

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/25/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Plate North America, Inc.		04/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PPI Acquisitions, LLC		
Street Address:	401 Huehl Rd.		
Internal Address:	Suite 2A		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3709967	MY BODY, MY TIME	
Registration Number:	3948112	POWER PLATE AUTHORIZED TRAINING CENTER	
Registration Number:	3562035	POWER PLATE PROTRAC	
Registration Number:	3481423	POWERPLATE	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3124767558		
Email:	mefdocket@llegal.com		
Correspondent Name:	Marc E. Fineman/Levenfeld Pearlstein LLC		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39472-93531		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		

CH \$115.00 3709967

DATE SIGNED:	02/05/2015
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Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of the 30th day of April, 2014 by and between MICHAEL J. EBER, not individually, but solely in his capacity as assignee ("Assignor") for the benefit of creditors of POWER PLATE NORTH AMERICA, INC., a Delaware corporation ("PPNA"), and PPI ACQUISITIONS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the APA (defined below).

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 25, 2012 (the "APA").

B. Pursuant to the APA, Assignor agreed to sell, transfer, convey and deliver at the Closing all right, title and interest in, to and under the intellectual property and intangible assets of PPNA, as more fully described in the APA, on the terms and subject to the conditions set forth in the APA, including without limitation the trademarks, patent and copyrights identified on Exhibit A;

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of recording the sale, conveyance, assignment, transfer and delivery to Assignee of intellectual property and intangible assets of PPNA with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the APA, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee has purchased and acquired from Assignor, and hereby purchases and acquires from Assignor, all right, title and interest in, to and under any and all intellectual property and intangible assets of PPNA, including without limitation patents, trademarks, trade names, service marks, service names, brand names, symbols, logos, slogans, designs, copyrights, technical know-how, processing formulae, rights to use licensed software, domain names, URL's, to the extent allowable under the law, business opportunities, including without limitation, contracts and purchase orders, all of Seller's right, title and interest in and to the name "Power Plate" to the extent that the names have been used in relation to the marketing of PPNA's business, the goodwill associated with the business, the goodwill associated with the trademarks, trade names and service marks, and any and all other intangible or intellectual property pertaining to the business and belonging to or registered in the name of PPNA. Without limitation of the foregoing, Assignor hereby further sells, assigns, transfers, conveys and delivers to Assignee the entire right, title and interest in and to: (a) the patents and patent applications identified on Exhibit A (including without limitation divisions, reissues, subdivisions, continuations, continuations-in-part and renewals, extensions and prolongations of such patents and patent applications) and the inventions disclosed and claimed therein; (b) the trademarks, service marks, trade names, and trademark, service mark and trade name applications and registrations identified on Exhibit A, including the goodwill associated therewith and including the portions of PPNA's business to which such trademarks, service marks and trade names pertain, such business being ongoing and existing; (c) the copyright applications and registrations identified on Exhibit A; (d) all applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force; and, (e) all claims, causes of action and damages by reason of third party infringement, misappropriation or violation of rights related to any of the foregoing (including the right to sue for, and to collect damages arising from, past, present or future third party infringement, misappropriation or violation of rights related to any of the foregoing); all for Assignee's own use and

enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in the rights transferred herein to Assignee, Assignor hereby waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to any choice of law or conflict of law rules.

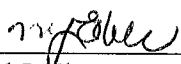
4. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

5. Relationship to APA. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the APA. In the event of any conflict between the terms of the APA and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the APA.

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

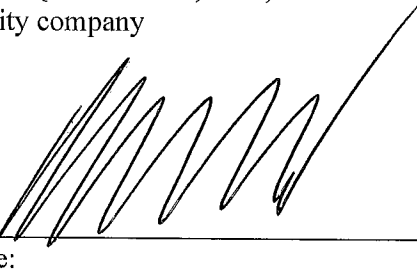
MICHAEL J. EBER, not individually, but solely in his capacity as assignee for the benefit of creditors of POWER PLATE NORTH AMERICA, INC., a Delaware corporation

By: 
Michael J. Eber

Date: 4/30, 2014 (*nunc pro tunc*)

ASSIGNEE:

PPI ACQUISITIONS, LLC, a Delaware limited liability company

By: 
Name:
Its:

Date: 5 - 5, 2014 (*nunc pro tunc*)

EXHIBIT A

TRADEMARKS

Country	Mark Name	App. No.	Filing Date	Reg. No.	Reg. Date
Canada	M ² MAX	1141507	05/22/02	TMA642405	06/17/2005
Canada	MY POWER PLATE	1331128	01/12/07	721482	08/20/08
Canada	POWER PLATE	1223917	07/16/04	672162	09/08/06
Canada	POWER PLATE AND DESIGN	1121985	11/13/01	628452	12/15/04
Canada	POWERBIKE	1528971	05/24/11	N/A	N/A
United States	AIRDAPTIVE (STYLIZED)	77/123065	03/06/07	3489468	08/19/08
United States	BELIEVE YOU CAN	77/547895	08/15/08	3587005	03/10/09
United States	MY BODY, MY TIME	77/536415	07/31/08	3709967	11/10/09
United States	POWER PLATE	79/005874	07/16/04	3059186	02/14/06
United States	POWER PLATE AND DESIGN	77/123040	03/06/07	3481423	08/05/08
United States	POWER PLATE AUTHORIZED TRAINING CENTER AND DESIGN	77/336518	11/26/07	3948112	04/19/11
United States	POWER PLATE PROTRAC AND DESIGN	77/268048	08/30/07	3562035	01/13/09
WIPO	POWER PLATE	834808A	11/11/04 (USA Designation Date)	834808A	07/16/04

EXHIBIT A

PATENTS

Country	Title	App. No.	Filing Date	Patent No.	Grant Date
Canada	EXERCISE APPARATUS	104119	08/28/03	104119	12/20/04
Canada	EXERCISE APPARATUS	104118	08/28/03	104118	12/20/04
Canada	EXERCISE APPARATUS	127811	09/18/08	127811	09/16/09
Canada	DESIGN FOR EXERCISE APPARATUS	139347	02/24/11	139347	10/12/11
Canada	VIBRATION BASED EXERCISE APPARATUS	118484	11/27/06	118484	10/31/07
United States	BODY VIBRATION APPARATUS	10/946265	09/20/04	7563235	07/21/09
United States	EXERCISE APPARATUS	29/189020	01/16/04	D518533	04/04/06
United States	FLIP-OVER ELEMENT FOR AN EXERCISE APPARATUS	29/283509	08/16/07	D580502	11/11/08
United States	EXERCISE APPARATUS	29/189019	08/26/03	D500100	12/21/04
United States	EXERCISE APPARATUS	29/343416	09/11/09	D638076	05/17/11
United States	EXERCISE APPARATUS	29/306718	04/15/08	D602540	10/20/09
United States	DESIGN FOR EXERCISE APPARATUS	29/368828	08/30/10	D654125	02/14/12

EXHIBIT A

COPYRIGHTS

Country	Title	App. No.	Filing Date	Reg. No.	Grant Date
United States	Correspondence course manual power plate : the science & application of whole body vibration	TX0006314554	04/07/06	TX0006314554	04/07/06