD DISTRIBUTION, LLC

By: _____

Name: Andrew D. Zacharias

Title: Manager

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004930 FRAME: 0468

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

AIRDYNE, LTD.

ARD DISTRIBUTION, LLC

By: _____
Name: James R. Keppel
Title: Vice President

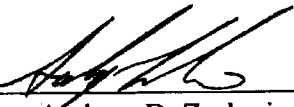
By:  _____
Name: Andrew D. Zacharias
Title: Manager

Exhibit A

Trademark Registration

Owner	Title	Registration Number
Airdyne, Ltd.	AIRDYNE	3,590,558

Exhibit A