

TO:MICHAEL PENKOFF COMPANY:2885 SANFORD AVE., SW, #12017

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fitness Quest Inc.		02/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mr. Michael Penkoff		
Street Address:	2885 Sanford Ave., SW, #12017		
City:	Grandville		
State/Country:	MICHIGAN		
Postal Code:	49418		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2946750	BODY FORCE	
CORRESPONDENCE DATA			
Fax Number:	(801)407-8678		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7324527433		
Email:	brian@bodyforce.com		
Correspondent Name:	Michael Penkoff		
Address Line 1:	2885 Sanford Ave., SW, #12017		
Address Line 4:	Grandville, MICHIGAN 49418		
NAME OF SUBMITTER:		Michael Penkoff	
Signature:		/MichaelPenkoff/	
Date:		04/26/2010	
Total Attachments: 1 source=Bodyforce Register#page1.tif			

OP \$40.00 2946750

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**") is entered into as of February 2, 2010 (the "**Effective Date**") between Fitness Quest Inc., a Delaware corporation, having its principal place of business located at 1400 Raff Road, SW, Canton, Ohio 44750 ("**Assignor**") and Michael Penkoff, an individual residing at 2885 Sanford Ave., SW, #12017, Grandville, MI 49418 ("**Assignee**").

WITNESSETH

WHEREAS, Assignee is interested in acquiring Assignor's federal and common law trademark, identified on *Schedule A* attached hereto ("**Trademark**"); and

WHEREAS, Assignor has adopted, used and acquired certain rights in the Trademark and generated goodwill with respect to such Trademark; and

WHEREAS, Assignor desires to transfer, and Assignee desires to own, all right, title and interest in and to the Trademark including the goodwill associated with such Trademark, except for those rights reserved by Assignor as recited herein.

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

1. **Assignment.** Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark together with the good will of the business symbolized by said Trademark, and the right, title, and interest in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademark, and in and to all rights corresponding to the foregoing throughout the world.
2. **Purchase Price.** Assignee shall pay Assignor \$5,000 USD no later than five (5) business days after the Effective Date of this Agreement.
3. **Reservation of Rights.** Assignor reserves the following rights:
 - a. **Domain Name:** Assignor shall retain the domain name www.body-force.com.
 - b. **Support for Current Body Force® Product Line:** Assignor shall continue to support its current Body Force® product line through distribution of replacement parts, ownership manuals, instructions, and other customer support services.
 - c. **Goodwill:** Nothing in this Agreement shall be construed or implied that less than the entire goodwill associated with the Trademark is transferred to Assignee.
4. **Binding on Successors and Assigns.** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

5. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. Any amendment, modification, or supplement to this Agreement shall be in writing and signed by both parties.

6. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

7. **Choice of Law.** This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws rules thereof.

In witness whereof, the parties have executed this Trademark Assignment Agreement, effective the day first written above.

Fitness Quest Inc.

← MP →

Michael Penkoff

Michael Penkoff
[signature]

[Signature]
[signature]

MICHAEL PENKOFF
[print name]

Michael A Clark
PRINT NAME

[title]

Vice President
TITLE of Fitness Quest Inc

SCHEDULE A

FEDERAL TRADEMARK REGISTRATION:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Body Force	2,946,750	May 3, 2005