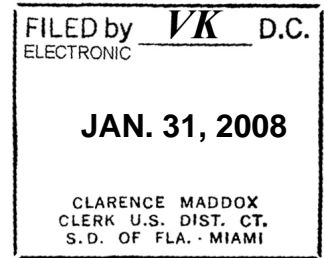


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION



Jennifer Nicole Lee, Inc., a Florida
Corporation, and Jennifer Nicole Lee,
individually,

Plaintiffs,

v.

Fit Global, LLC, a New York limited
Liability company, and Andrew Freirich,
individually,

Defendants.

Civil Action Number:

-CIV-

08-20271-CIV-KING/GARBER

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

JENNIFER NICOLE LEE, INC. (hereinafter, "JNL"), and **JENNIFER NICOLE LEE** (hereinafter, "LEE"), jointly herein "Plaintiffs," hereby file this Complaint against **FIT GLOBAL, LLC** (hereinafter, "FGLLC") and **ANDREW FREIRICH**, individually, (hereinafter, "FREIRICH"), jointly herein "Defendants" for, *inter alia*, Federal Trademark Infringement, False Registration, Dilution, Misappropriation, Tortious Interference With Prospective Business Relations, and in support hereof allege as follows:

JURISDICTION AND VENUE

1. This is a complaint for False Registration of a Trademark, Trademark Dilution, Misappropriation of Trademark, Tortious Interference With Prospective Business Relations, Fraud In the Inducement, Rescission, Conversion, Accounting, and Breach of Contract.

2. This Court has jurisdiction over this matter under the provisions of 28 U.S.C. §1331, 15 U.S.C. §1121 in that said claims arise under the Trademark laws of the United States of America, 15 U.S.C. §1051 *et seq.*

3. This Court has supplemental jurisdiction over the remaining state and common law claims related hereto pursuant to 28 U.S.C. §1367.

4. This Court also has jurisdiction over this matter under the provisions of 28 U.S.C. §1332 in that the parties are citizens of different states and the matter in controversy exceeds, exclusive of interest and costs, SEVENTY FIVE THOUSAND and 0/100 DOLLARS (\$75,000.00).

5. Venue is proper in this District under 28 U.S.C. §1391 in that Plaintiffs' claims arise in this District.

THE PARTIES

6. JENNIFER NICOLE LEE, INC. is a Florida corporation with its principal place of business at 6619 South Dixie Highway, #178, Miami, Florida 33143.

7. JENNIFER NICOLE LEE is an individual, *sui juris*, above the age of eighteen, domiciled in Miami-Dade County, Florida, and President of Jennifer Nicole Lee, Inc.

8. Upon information and belief, FIT GLOBAL, LLC is a New York limited liability company with its principal place of business at 169 South Main St., Suite 345, New City, New York 10956.

9. Upon information and belief, ANDREW FREIRICH is an individual, *sui juris*, above the age of eighteen, domiciled in the State of New York, and is a Managing Member of FIT GLOBAL, LLC.

SUMMARY OF THE CASE

10. This is a case of greed and deception, fueled by FREIRICH's unfettered ambition, that has resulted his having deliberately deprived and converted more than \$225,000.00 of Plaintiffs' money, in addition to having damaged JNL and LEE's trademark and industry name, intentionally interfered with her freedom and ability to make a living within the health and fitness industry where she has become celebrated, and culminating in FREIRICH's unauthorized registration and use of Plaintiffs' trademark.

11. Through a pattern of manipulation and undue influence over LEE, FREIRICH induced LEE to enter into an agreement allegedly giving FREIRICH certain apparent authority to use and market JNL's trade name. Pursuant to said apparent authority, FREIRICH wrongfully received and retained payment in the amount of \$225,000.00 from a third party, which rightfully belongs to LEE. Thereafter, and as part of his pattern of deception and inducement, FREIRICH unlawfully registered a trademark clearly associated with and in use by JNL and LEE.

12. As a direct and proximate result of FREIRICH's foregoing and continued misconduct, Plaintiffs have lost and continue to lose substantial monies and LEE has suffered irreparable harm to her industry name, reputation, and her trademark, which cannot be replaced through pecuniary damages alone.

FACTUAL BACKGROUND

Jennifer Nicole Lee's Celebrated Marks

13. LEE and JNL are the owners of certain federal and state common law trademarks related to logos, products, Internet website content, audio media, visual media and print media, as well as personal services, all related to the physical fitness industry.

14. The above referenced marks were developed by LEE and through LEE's business operations based in Miami, Florida and have been in her continued and exclusive use since their creation.

15. From 2003 to present, LEE has enjoyed the distinction of having appeared on national magazine covers including, but not limited to, Fitness Rx For Women and Oxygen Fat Loss, and served as a guest on national television programs, including the Oprah Winfrey Show, Inside Edition, as well as several appearances on The CBS Early Morning Show. LEE was also voted as Ms. Bikini America 2005, and has had numerous, paid speaking engagements, developed a successful internet website with audio, visual and literary content, and has written a book on personal physical fitness.

16. For years prior to the acts of the Defendants as alleged herein, LEE and JNL were continuously in exclusive use of the marks associated with the physical fitness industry.

17. Prior to the acts of the Defendants as alleged herein, LEE, through her individual efforts, has achieved fame, success and acclaim in the fitness industry.

Defendants' Wrongful Acts

18. In or about December 2005, LEE was introduced to FREIRICH.

19. FREIRICH held himself out to LEE as a knowledgeable producer in the entertainment industry, specifically as it relates to physical fitness products.

20. FREIRICH proposed the use of LEE's marks for the development of a series of fitness DVD's and other products under the new name of "Fabulously Fit Moms" (hereinafter "FFM").

21. LEE agreed to develop the new FFM line of fitness products with the express understanding that FREIRICH would use his alleged knowledge, industry contacts, and expertise to promote the new line of products.

FREIRICH Convinces LEE to Sign an Unenforceable Contract

22. On July 19, 2006 LEE and FREIRICH, under his use of the fictitious name of "Fit Global" (hereinafter, "FG"), entered into an agreement whereby LEE acted as the independent subcontractor of FREIRICH for the development of the FFM line of products (herein, the "LEE/FG agreement"). A copy of the same being attached hereto as Exhibit "A."

23. The LEE/ FREIRICH agreement was drafted by Defendants and their attorney.

24. Under the promise of sharing royalties and profits equally, FREIRICH induced LEE to sign the LEE/FG agreement, which contains terms and conditions that are vague, ambiguous, conflicting, and purports to be in perpetuity, which allowed FREIRICH to shop the DVD series under the apparent authority granted thereunder by LEE.

25. LEE was not represented by counsel when she signed the LEE/FG agreement.

26. On numerous occasions during the term of the LEE/FG agreement, FREIRICH insisted that JNL and LEE desist from participating in other business ventures, claiming the same were in conflict with the LEE/FG agreement.

27. During the term of the LEE/FG agreement, FREIRICH, through his new wholly owned and controlled company, "Fit Global, LLC," entered into an agreement with Koch Entertainment, Inc. ("Koch") for the production and promotion of a DVD series entitled "Fabulously Fit Moms by Jennifer Nicole Lee" (hereinafter, the "DVD series"); the DVD series was comprised of a set of 6 DVDs containing physical fitness training video, starring LEE.

28. During the negotiation period with Koch, FREIRICH intentionally kept LEE in the dark as to the terms of the Koch agreement and regarding the advance against royalties paid to Fit Global, LLC in the amount of \$225,000.00 under said agreement.

29. As a matter of fact, while FREIRICH was negotiating and making his deal with Koch, he induced LEE to work for a *de minimus* fee for her participation in the DVD series.

30. Having no intention to fully develop the DVD series beyond cashing out the initial \$225,000.00 payment, FREIRICH made the minimum payments possible to realize the initial production, used the Plaintiffs' name to indebt the company, and kept the rest of the money for his own use.

31. During the relevant period, the parties also discussed creating a new company that would receive certain assets of JNL and LEE, including her trademarks, with proposed assets of Fit Global LLC in order to further develop their joint business relations. At that time, however, LEE remained unaware of FREIRICH's wrongful acts.

32. Intending to secure more rights related to LEE's trademarks, in or about late December 2007 or early January 2008, and while LEE was preoccupied attending serious health matters related to her son, FREIRICH induced LEE to allow him to register her trade name and logo as a word mark, convincing her that if he did not someone would likely do so imminently and "steal it" from her.

33. As a result of his inducement, LEE then assented to the registration of her mark, in reliance upon the expectation that they would enter into an operating agreement for the new company that was supposed to be forth coming and that under that new operating agreement she would retain certain rights to her name and marks.

34. Upon learning of FREIRICH's past wrongful acts, LEE ceased further negotiations with FREIRICH regarding the new company and transferring any interest in her marks to them jointly.

35. As a consequence of the breakdown of the negotiations for the new business, LEE demanded that FREIRICH file an abandonment of the trademark registration that had been conditionally authorized, but FREIRICH refused to do so.

36. To date, FREIRICH continues to retain an unauthorized claim and purported interest to LEE's "JNL" mark, despite repeated demand that he abandon such claim.

37. As a result of FREIRICH's intentional and wrongful acts, Plaintiffs were forced to retain the services of the undersigned firm and have agreed to pay the same a reasonable attorney's fees.

38. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

COUNT I: FALSE REGISTRATION
(Federal Question under 15 U.S.C. §1120)
JNL & LEE versus FGLLC

39. Plaintiffs re-aver and incorporate herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

40. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

41. Defendant's acts as alleged herein, by having procured or maintained a registration in the Patent and Trademark Office of a mark by a false or fraudulent declaration or representation, constitute a False Registration in violation of 15 U.S.C. §1120.

42. Plaintiffs have invested significant time and money in the development of the subject marks.

43. Defendant's violation of 15 U.S.C. §1120 has damaged the Plaintiffs.

44. As long as the false registration by the Defendant remains Plaintiffs suffer ongoing injuries.

45. Plaintiffs do not have an adequate remedy at law under the present circumstances.

46. Due to Defendant's wrongful acts, Plaintiffs were forced to retain the legal services of M. FUENTES & CO., and is obligated to pay them a reasonable fee for their services.

