

09-05-2007



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103441788

To the Director of the U. S. Patent

and documents or the new address(es) below.

9. 6. 07

1. Name of conveying party(ies):

JAS Manufacturing Co., Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: Joseph M. Schuster (49%)

Internal

Address: _____

Street Address: P.O. Box 702041

City: Dallas

State: TX

Country: USA

Zip: 75370

08-06-2007

U.S. Patent & TMO/CTM Mail Rcpt Dt. #30

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Individuals, Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 16, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,382,464

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TRACKMASTER JAS FITNESS SYSTEMS & Design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Daniel D. Chapman

Internal Address: Jackson Walker, LLP

Street Address: 112 E. Pecan, Suite 2400

City: San Antonio

State: TX Zip: 78205

Phone Number: 210/978-7700

Fax Number: 210/978-7790

Email Address: dchapman@jw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

09/04/2007 D:\YRNE 00000068 1382464 Signature

Aug 1 '07 Date

Daniel D. Chapman
50.00 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
[CONTINUATION]**

2. Name and address of receiving party(ies)

Sara Jane Schuster as Trustee of the Sara Jane Schuster Living Trust (43%)
P.O. Box 702041
Dallas, TX 75370
USA

Joseph M. Schuster as Trustee of the Haley Diane Schuster Gift Trust (4%)
P.O. Box 702041
Dallas, TX 75370
USA

Joseph M. Schuster as Trustee of the James Charles Schuster Gift Trust (4%)
P.O. Box 702041
Dallas, TX 75370
USA

4. Registration number

B. 2,089,273
C. TRACKMASTER

4. Registration number

B. 2,155,588
C. MASTERTRACK

CONFIRMATORY ASSIGNMENT OF TRADEMARKS

WHEREAS, JAS MANUFACTURING CO., INC. (ASSIGNOR) is the current owner of record of the following trademark registrations now registered in the U.S. Patent and Trademark Office:

REGISTRATION NO.	ISSUE DATE	TRADEMARK
1,382,464	02/11/1986	TRACKMASTER JAS FITNESS SYSTEMS & Design
2,089,273	08/19/1997	TRACKMASTER
2,155,588	05/05/1998	MASTERTRACK

WHEREAS, all right, title and interest of ASSIGNOR in the above referenced registrations is transferred, assigned, and set over to, collectively, the following: Joseph M. Schuster (49%); Sara Jane Schuster as Trustee of the Sara Jane Schuster Living Trust (43%); Joseph M. Schuster as Trustee of the Haley Diane Schuster Gift Trust (4%); Joseph M. Schuster as Trustee of the James Charles Schuster Gift Trust (4%), effective, nunc pro tunc, December 29, 2006.

NOW, THEREFORE, effective, nunc pro tunc, December 29, 2006, the said ASSIGNOR has sold, assigned, transferred and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, including all common law rights, to and under the said trademark(s), and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark and said applications to register said trademark; and any and all causes of action related thereto that may have heretofore accrued in ASSIGNOR'S favor.

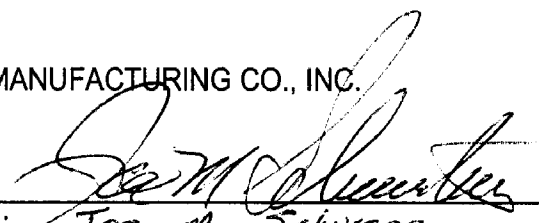
AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said mark, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of July, 2007.

JAS MANUFACTURING CO., INC.

By: 
Name: Joe M. Schuster
Title: President