

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
Sportline, Inc.		09/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	E&B Exercise LLC		
Street Address:	4 Executive Plaza		
City:	Yonkers		
State/Country:	NEW YORK		
Postal Code:	10701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1526602	SPORTLINE	
Serial Number:	76624337	SPORTLINE	
Serial Number:	76589992	WALKING SHOP BY SPORTLINE	
Serial Number:	76610391	GO WALKING BY SPORTLINE	
Serial Number:	76594882	GO WALKING	
Serial Number:	76610378	WALKING GEAR BY SPORTLINE	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4604		
Email:	pachmant@pepperlaw.com		
Correspondent Name:	Tracey S. Pachman		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth & Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		

OP \$165.00 1526602

ATTORNEY DOCKET NUMBER:	121651.10
NAME OF SUBMITTER:	Tracey S. Pachman
Signature:	/traceypachman/
Date:	10/25/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is effective as of the 1st day of September, 2004 (the "*Effective Date*"), by Sportline, Inc., a Delaware corporation ("*Assignor*"), for the benefit of E&B Exercise LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor is the owner of the trademarks described in Exhibit A (the "*Trademarks*"), the business to which the Trademarks pertain and the goodwill of the business associated therewith; and

WHEREAS, pursuant to a General Assignment, Assumption Agreement and Bill of Sale dated as of the Effective Date, between Assignor and Assignee, Assignor transferred to Assignee, *inter alia*, the Trademarks, the portion of the business to which the Trademarks pertain as required by 15 U.S.C. § 1060 and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the portion of the business to which they pertain and the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "*Property*").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate and the corresponding officials of the several states and any similar foreign officials and offices, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of the Trademarks.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and are for the sole benefit of the parties hereto and their respective successors and permitted assigns.

Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Trademark Assignment as of the date indicated below.

SPORTLINE, INC.

E&B EXERCISE LLC

By: David Mauer
David Mauer, Chief Executive Officer
Date: 9/28/05

By: Frank Kirby
Frank Kirby, Chief Financial Officer
Date: 9/28/05

State of NEW YORK)
County of WESTCHESTER) SS:

On this 28th day of September, 2005, before me appeared David Mauer to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of Sportline, Inc. and that the seal affixed to the foregoing instrument is the seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said company.

Mary J. Hertwig
Notary Public

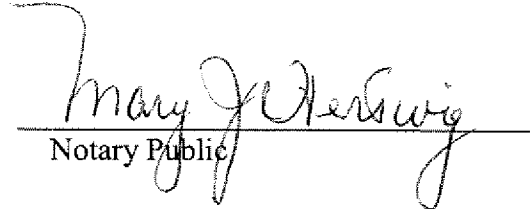
My commission expires:

MARY J. HERTWIG
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HE6084010
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES NOV. 25, 2006

State of NEW YORK)
County of WESTCHESTER)

ss:

On this 28th day of September, 2005, before me appeared Frank Kirby to me personally known, who, being by me duly sworn, did say that he is a Chief Financial Officer of E&B Exercise LLC and that the seal affixed to the foregoing instrument is the seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said company.


Notary Public

My commission expires:

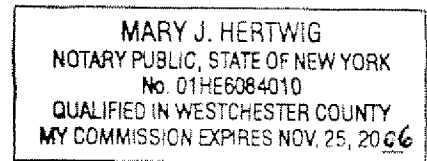


EXHIBIT A

United States

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	1,526,602
SPORTLINE (IC 28)	76/624337
WALKING SHOP BY SPORTLINE	76/589,992
GO WALKING BY SPORTLINE	76/610391
GO WALKING	76/594882
WALKING GEAR BY SPORTLINE	76/610378

Canada

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	443005
SPORTLINE	1,256,610
WALKING SHOP BY SPORTLINE	1222937
GO WALKING	1222935

Community Trade Mark

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE & logo	4084521
WALKING SHOP BY SPORTLINE	3903821
GO WALKING	3948296
WALKING ADVANTAGE BY SPORTLINE	4388278

Germany

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	S55072

Mexico

<i>Mark</i>	<i>Appl./Reg. No.</i>
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<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	453344

Spain

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	1719861

United Kingdom

<i>Mark</i>	<i>Appl./Reg. No.</i>
SPORTLINE	1511756