WHEREFORE, Plaintiffs, JNL and LEE, pray this Court enter a judgment against the Defendant, FIT GLOBAL, LLC, for the following:

- a) money damages for all profits realized by Defendant's use of the falsely registered mark and any losses suffered as a consequence thereof, including interest, costs and attorneys fees;
- b) a mandatory injunction issued by the Court requiring the Defendant, through its officer(s), to take all actions necessary to place the Plaintiffs back in their original position as sole owners of the subject marks (including, but not limited to, filing an abandonment of the registration through the United States Patent Trademark Office and executing a release of claim regarding the same); and
- c) for all other such relief at law or in equity this Court may deem just and proper.

COUNT II: RESCISSION

(Florida Common Law and Florida Statutes §542.335)

LEE versus FREIRICH

47. Plaintiff re-avers and incorporates herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

48. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

49. LEE and FREIRICH had business relations relating to the health and physical fitness industry.

50. On or about July 19, 2006, FREIRICH, then doing business as “Fit Global” a “N.Y. based Sole Proprietorship,” induced LEE to enter into the LEE/FG contract, related to, *inter alia*, the production of a “health and fitness series of DVDs”. See a copy of said contract attached hereto as “Exhibit A.”

51. The grounds for the rescission of the above contract are as follows:

- a. “Fit Global, a N.Y. based sole proprietorship,” could not enter into a contract without having registered its name to do business in the State of New York, accordingly the contract is void;
- b. The contract contains terms in conflict with one another such that it is void for vagueness;
- c. The contract is impossible to perform as written, so it is void for impossibility of performance;
- d. The contract violates Florida Statutes §542.335 and public policy in that it attempts to assert an invalid restriction and prohibition of trade and commerce without a legitimate business interest by having a restrictive

covenant that is enforceable in perpetuity within a personal service contract;

- e. The subject contract is also void under public policy because it required LEE to waive unknown future rights

52. Plaintiff has rescinded the contract and notified Defendant of the same.

53. Plaintiff has offered to restore any benefits obtained under the contract from the Defendant.

54. Plaintiff has no adequate remedy at law because money damages are not an adequate remedy under the circumstances set forth herein.

WHEREFORE, Plaintiff, LEE, prays this Court enter a judgment against the Defendant, FREIRICH, that:

- a. adjudges the contract rescinded and void *ab initio*;
- b. provides for an equitable lien against any property in the hands of Defendant that were purchased or obtained with moneys due Plaintiff;
- c. provides for a constructive trust against any monies or properties in the hands of Defendant that properly belong to the Plaintiff;
- d. for all other such relief at law or in equity this Court may deem just and proper.

COUNT III: FRAUDULENT INDUCEMENT
(Florida Common Law)
LEE versus FREIRICH

55. Plaintiff re-avers and incorporates herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

56. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

57. Defendant made false statements of material fact as asserted herein.

58. Defendant knew at the time the statements were made that they were false.

59. Defendant intended to induce Plaintiff to act upon said false statements.

60. As a direct and proximate cause of Plaintiff reliance upon said false statements, Plaintiff was and continues to be injured.

WHEREFORE, Plaintiff, LEE, prays this Court enter a judgment against the Defendant that:

- a. adjudges the contract rescinded and void *ab initio*;
- b. awards money damages including interest and costs;
- c. provides for an equitable lien against any property in the hands of Defendant that were purchase or obtained with moneys due Plaintiff;
- d. provides for a constructive trust against any monies and properties in the hands of Defendant that properly belong to the Plaintiff; and
- e. for all other such relief at law or in equity this Court may deem just and proper.

COUNT IV: CONVERSION
(Florida Common Law)
JNL and LEE versus FGLLC and FREIRICH

61. Plaintiff re-avers and incorporates herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

62. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

63. On or about August 9, 2006, FREIRICH received \$225,000.00 from Koch as an advance on royalties, pursuant to the Fit Global LLC contract with Koch. See paragraph 6 of said agreement attached hereto as Exhibit "B."

64. Said contract was entered into unlawfully by FREIRICH, as it was procured through the apparent authority granted FRIERICH under the LEE/FG agreement which was procured from LEE through fraudulent inducement.

65. Said royalty advance is the rightful property of LEE.

66. Defendants did the foregoing with the intention of permanently depriving Plaintiff of the \$225,000.00 advance.

67. Additionally, on or about December 26, 2007, FGLLC registered and converted to its own use trademarks that were then the property of Plaintiffs and are of a substantial value.

68. FGLLC did the foregoing with the intention of permanently depriving Plaintiffs of the use of their trademark.

69. Despite demand, FGLLC refused and continues to refuse to return to Plaintiffs the foregoing property.

WHEREFORE, Plaintiffs, JNL and LEE, pray this Court enter a judgment against the Defendants that:

- a. awards money damages including interest and costs;
- b. includes a mandatory injunction requiring FGLLC to cancel and abandon the registration of Plaintiffs' marks; and
- c. for all other such relief at law or in equity this Court may deem just and proper.

COUNT V: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

(Florida Common Law)

LEE and JNL versus FGLLC

70. Plaintiffs re-aver and incorporate herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

71. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

72. Prior to Defendant's wrongful acts as alleged herein, Plaintiffs had ongoing business relations with third parties regarding the use of Plaintiffs' trademarks.

73. Defendant knew of Plaintiffs' business relations.

74. FGLLC intentionally and unjustifiably interfered with Plaintiffs' business relations when it refused to return Plaintiffs' rights in the trademarks thereby interfering with Plaintiffs' ongoing business relations.

75. Plaintiffs have been damaged as a consequence of Defendant's interference.

WHEREFORE, Plaintiffs, JNL and LEE, pray this Court enter a judgment against the Defendant, FGLLC, that:

- a. awards money damages including interest and costs;
- b. includes a mandatory injunction requiring FGLLC to cancel and abandon the registration of Plaintiffs' marks; and
- c. for all other such relief at law or in equity this Court may deem just and proper.

COUNT VI: TORTIOUS INTERFERENCE
WITH PROSPECTIVE CONTRACTUAL RELATIONSHIPS
(Florida Common Law)
LEE and JNL versus FG LLC

76. Plaintiffs re-aver and incorporate herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

77. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

78. Plaintiffs currently have prospective contractual business relationships with third parties for the use of Plaintiffs' marks.

79. Due to Defendant's intentional interference with Plaintiffs' trademark rights, negotiations with the prospective contractual relations have been substantially hindered.

80. Defendant intentionally and unjustifiably interfered with Plaintiffs' business relations when it refused to return Plaintiffs' rights in the trademarks.

81. Plaintiffs have been damaged as a consequence of Defendant's interference.

WHEREFORE, Plaintiffs, JNL and LEE, pray this Court enter a judgment against the Defendant that:

- a. awards money damages including interest and costs;
- b. includes a mandatory injunction requiring FG LLC to cancel and abandon the registration of Plaintiffs' marks; and
- c. for all other such relief at law or in equity this Court may deem just and proper.

COUNT VII: DECLARATORY JUDGMENT

(Florida Statutes §86.011)

JNL and LEE versus FGLLC and FREIRICH

82. Plaintiffs re-aver and incorporate herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

83. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

84. Pursuant to Florida Statute §86.011, the Courts of this state "... [m]ay render declaratory judgments on the existence, or nonexistence of any immunity, power, privilege, or right; or of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future."

85. A controversy within the jurisdiction of this Court has arisen between Plaintiffs and Defendants as a result of which Plaintiffs are in doubt as to their rights.

86. Plaintiffs contend that they are the owners of the above described trademarks.

87. Defendants may claim some right or interest in the subject marks.

88. Plaintiffs petition this Court to enter a final judgment declaring that the subject trademarks belong to Plaintiffs by their having created them and by their having been in prior use by Plaintiffs nationwide.

89. Unless the Court grants the relief sought, the rights of the parties with respect to the above trademarks shall remain undetermined and that may result in a public disservice because there would be confusion in the marketplace as to the rightful owner of the marks.

90. As the owner of the subject trademarks, Plaintiffs have the right and require this Court to address the issues set forth herein.

WHEREFORE, Plaintiffs demand the entry of a final judgment declaring that the trademarks subject of this suit:

- a) were created by the Plaintiffs;
- b) were and remain in use;
- c) are attributable to and associated with the Plaintiffs;
- d) are the sole property of the Plaintiffs; and
- e) for all other such relief as this Court may deem is just and proper.

COUNT VIII: ACCOUNTING
(Florida Common Law)
LEE versus FREIRICH and FGLLC

91. Plaintiff re-avers and incorporates herein by reference all allegations in paragraphs 1 through 5 and 10-38 of this Complaint as if fully set forth herein.

92. All conditions precedent to bringing the instant action have been performed, excused or have been waived.

93. Plaintiff and Defendants had business relations.

94. During the course of their business relations, Defendants received monies paid in connection with products and services originating from their business relations with Plaintiff.

95. Plaintiff and Defendants business relations gave rise to a confidential or fiduciary relationship whereby Defendants owed Plaintiff a duty to act in good faith and to disclose material facts about the business relations.

96. Defendants have refused to allow Plaintiff to inspect the accounting records for the monies earned and expenditures made in connection with their business relations.

97. Plaintiff has a right to inspect the subject records.

WHEREFORE, Plaintiff prays this Court enter a judgment against the Defendants that:

- a) orders Defendants to provide and disclose all documents and information subject of their business relations, including, but not limited to all evidence of monies received, costs incurred, invoices paid in connection with the business, and all other such reasonably related documents and information;
- b) awards money damages including interest and costs; and
- c) for all other such relief at law or in equity this Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand trial by jury of all issues raised in this Complaint that may be submitted to a jury.

PUNITIVE DAMAGES

Plaintiffs hereby reserve the right to amend the present complaint to include a count for punitive damages upon presentment of all conditions precedent and underlying evidence.

CIVIL THEFT

Plaintiffs hereby reserve the right to amend the present complaint to include a count for Civil Theft pursuant to F.S. §772.11 upon presentment of all conditions precedent and underlying evidence.

Dated this 30th of January 2008.

M. FUENTES & CO.

Counsel for Plaintiff's

150 Alhambra Circle, Suite 725

Coral Gables, Florida 33134

Telephone: (305) 854-7744

Facsimile: (305) 854-7745

E-Mail: mf@fuenteslaw.org

By: 

MILTON FUENTES, ESQ.

