

09-05-2007

8-6-07

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Barcode  
103441789

To the Director of the U. S. Patent and Trademark Office  
Documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Joseph M. Schuster (49%)

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

Citizenship (see guidelines) USA

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: Schuster Enterprises, Ltd.  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 702041  
City: Dallas      08-06-2007  
State: TX      U.S. Patent & TMO/TM Mail Rcpt Dt. #30  
Country: USA      Zip: 75370

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship TEXAS  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**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:**  
[Signature]      July 2 '07  
Signature      Date

40.00 or 50.00      Daniel D. Chapman      Total number of pages including cover sheet, attachments, and document: 3  
Name of Person Signing

09/04/2007 DRYNE 00000067 1382464  
01 FC:8521  
02 FC:8522

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]**

1. Name of conveying party(ies)

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%)

4. Registration number

B. 2,089,273  
C. TRACKMASTER

4. Registration number

B. 2,155,588  
C. MASTERTRACK

## CONFIRMATORY ASSIGNMENT OF TRADEMARKS

WHEREAS, Joseph M. Schuster; Sara Jane Schuster as Trustee of the Sara Jane Schuster Living Trust; Joseph M. Schuster as Trustee of the Haley Diane Schuster Gift Trust; Joseph M. Schuster as Trustee of the James Charles Schuster Gift Trust, (ASSIGNORS) are the current owners 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 ASSIGNORS in the above referenced registrations is transferred, assigned, and set over to Schuster Enterprises, Ltd., a Texas Limited Partnership, effective, nunc pro tunc, January 16, 2007.

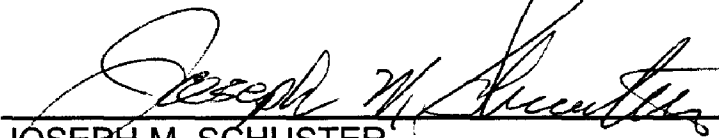
NOW, THEREFORE, effective, nunc pro tunc, January 16, 2007, the said ASSIGNOR has sold, assigned, transferred and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, including all common law rights, to and under the said trademark(s), and 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 ASSIGNORS' favor.


AND ASSIGNORS HEREBY authorize and request 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.

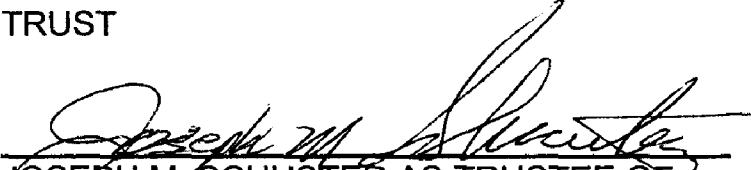
AND ASSIGNORS HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.


AND ASSIGNORS HEREBY further covenant and agree that we 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, we hereunto set our hands this 16<sup>TH</sup> day of July, 2007.

  
\_\_\_\_\_  
JOSEPH M. SCHUSTER

  
\_\_\_\_\_  
SARA JANE SCHUSTER AS TRUSTEE OF  
THE SARA JANE SCHUSTER LIVING  
TRUST

  
\_\_\_\_\_  
JOSEPH M. SCHUSTER AS TRUSTEE OF  
THE HALEY DIANE SCHUSTER GIFT  
TRUST

  
\_\_\_\_\_  
JOSEPH M. SCHUSTER AS TRUSTEE OF  
THE JAMES CHARLES SCHUSTER GIFT  
TRUST