

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

03-31-2003 102403978

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FINOVA MEZZANINE CAPITAL, INC. (after foreclosing on BodyBilt, Inc. pursuant to the UCC as enacted in Texas) [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

3-27-03

2. Name and address of receiving party(ies) Name: ERGOGENESIS, LLC Internal Address: Street Address: 1 BodyBilt Place City: Navasota State: TX Zip: 77868 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Limited Liability Company 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) Additional name(s) & address(es) attached? [] Yes [] No

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCE SECTION MAR 27 11 3 03

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Bill of Sale and Assignment Execution Date: December 4, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Attached Exhibit B Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher P. Dahling Internal Address: Synnestvedt & Lechner LLP 2600 ARAMARK Tower Street Address: 1101 Market Street City: Philadelphia State: PA Zip: 9107-2950

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41) \$ 280.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Christopher P. Dahling Name of Person Signing Signature Date March 27, 2003 Total number of pages including cover sheet, attachments, and document: 7

000015711 \$90.00 Total: CHECK Refund

03/31/2003 TDIAZ1 00000030 1723828 01 FC:0521 40.00 DP 02 FC:0522 150.00 DP

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002701 FRAME: 0854

Recordation Form Cover Sheet Item 4 Continuation

EXHIBIT B

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BODYBILT	1,723,828	October 13, 1992
10-POINT POSTURE CONTROL	1,961,181	March 5, 1996
PIVOT! ARM	2,024,723	December 17, 1996
AIR LUMBAR	2,106,121	October 21, 1997
S'PORT	2,286,365	October 12, 1999
SUPER S'PORT	2,286,366	October 12, 1999
SLIDERITE	2,293,368	November 16, 1999

REDACTED**BILL OF SALE AND ASSIGNMENT**

ASSIGNOR: FINOVA MEZZANINE CAPITAL INC.

ASSIGNEE: ERGOGENESIS, LLC

THIS BILL OF SALE AND ASSIGNMENT ("Assignment") is made and entered into as of the 4th day of December, 2002, by and between Finova Mezzanine Capital Inc. ("Assignor") and ErgoGenesis, LLC ("Assignee").

WITNESSETH:

WHEREAS, certain business assets of BodyBilt, Inc. were foreclosed on by Assignor pursuant to the Uniform Commercial Code as enacted in the State of Texas;

WHEREAS, Assignor has received from Assignee an offer to purchase certain of the assets of BodyBilt, Inc. described in the attached **Exhibit A** which is made a part hereof (the "Assets") which are subject to sale by Assignor.

WHEREAS, Assignor has agreed to sell such Assets to Assignee;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sale and Assignment. Assignor for the sum of _____) and other good and valuable consideration hereby bargains, sells, conveys, transfers, assigns, quitclaims, and delivers to Assignee, its successors and assigns, forever, all right, title and interest, both legal and equitable, of Assignor in and to the Assets free and clear of all security interests, liens and other encumbrances that may exist in favor of Assignor.

2. No Representation or Warranty. Except as otherwise expressly provided in this Bill of Sale and Assignment, Assignor hereby disclaims and expressly excludes any and all representations and warranties including, but not limited to, any representation or warranty contained in the Uniform Commercial Code as enacted in the State of Texas.

THIS SALE AND CONVEYANCE IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE QUALITY, CONTENT OR CONDITION OF THE ASSETS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE, MERCHANTABILITY, OR FITNESS OF THE ASSETS FOR A PARTICULAR PURPOSE. ASSIGNEE BUYS THE ASSETS IN AN "AS IS" AND "WHERE IS" CONDITION. ASSIGNEE AGREES THAT IN NO EVENT SHALL ASSIGNOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS

RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.

3. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of the Assignor and Assignee.

4. Acknowledgment of No Representation or Warranty. Assignee acknowledges that Assignor has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. Assignee purchases the Assets as is and wheresoever located, without representation or warranty of any kind and without recourse to Assignor. Assignee accepts the Assets subject to the terms of this Bill of Sale.

5. Multiple Counterparts. The Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

6. Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Texas.

7. Application of Proceeds. All proceeds of the sale are applied to the debts and obligations of BodyBilt, Inc., to Assignor. A substantial deficiency will remain due and owing to Assignor. There will be no surplus proceeds available to other creditors or other persons. No proceeds will be refunded to BodyBilt, Inc. This Bill of Sale and Assignment is also the record of the disposition of the collateral referred to herein and the application of the proceeds.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Instrument to be executed by their respective authorized officers or representatives as of the date first above written.

ASSIGNOR

FINOVA MEZZANINE CAPITAL INC.

By:
Its:

Philip S. Clark
Vice President

ASSIGNEE

ERGOGENESIS, LLC

By:
Its:

Mark K. [Signature]
Manager

EXHIBIT A

Assets

All of BodyBilt, Inc.'s (the "Debtor") right, title and interest in and to each of the following, wherever located (referred to collectively as the "Collateral");

All equipment of Debtor of any kind and description, whether now owned or hereafter acquired and wherever located, together with all parts, accessories, and attachments and all replacements thereof and additions thereto.

All of Debtor's inventory and agreements for lease of same and rentals therefrom, and all of Debtor's accounts, accounts receivable, contract rights, chattel paper and general intangibles and the proceeds therefrom, whether now in existence or owned or hereafter arising or acquired, entered into or created, and wherever located; and whether held for lease or sale, or furnished or to be furnished under contracts of service.

All trademarks and service marks now held or hereafter acquired by Debtor, both those that are registered with the United States Patent and Trademark Office and any unregistered marks used by Debtor in the United States, and trade dress, including logos and designs, in connection with which any such marks are used, together with all registrations regarding such marks and the rights to renewals thereof, and the goodwill of the business of Debtor symbolized by such marks.

All copyrights now held or hereafter acquired by Debtor and any applications for U.S. copyrights hereafter made by Debtor, and

All proprietary information and trade secrets of Debtor with respect to Debtor's business and all of Debtor's computer programs and the information contained therein and all intellectual property rights with respect thereto.

Proceeds of the above-described property include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, investment property, deposit accounts, documents, inventory, equipment, fixtures, farm products and consumer goods.

Notwithstanding the foregoing, the Assets shall not include any of the Company's right, title or interest in or to any of the following (collectively, the "Excluded Assets"):

- (a) Cash and cash equivalents or similar type investments, uncollected checks, bank accounts, certificates of deposit, Treasury bills and other marketable securities;
- (b) Any security, vendor, utility or other deposits made by the Company;
- (c) Any assets and any rights under any plan or any agreement relating to employee benefits, employment or compensation of the Company or its employees;
- (d) All rights, demands, claims, actions and causes of action that the Company may have against any person with respect to any of the Excluded Assets;

(e) All rights, demands, claims, actions and causes of action that the Company has asserted as of the date hereof against Neutral Posture or any other party; and

(f) All right, title and interest in and to the real property located at One BodyBilt Place, Navasota, Texas, consisting of 7.45 acres of land, together with the 62,726 square foot light industrial building and all fixtures and other items constituting real property situated thereon.

The name and address of the secured party is:

FINOVA Mezzanine Capital Inc.
500 Church Street, Suite 200
Nashville, TN 37219
615-256-0701

The name and address of the Debtor is:

BodyBilt, Inc.
1 BodyBilt Place
Navasota, TX 77868

The name and address of the transferee is:

ErgoGenesis, LLC
1 BodyBilt Place
Navasota, TX 77868