FBN: 123420

EXHIBIT “A”

DEC-10-07 MON 03:49 WINNING.FITNESS

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AGREEMENT

This AGREEMENT (the Agreement) is made and entered into this day of ~~Dec~~ of July 2006 (the Effective Date), by and between Fit Global, to be referred to as ("FG") in the Agreement a N.Y. based Sole Proprietorship owned by Andrew Freirich, at 369 South Main St. Suite 345, New City, N.Y. 10956 and Jennifer Nicole Lee, to be referred to as ("JNL") an individual, at an address of 9020 SW 67th Ave. Miami, FL 33156.

This Agreement shall supercede any prior oral and or written conversations, communications, understandings and agreements between the parties.

Recitals:

Series: "Fabulously Fit Moms" a health and fitness series of DVD's, created by Andrew Freirich and Jennifer Nicole Lee. Both parties agree that both shall be accorded credit as co-creators on all programs, packaging, art, advertising, promotion and publicity where applicable. JNL shall also be credited as HOST of the series and her name shall follow the titles on the DVD's, and read as follows "Fabulously Fit Moms" with Jennifer Nicole Lee, so long as JNL is the host.

A. FG desires to engage JNL on an independent contractor basis to furnish the services of JNL as a performer/host in the 2006 and subsequent tapings/installments of "Fabulous Fit Moms" series of DVD's to be produced by FG (the first taping and all subsequent tapings) subject to the terms and conditions set forth below

B. JNL desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JNL and FG global hereby agree as follows:

1. JNL hereby agrees to provide JNL's services as set forth herein, and further agrees to accept the Compensation (as hereinafter defined) as full compensation and consideration of all such exclusive services.

2. Services.

The taping of the first production/installment in 2006, and all subsequent productions/installments, and tapings of programs and DVD's in relation to "Fabulously Fit Moms".

Installment One:

Tapings of up to six (6) distinct fitness DVD programs approximately (45-60) minutes in length of the series "Fabulously Fit Moms" An installment is defined as a production consisting of up to six (6) individual distinct programs or less number of individual programs.

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Cont.

A. JNL shall render JNL's exclusive services hereunder conscientiously utilizing JNL's best talents, efforts and abilities under the control and in accordance with the instructions, directions and regulations of FG. Without limiting the foregoing, it is expressly agreed that JNL shall render all pre-production, production, post production and publicity services in connection with or relating to the Series "Fabulously Fit Moms", as FG shall require including without limitation, wardrobe fittings, readings, rehearsals, pre-production meetings, pre-recordings, publicity interviews, publicity stills, cover shoots, makeup, recordings, tapings, re-takes, added audio, dubbing, and looping. JNL shall render such services during the terms hereof as FG shall reasonably require in connection with the making, photography and recording of the programs, trailers, and or interviews, to promote the Series, any taping/title of the series and the Series as a whole for no additional compensation other than set forth in this Agreement.

B. Ownership and Grants of Rights.

JNL agrees that the results and proceeds of JNL's services, including without limitation all material performed, prepared, conceived of, submitted and interpolated by JNL (all such results and proceeds hereinafter referred to as the "Proceeds"), shall be constituted as an independent contractor "work for hire".

With respect to Royalties and Trademarks, FG and JNL have agreed to the following equity share of royalties and co-ownership of trademarks as specifically described below.

Royalties from sales of DVD's.

It has been agreed by FG, that it will share with JNL fifty percent (50%) of the net Royalties, if any, received by FG from the net sales of DVD's less expenses.

Trademarks.

FG and JNL will co-own the registration of the trademark "Fabulously Fit Moms" in classes (009,041) in addition to any further trademark registrations under the "Fabulously Fit Moms" brand.

Other Opportunities and Extensions.

With respect to the brand "Fabulously Fit Moms" FG and JNL agree that each party will co-develop and co-own an equal proportion of the equity or all new products that may be developed created, marketed and exploited based on the brand "Fabulously Fit Moms" and it's extensions. A more formal agreement will be manufactured between the parties as necessitated with more detailed terms and conditions specific to further opportunities and extensions.

(F)

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P.03

3. Exclusivity.

JNL's services, appearance(s), and obligations in the fields of exercise, fitness shall be exclusive to FG in all media and delivery methods of "audio/visual" nature during the Term and conditions of this Agreement. If JNL is offered to participate and or appear in, (Including but not limited to): a fitness, exercise, nutrition, DVD, program, Direct Response, Television, Video On Demand, product campaign in an ("audio/visual") nature during the Term, then JNL and her management must immediately and in good faith, so notify FG of such offer. FG shall have ten (10) business days to evaluate and determine if such offer is a direct conflict of interest with the series "Fabulously Fit Mom's". FG shall respond in writing either way to JNL and her management with either an approval or non-approval with respect to FG's exclusivity rights as described above. This exclusivity shall in no way prohibit JNL from continuing to promote and market her existing JNL image, website, existing lines of products, so long as they are not directly a conflict of interest to the "Fabulously Fit Moms" series and the terms and conditions of this Agreement. Other opportunities, products, standard bookings, commercials, conventions, other (non-conflicting) product endorsements, interviews, private training clients, photo shoots, publishing, photo contracts, appearances, book signings (Crack the Code) swimsuits, calendars, appearances, competitions shall not be included in the scope of this exclusivity.

4. Term.

The term of this agreement will be for no less than three (3) years, from the initial release of the first DVD title by third party distributor, unless otherwise terminated prior to the expiration of the term by FG, by sending a (30) thirty day written notice to JNL, for reasons, (including but not limited to) the discontinuation of future productions and marketing of the DVD series "Fabulously Fit Moms". FG at its sole discretion may option to extend the Term by providing a written notice to JNL, (30) days prior to its expiration. Each extension and extensions thereafter, shall be in increments of two (2) years from the date of last expiration.

5. Start Date for Production services by JNL.

FG shall designate the start date for production services by JNL. FG shall consult with JNL regarding scheduling on a production-taping schedule and provide JNL in writing with a minimum of thirty days (30) days of such dates intended for taping.

6. Compensation and Royalties.

In full and complete consideration for the services rendered by JNL for all services rendered and owed, based on JNL's full ability and presence to perform during all phases of pre-production, production, post production and promotion. This includes all taping and rehearsal days, for as long as JNL's services are required under the term and exclusivity of this agreement.

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P.04

JNL shall be compensated as follows:

A. Compensation. The sum of Twenty Thousand Dollars (\$20,000) as complete and total payment, which includes rehearsals, pre-production, production and postproduction, promotion and publicity services as defined in this Agreement.

Payment Schedule: JNL shall be paid the amount of Twenty Thousand Dollars (\$20,000) within (30) thirty days from the completion of production. Subsequent productions/installments shall follow the same payment schedule with respect to all terms and conditions in this Agreement.

Subsequent Productions and Installments:

For each subsequent production that includes six (6) distinct individual tapings. The compensation amount shall be equal to the amount of the first production/installment of Twenty Thousand Dollars (\$20,000) unless, the amount of titles requested may be less than six (6) distinct programs for a subsequent production/installment. In this case, the compensation shall be pro-rated as follows. (E.g. if four distinct programs are requested, then the amount of pro-rated compensation would be Thirteen Thousand Three Hundred Thirty Four Dollars (\$13,334). With respect to Royalties in (paragraph 6b) Royalties will always remain the same.

B. Royalties. JNL will receive fifty percent (50%) of the net Royalties received by FG, if any, on DVD sales by third party distributors of the series "Fsbulously Fit Moms". Net royalties is defined as monies received less costs and expenses.

C. Sponsorships. In the event that FG is successful in acquiring, negotiating and securing a third party paying sponsor, including but not limited to: product placement, cross promotion, cross marketing campaign and or advertising for the series. FG, if successful, shall retain a fifty percent (50%) portion thereof of the net monies received by FG, less any third party expenses and commissions incurred. Thereafter these deductions, FG shall split equally the remainder of monies with JNL.

Payment schedule: JNL will be paid her fifty percent (50%) share, if any, within 30 days receipt of royalties received by FG from third party distributors.

Statements: FG shall provide JNL a copy of Royalty statements as received and as provided by third party distributors to FG. Such statements shall be forwarded within seven business days of such receipt.

Payments and Royalties: All payments, and royalties to JNL if any, shall be endorsed to Silver Model Mgt. c/o JNL. Thereafter, Silver Model Mgt. shall forward payments and funds to JNL appropriately.

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7. Guarantee.

The terms and conditions of this Agreement in the first production installment are applicable on all future and subsequent productions and installments, if any. Nothing herein after the first installment and production shall be considered as a guarantee of employment and or contracting of JNL's services

8. Termination.

FG may terminate this Agreement with JNL upon breach of contract based on the terms and conditions of this Agreement with no further obligation or compensation to JNL, other than what might be owed to her after successfully completing her services as described in the terms and conditions of this Agreement "Cause" shall not be limited to such conduct as refusal to participate in rehearsals, taping days, immoral actions, and or other disruptive actions by JNL, that may be harmful to the production image and promotion of the series.

9. Pay-or-Play

Nothing contained in this Agreement shall require FG to utilize JNL's services or the results and proceeds thereof or to exhibit the Series, it being agreed and acknowledged by JNL that Company's obligations hereunder may be fully satisfied by the payment to JNL of the compensation, subject to termination rights set forth in this Agreement.

10. No Right to Equitable Relief.

JNL acknowledges that in the event of a breach of any of FG's obligations under this Agreement, the damage (if any) caused JNL thereby shall be irreparable or otherwise so sufficient as to give rise to a right of injunctive or other equitable relief, and JNL acknowledges that JNL's right and remedies in the event of a breach of this Agreement by FG shall be limited to the right, if any, to recover damages in an action at law and shall not include the right to rescind or halt, interfere with or otherwise affect any other exploitation of the Series (or related merchandising material or property) or to restrain the exercise of any rights granted to FG hereunder.

11. Names, Voice, Image and Likeness.

JNL hereby grants to FG the right to use JNL's name, voice, image, likeness, biography, personal characteristics, signature, and other personal identification (JNL's Likeness") to advertise, promote, cross promote, cross market, and publicize the Series and/or brand name of "Fabulously Fit Moms" and attendant merchandising and/or other promotion thereof. JNL's engagement hereunder includes without limitation, performance and/or appearance in non-commercial openings, closings, bridges, lead-ins, and lead-outs and on air promos. No additional compensation shall be paid to JNL for so long as such are used and connected with the Series.

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12. Merchandising. JNL hereby grants to FG the irrevocable and perpetual right throughout the universe to use and license JNL's Likeness, any and all footage and/or tape in which JNL appears or is heard and any still photographs bearing JNL's image for merchandising and commercial exploitation of any nature whatsoever in connection with or related to the Series, individual segments, titles, installments, productions, episodes, of the same and/or JNL's role therein, the brand and/or Series name "Fabulously Fit Moms".

13. Publicity.

Any publicity, paid advertisements, press notices or other information with respect to this Agreement and/or Series and any of the terms referred to herein shall be under the sole control of FG, and JNL shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of FG. JNL may not, under any circumstances, use the name of the Series or JNL's connection and/or participation therewith for publicity or advertisements and/or endorsements without the express prior written consent of FG.

14. Personal Appearances.

JNL agrees to make a reasonable number of personal appearances (minimum of six (6)), before non-paying audiences to promote the Series each year and installment. Without limiting the foregoing, JNL also agrees to participate in publicity-related events and activities of the life of the Series including without limitation (broadcast interviews on television shows, satellite interviews with local stations in relevant television and retail markets, grant a number of print interviews via telephone or in person). JNL shall be furnished when necessary with transportation and accommodations and a reasonable per diem in connection therewith for all such appearances approved by FG and third party distributor.

15. Conduct.

JNL's conduct shall at all times be in conformity with the public conventions and morals and standards of decency. JNL shall not do or commit any act or thing that will tend to degrade JNL or to subject JNL to public hatred, contempt, scorn, ridicule, or disrepute, or to shock or offend the community or any organized group therein, or reflects unfavorably upon FG, Distributors, and or other marketing partners or those claiming through FG. If JNL is in breach of this Paragraph, FG shall have the right to terminate this Agreement.

16. Assignment.

FG shall have the right to assign to any assignees FG's right to utilize and/or exploit the results and proceeds of the services of JNL hereunder in this Agreement in whole or in part to any assignee for purposes of production, distribution, marketing and/or exploitation of the Series. In addition FG has the right to assign this Agreement to a partially or wholly owned entity of Andrew Freirich but no such assignment shall relieve FG of it's obligations hereunder.

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17. Independent Contractor Status.

JNL is an independent contractor and not considered or construed to be in a joint venture, partnership, agent, common law employee or representative of FG. Employees, agents, or sub-contractors of JNL, if any, are not agents, common law employees or representatives of FG. JNL has no authority to enter into an agreement, commitment, or understanding on behalf of FG. JNL is not eligible for or entitled to any of the benefits that Company provides to its common law employees. JNL is solely responsible for payment of all compensation owed to JNL's staff, if any, pursuant to services rendered by JNL under this Agreement.

18. Non-Union.

This Agreement shall not be subject to any provisions of SAG/AFTRA agreements and/or requirements, or any guild and/or union agreements and requirements, including without limitation, minimums and direct payments on behalf of JNL by FG for pension and welfare contributions in connection with JNL's engagement hereunder.

19. Payment of Taxes.

JNL is solely responsible for the payment of all federal, state and local taxes or fees, including without limitation, estimated income, employment and self-employment taxes, if applicable, in connection with the Compensation received by JNL pursuant to this Agreement. JNL is solely responsible for any tax payments for workers compensation, disability or other insurance in connection with the provision of services by JNL under this Agreement. No amount of the Compensation will be deducted or withheld for state, local or federal taxes. No FICA, FUTA or state unemployment taxes due in connection with the Compensation will be payable by FG on JNL's behalf or behalf of JNL's employees, if any.

20. Force Majeure

If, during the time when JNL is rendering or is obligated to render services for FG hereunder, FG is prevented from or hampered or interrupted or interfered with in any manner whatsoever in preparing or producing the Series, or any distinct program, or part thereof, or in utilizing JNL's services hereunder by, reason of any present or future statute, law, ordinance, regulation, order, judgment or decree whether legislative, executive or judicial (whether or not valid), act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, lock-out, boycott, or strike), riot, civil disturbance, war, or armed conflict, embargo, delay of common carrier, inability without default on FG's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of FG's business, or by reason of any other cause or causes of any similar nature or beyond FG's control, or by reason of death, illness or incapacity of FG and/or Andrew Frairich (each, an event of Force Majeure), then if such event of Force Majeure occurs during or interferes with a production period or the commencement thereof, FG may suspend and/or terminate JNL's engagement while such event(s)

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continues. Such suspensions may occur more than once during one event of Force Majeure. If FG suspends JNL's engagement pursuant to the foregoing, FG may extend the applicable production period and year of JNL's engagement by FG for a period not exceeding the total periods of such suspensions plus a reasonable amount of time required to start up production after the termination of the event of Force Majeure. JNL shall not be entitled to receive any compensation during any period of such suspension and FG's obligation to pay JNL shall be reduced, at FG's election, by the number of days of such suspensions or by the number of episodes/distinct programs of the Series affected thereby. FG shall have the right at FG's election, by notice to JNL at any time during the then current year of JNL's engagement by FG, to reduce the number of episodes/distinct programs of the Series, if any for which FG is required to compensate JNL during such year of JNL's engagement by FG for each episode/distinct program of the Series which may be canceled, discontinued, postponed or suspended by reason of Force Majeure.

21. Plugola and Payola.

JNL fully understands that she may not promote accept to promote, and/or receive and/or promise to compensate any third party that wishes to promote any product or venture on the program(s). Under no circumstances is FG obligated to fulfill any of these promises and or agreements. JNL agrees that she will not do so and full disclosure must be promptly made to FG. Any breach of such understanding shall give FG the right to terminate this Agreement.

22. Curing Provision.

JNL shall not bring or make any claim that FG has breached any of the provisions hereunder unless (a) JNL has first made a written demand upon FG to cure such failure to meet FG's obligation to pay fees of otherwise performer hereunder, specifying the provision claimed to be breached, the reasons for such claim, the date obligation of performance was to have been satisfied and any identifying specifics, and with two weeks of FG's receipt of said written demand, such obligation has not been satisfied. In any event, FG's liability and JNL's rights and remedies for FG's failure to make any payment to JNL provided for in this Agreement shall be limited to the payment of the money only, not exceeding the amount of any payment provided for in this Agreement, and in no event shall the rights acquired or to be acquired by FG hereunder or the rights in the proceeds of JNL's services then performed hereunder be affected or impaired. In connection with the claims for FG's failure to pay Compensation, if JNL claims any deductions made by FG from payment of fees are improper, JNL shall notify FG in writing of such claim, setting forth supportive facts. FG shall give prompt and due consideration to such claim, and if it is determined that a deduction was improper, in whole or in part, FG shall promptly pay the disputed amount to JNL; however, in no event shall an improper deduction be deemed a breach of Agreement.

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23. Services Unique.

It is mutually agreed that JNL's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that FG, in the event of any breach by JNL shall be entitled to equitable relief by way of injunction or otherwise. Resort to equitable relief, however shall not be construed to be a waiver of any other rights or remedies which Company may have or of the right to recover damages or otherwise.

24. Indemnification.

JNL hereby agrees at all times to defend, indemnify, and hold harmless FG and its officers, agents, employees, licensees, successors, and assigns from and against any and all claims, damages, liabilities, costs and expenses (including without limitation reasonable attorneys fees) arising out of any breach or alleged breach by player of any warranty, covenant, condition or agreement made or to be performed by JNL under the terms of this Agreement.

25. Incapacity.

If JNL suffers incapacity, FG may suspend and/or terminate this Agreement. FG shall be relieved of its obligation to JNL with respect to any compensation, or incremental portion thereof, in which JNL does not fully perform all of JNL's obligations hereunder for reasons of incapacity. "Incapacity" as used in this Agreement shall be deemed to include (but shall not be limited to) any physical or mental disabilities making JNL unable to perform all of JNL's obligations hereunder.

26. Default.

If JNL fails, refuses or neglects fully to perform any or all of JNL's obligations hereunder to the best of JNL's ability, FG, may in its sole discretion, terminate, effective at once, all obligations and terms and conditions of JNL's employment, including all compensation provisions. Nothing herein however, shall serve to relieve JNL from JNL's responsibilities and obligations under the confidentiality provisions set forth below.

(Signature)

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27. Notices

Any notice, report, demand or other communication provided for hereunder by either party to the other party hereto shall be in writing and sent by first-class mail registered or certified mail registered to the appropriate party at the following addresses, until changed by notice in writing by either party hereto to the other party:

For Fit Global:

Fit Global
Attention: Mr. Andrew Freirich
169 South Main St.
Suite 345
New City, N.Y. 10956

For Jennifer Nicole Lee:

Jennifer Nicole Lee
9020 SW 67th Ave.
Miami, FL 33156

And

Jennifer Nicole Lee
C/O Silver Model Management
Attention: Topher Despres
443 Greenwich St.
Fifth Floor
New York, N.Y. 10013

28. Confidential Information.

While providing services to FG and thereafter, JNL and her management company Silver Models, without the prior written consent of FG, shall divulge to any unauthorized person any information or matter of a secret, confidential, private, or proprietary nature connected with the business of FG ("Confidential Information"). Including with out limitation, FG's current, future or proposed programming, program material, scripts, techniques, creative ideas, and/or concepts and/or similar intangible or intellectual property, as well as the terms and conditions of the Agreement, JNL agrees that JNL will maintain in confidence and will not use for JNL's own benefit, or for other than the performance of JNL's obligations under this Agreement, and of said Confidential Information. The obligations of JNL under Paragraph 26 shall survive the termination of this Agreement for any reason whatsoever.

(Signature)

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29. Jurisdiction.

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their successors, heirs, executors, administrators, and assigns, and this Agreement and any and all disputes arising hereunder, or related hereto, shall be construed under the laws of the State of New York applicable to agreements to be wholly performed therein. FG and JNL consent to the exclusive jurisdiction of the state and federal courts sitting in the State of New York over any and all matters arising under, or related to, this Agreement.

30. Miscellaneous Provisions.

Neither the expiration, termination nor cancellation of this Agreement for any reason whatsoever shall affect FG's rights hereunder or relieve JNL of JNL's obligations pursuant to any representative or warranty made by JNL hereunder. This Agreement constitutes the entire understanding between JNL and FG concerning the subject matter hereof and shall not be amended, modified, or changed except by an instrument in writing signed by the party against whom the enforcement of such amendment, modification or change is sought. This Agreement shall be construed and enforced in accordance with the law of the State of New York. Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereto or given a legal or other effect whatsoever.

IN WITNESS WHEREOF, the parties each of the undersigned have entered into this Agreement as of July ^{20th} 2006 and fully understand and agree to all its terms and conditions.

Fit Global, a New York, Sole Proprietorship

By: 

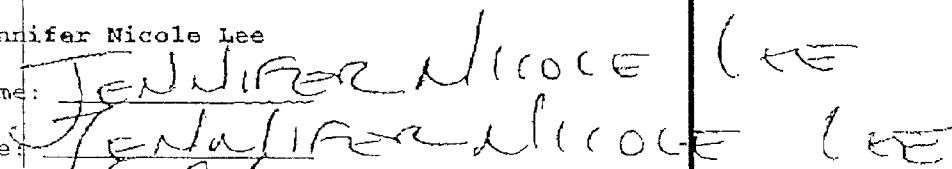
Name: Andrew Freidrich

Title: Owner

Date: 7/20/06

Name: Jennifer Nicole Lee

Print Name: JENNIFER NICOLE LEE

Signature: 

Date: 7/19/06

S.S. # 413577682

EXHIBIT “B”

EXCLUSIVE DISTRIBUTION AGREEMENT

AGREEMENT, made as of August 1, 2008 ("Agreement") by and between FIT GLOBAL, LLC ("LICENSOR"), 189 South Main St., Suite 345, New City, NY 10958 and KOCH ENTERTAINMENT, LP ("KOCH") 22 Harbor Park Drive, Port Washington, NY 11050.

1. **Property:** The audio-visual work that is the subject of this Agreement is "Fabulously Fit Moms," an original production that shall consist initially of six (6) programs, each with a running time of not less than forty (40) minutes, and all featuring Jennifer Nicole Lee (collectively, the "Property"). The Property shall be produced in a manner consistent with this Agreement, including Exhibit B, attached hereto and incorporated herein. Licensor agrees to provide KOCH with mutually agreed additional materials fully cleared for use in the creation and exploitation of a DVD or other Video Device version of the Property. The Property, as defined herein, shall include any and all such materials provided by Licensor to KOCH for inclusion in any DVD version of the Property. The Property shall also include any additional episodes as set forth in Paragraph 8 herein. It is understood and agreed that KOCH may not re-edit or otherwise repurpose the programs without Licensor's prior written approval. The Property
2. **Territory:** North America, consisting of the United States and its territories and possessions, including the U.S. Virgin Islands, Puerto Rico, and Guam; and Canada in all languages (the "Territory"). With respect to the United States, the Territory shall also include Army, Navy, Air Force, Red Cross, and other national or governmental installations as well as oil rigs and other commercial and/or industrial installations, wherever any such facilities and installations are located, to the extent that sales are made and/or servicing thereof is performed within the United States and/or its territories or possessions; and includes ships, aircraft, and carriers flying the flag of the United States wherever situated. For purposes of Video-On-Demand Rights, the Territory shall also include Bermuda, the Bahamas, and the Caribbean Basin.
3. **Term:** Commencing on the date hereof, and continuing for seven (7) years from the date of complete delivery of the Delivery Materials as set forth in Schedule A attached hereto and incorporated into this Agreement, plus a one year sell-off period for Video Devices (the "Term"). Notwithstanding the foregoing, for each program, KOCH shall have a minimum exploitation period of six (6) years from the initial release of each such program (plus the sell-off period) (the "Minimum Exploitation Period").
4. **Rights Granted:** Licensor hereby irrevocably grants, licenses and transfers to KOCH, throughout the Territory during the Term, the exclusive distribution and other rights in the Picture and all elements thereof, under copyright and otherwise, in and to the Rights Granted, and the right to license such rights to others, and to act as sales agent on behalf of Licensor with respect to such rights, and to make and exploit dubbed and/or subtitled versions of the Picture in all languages in the manner and media included in the Rights Granted, and to authorize others to do any or all of the foregoing, or to refrain from any or all of the foregoing as KOCH may determine in its sole and absolute discretion. The Rights Granted, as applicable, include the following:
 - 4.1. **Video Device Rights:** the exclusive right to design, manufacture, produce, distribute, license, sub-license, lease, rent, exhibit, promote, market, advertise, publicize and in all manner and form exploit the Property and all elements thereof, and to authorize others to do so, by means of and in connection with "Video Devices," which for purposes hereof shall include without limitation videocassettes, videodiscs, videotape, DVD, High-Definition DVD ("HD-DVD"), Universal Media Disc ("UMD"), CD-ROM, DVD-ROM or other hard carrier devices now known or hereafter devised and designed to be used in conjunction with a personal reproduction, player, or viewing apparatus which causes a visual image (whether or not synchronized with sound) to be seen on a screen, display or device, e.g., a television receiver, computer display, hand-held device or any screen, display or device now known or hereafter devised, which Video Devices shall also include menus, other navigational designs and elements and such other materials (e.g., "bonus materials") as KOCH determines in its sole discretion.

[Fabulously Fit Moms Agt. v.2 (08.04.06).DOC]

- 4.2. **Video-On-Demand Rights:** the exclusive right to distribute, license, sub-license, lease, rent, exhibit, promote, market, advertise, publicize and/or otherwise exploit the Property and/or all elements thereof, and to authorize others to do so, by and in connection with any and all means of dissemination to members of the public using a central server or other apparatus whereby receiving schedules or viewing frequency is controlled in whole or in part by KOCH (or any of its licensees or assigns) or by an end user, including without limitation by means of video-on-demand, near video-on-demand, subscription video-on-demand, or other pay-per-view or similar services.
- 4.3. **Digital Rights:** the exclusive right to distribute, license, sub-license, lease, rent, exhibit, promote, market, advertise, publicize and/or otherwise exploit the Property and/or any elements thereof, and to authorize others to do so, by and in connection with any and all means of dissemination to members of the public via the Internet, "World Wide Web" or via any other form of digital and/or electronic transmission now known or hereafter devised, including without limitation downloadable and/or other non-tangible delivery to fixed and mobile platforms including without limitation personal and other computers, cell phones, personal and other communication devices, personal and other digital devices, personal and other music, video and/or other audiovisual recorders and/or players, and/or via "podcast" and/or via all other personal, digital, mobile and other devices, platforms and services whether now known or hereafter devised.
- 4.4. **Incidental Rights:** The Rights Granted in all events include the right to use any and all elements of the Property and all Delivery Materials (as defined below) (including without limitation the names, voices, likenesses and biographies of all persons appearing in and/or connected with the Property), and any portions thereof, in connection with the publicity, advertising and packaging of the Property, including DVD menu design and DVD "extras" and/or the institutional promotion of KOCH, including without limitation the right to reproduce, distribute and exhibit any and all visual images and/or sound recordings contained in the Property and/or the Delivery Materials worldwide, by any and all means of distribution, and in any and all media now or hereafter known or devised.
- 4.5. **Non-Exclusive Foreign Sales Rights:** The parties agree that both parties shall have the non-exclusive right to license the Property in foreign territories, provided that each party notify and consult with the other concerning potential licenses to avoid any duplication of effort or confusion in the marketplace. In the event that KOCH enters into a foreign license agreement for the Property, the Gross Receipts derived from any such license shall be allocated in the manner set forth in Paragraph 7.2 above.

6. **Delivery:**

- 6.1. For purposes hereof, "Delivery" shall be defined as complete and acceptable delivery, in KOCH's sole discretion, of all delivery materials ("Delivery Materials") set forth in Schedule A attached hereto and incorporated by reference herein, which Delivery Materials shall be delivered to KOCH no later than December 15, 2008 (the "Delivery Date"). Provided LICENSOR delivers the Delivery Materials in a timely fashion, KOCH intends the initial commercial release of the first DVD of the Property to be no later than June 30, 2007.
- 6.2. As part of the Delivery, KOCH shall inspect the materials to determine if they are "Technically Acceptable". Technically Acceptable is herein defined to mean, as it relates to Delivery Materials, as being of sufficiently high technical quality, free from scratches or other physical blemishes, using reasonable and standard industry business practices, to enable KOCH to exploit the Property in a commercially satisfactory manner.
- 6.3. If KOCH, in the exercise of its good faith business discretion, determines that any or all of the Delivery Materials are not technically or otherwise acceptable, KOCH shall notify LICENSOR in writing within thirty (30) days of receipt. LICENSOR shall have thirty (30) days after receipt of

such notice to cure any defect specified in KOCH's notice. If LICENSOR fails to remedy any defect within the time period, KOCH may elect at its sole discretion either to: (i) terminate this Agreement and all of the respective obligations of the parties hereunder by giving written notice to LICENSOR at any time thereafter, or (ii) agree to an extension of time for LICENSOR to remedy the relevant defect(s), or (iii) to itself create or obtain any such Delivery Materials on LICENSOR's behalf and recoup the cost of such materials from any amounts otherwise payable to LICENSOR under this Agreement, including any Advance payable hereunder. In the event KOCH terminates this Agreement pursuant to this subparagraph, LICENSOR shall reimburse KOCH for any and all out-of-pocket costs incurred by KOCH in connection with the acquisition and distribution of the Property, including any portion of the Advance paid by KOCH. The foregoing is without prejudice to any other rights or remedies that KOCH may have under the Agreement, at law, or in equity.

- 5.4. In the event that KOCH does not notify LICENSOR as to the non-acceptability of any part of the Delivery Materials within thirty (30) days after receipt of such materials by KOCH, all of such Delivery Materials received by KOCH at such time shall be deemed accepted. Delivery of the Delivery Materials for the Property shall be deemed complete when KOCH has accepted (or be deemed to have accepted) all of the Delivery Materials for the Property.
- 5.5. Delivery of DLT's by LICENSOR: The parties agree that as part of complete delivery of the Delivery Materials, LICENSOR shall deliver to KOCH a completed DLT of the Property suitable for the manufacture of first class quality DVD's of the Property for distribution by KOCH pursuant to this Agreement, subject to the following:
 - 5.5.1. LICENSOR agrees to consult with KOCH concerning all aspects of the design and production of the DLT, including without limitation menus, graphic elements, navigation, technical features, etc., all of which are subject to KOCH's prior written approval;
 - 5.5.2. LICENSOR shall deliver to KOCH for KOCH's review and approval a screener of the DLT before the DLT has been finalized, and shall make any changes required by KOCH;
 - 5.5.3. KOCH will deliver its logo to LICENSOR for inclusion in the DLT, along with any other elements reasonably required by KOCH, and any other mutually agreed materials.
6. Advance: In full and complete consideration to LICENSOR for entering into and performing the terms of this Agreement, and for granting the rights granted hereunder, KOCH shall pay to LICENSOR an amount equal to Two Hundred and Twenty-five Thousand Dollars (\$225,000) (the "Advance"), which shall be non-refundable and fully recoupable (along with any "Additional Advance," as described in Paragraph 8, below) from any monies otherwise payable by KOCH to LICENSOR pursuant to this Agreement. LICENSOR shall instruct KOCH as to the form of payment, whether by check or wire transfer, for all payments due LICENSOR pursuant to the terms and provisions of this Agreement. The Advance shall be payable as follows:
 - 6.1. Fifty percent (50%) upon full execution of this Agreement;
 - 6.2. Twenty-five percent (25%) upon completion of principal taping of all six (6) episodes of the completed Property;
 - 6.3. Twenty-five percent (25%) upon complete and acceptable delivery of all Delivery Materials, as described in Schedule A, including completed DLT's of all six (6) episodes of the Property.
7. LICENSOR's Royalties: Provided that LICENSOR has fully and completely performed all of its obligations hereunder, KOCH shall pay to LICENSOR the following amounts:
 - 7.1. With respect to the exploitation of Video Device Rights in the Territory, provided that KOCH has fully recouped the Advance, KOCH shall pay to LICENSOR a royalty equal to eighteen percent

(16%) of Gross Receipts (as hereinafter defined) derived by KOCH from the sale of Video Devices.

7.2. With respect to the exploitation of the Video-On-Demand and Digital Rights, KOCH shall allocate Gross Receipts as follows and in the following order:

7.2.1. KOCH shall retain any out-of-pocket, third party expenses directly related to the exploitation of the Video-On-Demand and Digital Rights, including but not limited to creation of duplicate masters for delivery, creation of any marketing and promotional materials, shipping, postage and delivery;

7.2.2. KOCH shall retain 50% of the remaining Gross Receipts;

7.2.3. KOCH shall pay the remainder of such Gross Receipts to LICENSOR, subject to KOCH's recoupment of the Advance from any monies otherwise payable to LICENSOR.

7.3. Premium/Incentive/Bundling Deals: The parties agree that with respect to any premium, incentive, bundling, or similar opportunity, the parties shall share equally (50%-50%) in the net receipts derived from any such exploitation. For purposes of this paragraph "Net Receipts" means Gross Receipts (as defined below) net of any direct, third party costs, if any, recouped by either party off the top. It is understood and agreed that with respect to any sponsorship or advertising inserts, recoupable costs will be minimal and all or most of the related revenues will be shared equally between the parties.

7.4. For the purposes of this Agreement:

7.4.1. "Gross Receipts" shall be defined as all amounts actually received by KOCH in U.S. Dollars from the distribution of the Property hereunder, less refunds, rebates, bad debt, credits, discounts, allowances, returns, and sub-distributors commissions that are specifically and directly related to the exploitation of the Property.

7.4.2. [Intentionally deleted]

7.4.3. It is understood and agreed that for purposes of recoupment, the Advance and any recoupable expenses shall be cross-collateralized against LICENSOR's share of any revenue from the sale or license of the Property in any media licensed hereunder.

7.4.4. KOCH shall have the right to deal with any subsidiary, affiliate, or parent company on such arms-length terms as KOCH shall deem fair and reasonable pursuant to an arms-length negotiation.

7.4.5. KOCH shall be entitled to establish and maintain a reserve against returns in an amount equal to twenty percent (20%) of gross sales revenues derived from the sale of Video Devices, provided that such reserves shall be liquidated within two quarters of its establishment.

7.4.6. Notwithstanding anything to the contrary contained herein, LICENSOR shall receive fifty percent (50%) of the Royalty set forth above for exploitation of the Property in Direct Response Marketplace. The term "Direct Response Marketplace" means sales to consumers by direct mail, telephone solicitation or direct radio or television advertising.

7.4.7. Promotions and Publicity: If KOCH makes a reasonable request to LICENSOR, with a minimum of thirty (30) days' written notice to LICENSOR, for the presence of Jennifer Nicole Lee to attend any promotional and/or publicity event promoting the Property, KOCH at its sole expense shall provide transportation (coach class if by air), accommodations, and a reasonable per diem of \$800 per day, all expenses subject to KOCH's prior written approval. No more than four (4) requests may be made in this first installment of six (6) programs. All such appearances shall be subject to scheduling and availability.

7.4.8. Consultation: KOCH agrees to provide LICENSOR with a brief description of its intended marketing campaign with respect to the Property sufficiently in advance of the initial commercial release to permit KOCH to consult in good faith with LICENSOR in connection with this campaign.

7.4.9. Initial Retail Price: KOCH agrees that the DVD's of the Property shall have a retail price of no less than \$14.98 SRP per unit for the first twelve (12) months following their initial commercial release.

7.4.10. Cross-Promotion: Subject to KOCH's prior written approval, LICENSOR may create printed materials for insertion into the DVD packaging of the Property, provided further that: (i) all costs relating to the insertion shall be borne and paid for up front solely by LICENSOR; (ii) such inserts shall only be used to promote projects relating to Jennifer Nicole Lee, and/or the "Fabulously Fit Mom" programs, and/or other LICENSOR products; and (iii) LICENSOR agrees to cross-promote KOCH's sale of the DVD's of the Property in other of LICENSOR's program packaging, in a mutually agreed form and manner.

7.4.11. Buy-Back of Finished Goods: KOCH agrees to sell LICENSOR finished goods of the Property for resale by LICENSOR or Jennifer Nicole Lee directly to the public through either party's Web site, at public appearances, and/or through comparable direct sales to the public at a price of \$5.00 per unit, non-royalty-bearing. Neither LICENSOR nor Ms. Lee may resell such units to any retailer, distributor, or other third party except as expressly authorized in this paragraph.

8. Additional Episodes: KOCH shall have an exclusive option for a period of two and one-half years (the "Option") beginning on the date of the initial commercial release of the first of the six (6) episodes of the Property to effect to finance and distribute six (6) additional episodes of the Property. KOCH may exercise the foregoing exclusive option by delivering written notice to LICENSOR, subject to the following:

- 8.1. If KOCH exercises the Option within one (1) year of the initial commercial release of all of the first six (6) episodes, then KOCH shall be required to pay LICENSOR a sum equal to the Advance herein plus an additional five percent (5%) of the Advance (the "Additional Advance"). (The "Advance" and the "Additional Advance" shall be collectively referred to as the "Advance" for purposes of this Agreement, except where separately identifying the advances is required.)
- 8.2. If KOCH exercises the Option after one (1) year but before the end of two (2) years following the initial commercial release of all of the first six (6) episodes, then KOCH shall be required to pay LICENSOR a sum equal to the Advance herein plus an additional ten percent (10%) of the Advance (also, an "Additional Advance").
- 8.3. If KOCH exercises the Option after two (2) years from initial commercial release of all of the first six (6) episodes, but before the expiration of the Option, then KOCH shall be required to pay LICENSOR a sum equal to the Advance herein plus an additional fifteen percent (15%) of the Advance (also, an "Additional Advance").
- 8.4. After the expiration of the Option, KOCH shall have a right of first negotiation and best refusal (matching right) with respect to the financing and distribution of additional episodes. Specifically, upon the occurrence of either of (i) KOCH's written notice of its desire to finance the production of additional episodes, or (ii) LICENSOR's written notice that it intends to negotiate with a third party concerning such additional episodes, the parties shall negotiate for a period of thirty (30) days concerning the terms and conditions of the financing and production of the additional episodes. If KOCH and LICENSOR fail to reach agreement after the thirty day negotiation period, then LICENSOR may negotiate with a third party concerning the production and distribution of additional episodes; provided, however, that LICENSOR must provide KOCH with the opportunity to match the material terms of any bona fide offer made by such third party. KOCH shall have ten (10) business days following receipt of notice from LICENSOR of such bona fide offer in which to accept or reject such terms. If KOCH rejects such terms, then LICENSOR shall be free to enter into an agreement with such third party with respect to the financing and distribution of the additional episodes.

*Fabulously Fit Mom and for other
up her programs
featuring
Jennifer Nicole
Lee*

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- 8.5. If KOCH exercises the Option and finances the additional episodes, then the Term of the Agreement as it relates to the additional six (6) episodes, shall be seven (7) years from the date of complete delivery of the Delivery Materials with respect to all six (6) of the additional episodes; and each new episode shall have the six-year Minimum Exploitation Period.
9. **Exclusivity; No Prior Exploitation:** LICENSOR represents and warrants that it has not prior to the date hereof sold, licensed, or exploited, nor authorized any other party to sell, license, or exploit, any of the Rights Granted, nor will it do or authorize same in the Territory during the Term.
10. **Credits and Copyrights:**
- 10.1. KOCH shall use the credit block (including but not limited to logos, copyright notice, and URL address) provided by LICENSOR on the prints, posters, packaging box and advertising materials for the Property. KOCH shall not alter the copyright on the Property, provided that KOCH may add KOCH's and/or sublicensee's logos on prints, Video Devices, packaging and advertising materials for the Property. KOCH shall notify its licensees of the aforementioned credit provisions. No casual or inadvertent failure to accord credits as set forth hereunder shall be deemed a breach of this Agreement by KOCH. LICENSOR shall inform KOCH in writing, no later than ten (10) days after execution of this Agreement, of any restrictions on the use of any of the Delivery Materials, including without limitation clips and footage for use in KOCH's advertising and marketing campaign.
- 10.2. KOCH shall conspicuously stamp, imprint or display upon each Video Device, its label, packaging, and any advertisements or promotional materials, wherever practicable, a copyright notice as follows:
 © 2008 Fit Global, LLC; © 2008 KOCH Entertainment, LP.
- 10.3. KOCH shall not at any time delete, nor authorize the deletion of, the copyright notice, logos or credits which appear on the Property when delivered to KOCH.
11. **Representations and Warranties:** LICENSOR represents and warrants that:
- 11.1. LICENSOR has the full right, power, and authority to enter into and perform this Agreement, to appoint KOCH as its exclusive distributor hereunder and to grant to KOCH all of the rights granted hereunder, and that LICENSOR controls and shall control throughout the Territory during the Term all rights granted hereunder in and to the Property and all elements thereof, including without limitation all performance, exhibition, advertising, copyright and all other rights subject to KOCH's rights hereunder.
- 11.2. No claim has been made that LICENSOR does or may not have such right or rights herein granted, and there is not now valid or outstanding, and LICENSOR will not hereafter grant, any right in connection with the Property which is or would be adverse to, or inconsistent with, or impair, the rights herein granted to KOCH, and no portion of the Property has been taken from any other work and there has been no claim that the Property violates, conflicts with, or infringes upon, and the Property does not violate, conflict with or infringe upon, any rights whatsoever (including, without limitation, any copyright, common law or statutory, throughout the world; any right of publication, performance, or any other right in any work; and any right against libel, slander, invasion of privacy or similar right) of any person, firm or corporation, and the Property and any elements thereof are not subject to any third party claims, and the Property and all elements thereof and all Delivery Materials shall be fully cleared by LICENSOR for all uses set forth herein, and no payments will be required to be made to any third party in connection with the exploitation of the Property hereunder (or, if any such payments are required, LICENSOR will be solely responsible therefor and indemnify and hold harmless KOCH in connection therewith); and
- 11.3. LICENSOR shall deliver, or cause to be delivered, to KOCH or to such other place as KOCH shall designate, the Delivery Materials no later than the Delivery Date. Any items which

are not delivered to KOCH shall be created by KOCH and recouped from any amounts otherwise owed to LICENSOR hereunder.

- 11.4. KOCH shall have no responsibility or liability to any third party including, without limitation, any payment of producer, director, artist, mechanical, synchronization and patent royalties, residuals, profit participations, union and/or guild fees, all music clearance costs, and any other third party payments as a result of KOCH's exercise of the rights granted hereunder. LICENSOR will account to the appropriate parties as regards to mechanical and synchronization royalties as may be required by law and report/pay copyright proprietors or their agents where required. LICENSOR does hereby warrant and represent that any and all music contained in the Property is cleared for use in DVD menu screens and for promotional uses (i.e. trailers, advertising, etc.)
12. **Indemnity:** Each party agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party"), any parent, affiliate, distributor, licensee, or assignee of the Indemnified Party, and its and their respective owners, shareholders, members, managers, officers, directors, employees, and agents from and against all claims, losses, liabilities, actions, judgments, costs and expenses of any kind (including without limitation attorney's fees and costs) arising out of or in connection with any exploitation of the Rights Granted or any other rights hereunder, the contents of any Property, or any illegal act committed by the indemnifying Party in connection with any Property; or arising out of or in connection with any breach by the indemnifying Party of any representation, warranty, or agreement set forth in this Agreement.
13. **Errors and Omissions Insurance:** LICENSOR shall maintain, at its sole cost and expense, for the Term of this Agreement, an Errors and Omissions policy of insurance with respect to the Property which has limits of not less than \$1,000,000/\$3,000,000, and a deductible of not more than \$10,000 (the "E & O Policy"). LICENSOR agrees that KOCH shall be named as an additional insured on the policy. The policy must provide that it may not be canceled or modified without at least 30 days' prior written notice to and approval by KOCH.
14. **Reporting:**
- 14.1. KOCH will render or cause to be rendered to LICENSOR calendar quarterly accounting statements, within sixty (60) days after the last day of the applicable accounting period; provided, that after the first two (2) years, such reporting shall be semi-annual; no statement need be rendered for any accounting period in which less than \$100 in royalties are payable to LICENSOR hereunder, provided further, that in any event LICENSOR shall receive at least one (1) statement per year. All monies due and payable to LICENSOR pursuant to this Agreement will be paid to LICENSOR simultaneously with the rendering of such statements. Notwithstanding the foregoing, KOCH shall have the right to suspend the payment of any monies due LICENSOR if LICENSOR is in breach of any of its representations, warranties or other obligations pursuant to this Agreement.
- 14.2. LICENSOR will be deemed to have consented to all accounting statements rendered by KOCH or its assignees, licensees, or successors, and all statements will be binding upon LICENSOR and will be deemed an account stated and not subject to any objection by LICENSOR for any reason unless specific written objection to such statement is received by KOCH within one (1) year from the date such statement was rendered. In the event that LICENSOR makes a timely written objection to an accounting statement, LICENSOR shall have one (1) year from the date of such written objection to bring suit; thereafter, LICENSOR shall be deemed to have waived such objection finally and conclusively. Notwithstanding the foregoing, if LICENSOR claims that additional monies are payable to LICENSOR hereunder, KOCH shall not be deemed in material breach of this agreement unless such claim is reduced to a final judgment by a court of competent jurisdiction and KOCH fails to pay LICENSOR the amount thereof within thirty (30) days after KOCH receives notice of the entry of such judgment.
- 14.3. LICENSOR shall be entitled to inspect the books and records of KOCH that relate to the Property upon thirty (30) days' written notice to KOCH, provided that not more than one audit is

conducted every twelve months and that such audit does not interfere with KOCH's normal operations. In the event that the audit discloses an underpayment of ten percent (10%) or greater, KOCH shall reimburse LICENSOR for all reasonable audit costs. Otherwise, all audit costs shall be borne by LICENSOR.

15. [Intentionally deleted]

16. **Notices:** All notices or any other documents that either of the parties hereto is required or may desire to serve upon the other party ("Notices") shall be served by personal delivery or by registered or certified mail, return receipt requested, or by overnight or express courier, all postage and other charges prepaid. Notices to KOCH shall be sent to Koch Entertainment, LP at 22 Harbor Park Drive, Port Washington, NY 11060, Attention: Michael Rosenberg, President; and Notices to LICENSOR shall be sent to Fit Global, LLC at 169 South Main St., Suite 345, New City, NY 10858, Attention: Andrew E. Freilich; or to such other address that one party may hereafter designate in writing to the other. Receipt of Notices shall be deemed to have occurred five (5) days after the date of mailing, the date of personal delivery, or the day after mailing by overnight courier, as applicable. The foregoing shall not apply to accounting statements furnished pursuant to Paragraph 14, above, which may be delivered by facsimile transmission or first class mail or both.

17. **Assignment:** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. LICENSOR may assign this Agreement and any of its rights hereunder, to an entity partially owned or wholly owned by Andrew Freilich; provided, however that LICENSOR must provide KOCH prior written notice of any such assignment. KOCH may assign this Agreement or any or all of its rights hereunder to any person or entity at any time, provided that any assignee must assume all of the obligations under this Agreement.

18. **Remedies:** In the event of any dispute arising out of or relating to this Agreement, LICENSOR's sole remedy shall be an action for damages at law. LICENSOR expressly waives any and all equitable rights LICENSOR may have hereunder and in no event shall LICENSOR have any right to enjoin, rescind, terminate, or otherwise interfere with the distribution, advertising, marketing, publicity and/or any other exploitation by KOCH of the Property or any of the Rights Granted hereunder. No failure by either party to fulfill any of its obligations hereunder shall constitute a breach of this Agreement by such party unless and until the non-breaching party has provided the breaching party with written notice specifying such failure(s) and the breaching party has failed to cure such breach within thirty (30) days after receipt of such notice, provided, however, that the foregoing cure period shall not apply (and there shall be no cure period with respect to) LICENSOR's Delivery obligations pursuant to this Agreement.

19. **Licensor Bankruptcy:** In the event of LICENSOR's bankruptcy, LICENSOR and KOCH acknowledge and agree that (i) the Rights Granted hereunder are fundamentally in the nature of "Intellectual property" as defined in the Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor statute (the "Bankruptcy Code"); (ii) that KOCH's continued enjoyment of all of the Rights Granted is of the essence of this Agreement and fundamental to the Rights Granted hereunder; and therefore all of the Rights Granted shall be deemed Intellectual property subject to KOCH's election under Section 365(n)(1)(B) of the Bankruptcy Code.

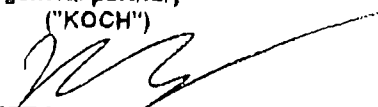
20. **Additional Documents:** Promptly upon KOCH's request, LICENSOR will execute, acknowledge and/or deliver to KOCH any and all further documents that are necessary, expedient, or proper to carry out, secure, perfect and/or effectuate the purposes and intent of this Agreement and/or any of KOCH's rights hereunder, including without limitation the Short Form Assignment attached hereto as Exhibit A. KOCH is hereby irrevocably appointed LICENSOR's lawful attorney-in-fact (such appointment being a power coupled with an interest) to do all acts and things permitted or contemplated by the terms of this paragraph. KOCH's reasonable costs and expenses (including reasonable counsel fees and expenses) paid or incurred in connection with any proceeding or in relation to any such acts shall be considered to be recoupable from any monies otherwise payable to LICENSOR hereunder for all of the purposes of this Agreement. Nothing herein contained shall be

deemed to be a limitation upon or modification or restriction of the indemnity provisions set forth in this Agreement. If LICENSOR is an entity organized outside of the United States, KOCH shall provide LICENSOR with all relevant documentation for non-resident taxation and LICENSOR shall provide the completed documentation to KOCH prior to any payments from KOCH

21. **Force Majeure:** Notwithstanding any other provision of this Agreement, either party shall have the right, upon written notice to the other party, to suspend and/or extend the Term during all periods in which any of the Rights Granted are interfered with, hampered, or interrupted on account of an event of force majeure (e.g., any labor dispute, industrial accident, major fire, minor theft, act of God, war, governmental action, injunction, third party breach of contract, or other material interference with either party's business activities, or any other event beyond such party's control. Thereafter, upon cessation of such event, the Term shall resume running and shall be extended by a period of time equal to the number of days during which it was suspended. For purposes of this Agreement, any illness or disability of Jennifer Nicole Lea shall be deemed an event of force majeure. If such an event of force majeure persists for longer than four (4) months, KOCH shall have the option of terminating this Agreement and LICENSOR shall be obliged to reimburse KOCH all Advances paid up to that time.
22. **Entire Agreement:** This Agreement is the complete and final agreement and understanding between the parties with respect to the subject matter hereof. The parties hereby acknowledge that they are not, nor shall this Agreement be construed to constitute, a partnership or joint venture between them. The parties agree that this Agreement will be construed in all respects in accordance with the laws of the State of New York applicable to agreements entered into and to be wholly performed therein, and the parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County. This Agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing. Paragraph headings are used in this Agreement for convenience only, and will not be used to interpret or construe the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

KOCH ENTERTAINMENT, LP
BY KOCH ENTERTAINMENT GP LLC
(its general partner)
("KOCH")

By: 
Michael Rosenberg,
President

Date: 8/9/06

FIT GLOBAL, LLC
("LICENSOR")

By: 

Date: 8/9/06

EXHIBIT A

SHORT-FORM ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assigns, transfers, and sets over unto KOCH Entertainment LP and its successors, licensees, and assigns (collectively, "Assignee") the exclusive distribution rights in and to the below-entitled Property and any and all parts or elements thereof, for the Rights Granted throughout the Territory during the Term (as such terms are defined below), as more particularly set forth and subject to the terms and conditions of the agreement (the "Agreement") dated as of August 1, 2008 between Assignor and Assignee in connection with the Property.

Property: "Fabulously Fit Moms," © 2006 Fit Global, LLC (the "Property").

Territory: North American, consisting of the United States and its territories and possessions, including the U.S. Virgin Islands, Puerto Rico, and Guam; and Canada in all languages (the "Territory").

Term: Commencing on the date hereof, and continuing for seven (7) years from the date of complete delivery of the Delivery Materials as set forth in Schedule A attached hereto and incorporated into this Agreement, plus a one year sell-off period for Video Devices (the "Term"). Notwithstanding the foregoing, for each program, KOCH shall have a minimum exploitation period of six (6) years from the initial release of each such program (plus the sell-off period) (the "Minimum Exploitation Period")

Rights Granted: Video Device Rights; Video-On-Demand Rights; Digital Rights, as more fully defined in the Agreement (the "Rights Granted")

Assignor agrees to obtain or cause to be obtained copyrights and renewals of all copyrights in the Property, and hereby assigns the aforesaid rights in the Property under said copyrights to Assignee; and should Assignor fail to do any of the foregoing, Assignor hereby appoints Assignee as its attorney-in-fact to do all such acts and to execute, deliver, file, register, and record all such documents, in the name and on behalf of Assignor, as Assignee may deem necessary and proper to accomplish same, which appointment is coupled with an interest and is irrevocable.

Assignee is also hereby empowered and authorized to bring, prosecute, defend, and appear in suits, actions, and proceedings of any nature under or concerning said copyrights in the Property and all renewals thereof, or concerning any infringement thereof, or any of the rights granted herein, in its own name or that of the copyright proprietor, and at its option Assignee may join Assignor or such copyright proprietor as a party plaintiff or defendant in any such suit, action or proceeding.

Dated: August 1, 2008

FIT GLOBAL, LLC
("Assignor")

By: 

Print Name: Andrew Freirich

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EXHIBIT B
PRODUCTION RIDER

The following additional terms and conditions shall apply to the production and delivery of the Property:

1. The technical and commercial quality of the Property shall meet "first class" video industry standards for programming of this kind.
2. LICENSOR shall be solely responsible for, among other things, furnishing all technical equipment and facilities necessary to produce the Property. LICENSOR shall also be responsible for securing all third party clearances, licenses and releases as well as the payment of all fees and royalties of any kind or nature to artists, composers, talent, or others, which relate to the production or exploitation of the Property or which arise from LICENSOR's contractual arrangements or other business or dealings relating to the production of the Property. In connection with the foregoing, LICENSOR shall be responsible for securing, on a long-term buyout basis, all clearances relating to the content and music contained in the Property.
3. LICENSOR shall keep KOCH reasonably informed of the production process and shall consult with KOCH concerning all aspects of the production, including but not limited to creative and budgetary considerations.
4. In the event that LICENSOR lacks adequate funding to complete production of the Property on a timely basis after receiving KOCH's Advance in accordance with this Agreement, LICENSOR hereby undertakes and agrees to pay from its own funds or otherwise to secure the necessary, shortfall funding to produce and deliver the Property to KOCH on a timely basis as prescribed herein, without reimbursement to LICENSOR for LICENSOR's payment of such shortfall.
5. Subject to the Force Majeure provision in Paragraph 21, above. If LICENSOR fails to deliver the Property by the Delivery Date, KOCH shall notify LICENSOR that it is in default and LICENSOR shall have the thirty (30) day cure period set forth in Paragraph 18 of the Agreement in which to deliver the completed Property. If LICENSOR fails for any reason to deliver the Property by the end of the cure period, LICENSOR shall be responsible to reimburse KOCH for all monies advanced by KOCH to LICENSOR in connection with the production and distribution of the Property.
6. The Property shall be produced as a non-union production.
7. LICENSOR shall produce the Property in accordance with industry standards and not in contravention of any local, state and/or federal laws and regulations.

SCHEDULE A

DELIVERY MATERIALS

Licensor shall make full and complete delivery to KOCH or its designees, at Licensor's sole cost, of each and every item specified below as set forth herein and any other material required to be delivered pursuant to this agreement, to the following address in New York or elsewhere in the Territory as KOCH may designate. When delivery of an element is by access, it shall be substantially in the form of the laboratory access letter attached hereto. All Delivery Materials are to be delivered to KOCH, Attention: Chief Operating Officer.

All must be subtitled or dubbed into English before delivery, with the acknowledgment and approval of KOCH. All non-film materials not originally in English (including foreign language publicity materials) are to be provided along with an English translation.

I. DOCUMENTATION:

1. Executed short form assignment in the form of Exhibit A attached to this Agreement.
2. One (1) Certificate of United States Copyright Registration for the Property or if not yet available, a copy of the application therefore accompanied by the letter of transmission to the U.S. Copyright Office.
3. Chain-of-title documentation evidencing valid and effective transfers to Licensor of any underlying intellectual property incorporated into the Property from original author to Licensor and any and all intermediate rights holders, and certificates of authorship with respect to any creative services provided on a work-made-for-hire basis.
4. Credit Block (i.e. complete and accurate written statement of all screen and advertising credit obligations and any and all likeness restrictions), together with a layout of the proposed advertising credits and photocopies of excerpts from all agreements defining and describing both the form and nature of the required credits (including any tie-in obligations) and any restrictions as to the use of name and likeness.
5. If the Picture was recorded in Dolby or Ultra Stereo, a copy of the applicable license.
6. Certificate of errors and omissions and all other insurance policies naming KOCH as additional insured (which policies shall have limits of not less than \$1,000,000/\$3,000,000 with a deductible of not more than \$10,000), at Licensor's sole cost and expense and a copy of the policy itself which must cover no less than the first three (3) years of the term of the Agreement.
7. U.S. Tax Forms fully completed and executed on behalf of Licensor, that may be required for the payment of monies by KOCH to Licensor, including without limitation, Department of Treasury IRS Forms SS-4 and/or W-8BEN, as applicable.

II. VIDEO MASTER MATERIALS: (to be provided by KOCH Operations Dept.)

- (a) If available, one dialogue/continuity and spotting transcript with time code/edge code.
- (b) Music cue sheets
- (c) 1 Completed DLT of each episode

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- (d) 1 DVD Screener copy of each episode prior to the delivery of the DLTs. KOCH must approve the DVD screeners before DLTs are delivered.
- (e) One (1) original first class quality Digital Betacam NTSC 10:9 anamorphic or 4x3 Full Frame master with NON-DROP FRAME (macode, technically suitable for the manufacture of video recordings including DVDs, with the following audio and text configuration:
 - Channel 1: full stereo mix left
 - Channel 2: full stereo mix right
 - Channel 3: music, effects (stereo left) - if available
 - Channel 4: music, effects (stereo right) - if available
- (f) One (1) Digital Betacam NTSC of trailer or promotional reel.
- (g) If available, one (1) EPK to be delivered on Digital Betacam NTSC. EPK should contain scene clips, soundbites, unedited B-roll, featurette and trailer
- (h) Free access to foreign language masters, if and when created.

III. PUBLICITY MATERIALS:

Such pre-existing advertisements, publicity pieces and promotional materials concerning the Picture ("Publicity Materials") as KOCH requires, including without limitation the following:

- (a) Press kit information, including
 - (i) a minimum one-page synopsis of the story
 - (ii) production notes
 - (iii) bios for key players, the director, producers, screenwriters
 - (iv) credit lists of cast and crew. All in English.
- (b) Images to be chosen at KOCH's discretion and delivered on CD. NOT TO BE LESS THAN TEN (10) IMAGES.
- (c) KOCH shall design all art work. LICENSOR shall have a right to approve the key art used by KOCH, which approval shall not be unreasonably withheld or delayed.
- (d) Billing block to be delivered on a CD, or sent via electronic mail. (Credit block may also be delivered as a b&w photostat with prior approval of the KOCH's Director of Creative Services.) All billing block art will be considered pre-approved by all parties prior to delivery.
- (e) Copyright of the Property including the year of production.
- (f) Any required logos for packaging, if applicable.
- (g) All other available advertising and marketing materials including one-sheets, sell sheets and advertising art elements.

JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Jennifer Nicole Lee, Inc., a Florida Corporation, and
Jennifer Nicole Lee, individually

(b) County of Residence of First Listed Plaintiff Miami-Dade
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

M. Fuentes & Co.
150 Alhambra Circle, Suite 725
Coral Gables, Florida 33134
Tel: 305-854-7744 / 305-854-7744

DEFENDANTS

Fit Global, LLC, a New York Limited Liability Company, and
Andrew Freirich, individually

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT
LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE
HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only) PTF DEF
Citizen of This State ☒ 1 ☒ 1 Incorporated or Principal Place
of Business In This State ☐ 4 ☐ 4

Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place
of Business In Another State ☐ 5 ☐ 5

Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed-
(see VI below) ☐ 4 Reinstated or Reopened ☐ 5 another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

a) Re-filed Case ☐ YES ☐ NO b) Related Cases ☐ YES ☐ NO
(See instructions second page): JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. 1121 - False Registration

LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

FOR OFFICE USE ONLY

AMOUNT \$350.0 RECEIPT # 574115 IFP