

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthy Lifestyles International LLC		02/08/2005	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	123 Fit Franchising, LLC		
<b>Street Address:</b>	1475 Lawrence Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78540302	1 2 3 FIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-473-2726		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Kristine M. Miller		
<b>Address Line 1:</b>	555 Seventeenth Street, Suite 3200		
<b>Address Line 2:</b>	P.O. Box 8749		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>NAME OF SUBMITTER:</b>	Kristine M. Miller		
<b>Signature:</b>	/Kristine Miller/		
<b>Date:</b>	02/24/2005		

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**TRADEMARK**

Total Attachments: 2

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**ASSIGNMENT**

This Assignment, effective 2.8.5, is made by and between Healthy Lifestyles International LLC, a Colorado Limited Liability Company, with an address of 1415 Larimer Street, Suite 500, Denver, Colorado 80202 ("ASSIGNOR"); and 123 Fit Franchising, LLC, a Colorado Limited Liability Company, with an address at 1415 Larimer Street, Suite 500, Denver, Colorado 80202 ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign all right, title and interest in and to the trademarks, service marks, trade names, assumed names, trade dress, designs, logos, corporate names and other indicia of origin, listed on the attached Schedule 1, all common law rights associated therewith, and all goodwill associated thereby (collectively referred to as the "Trademark"); and

WHEREAS, ASSIGNEE is the successor to that portion of the business of the ASSIGNOR to which the Trademark pertains; and

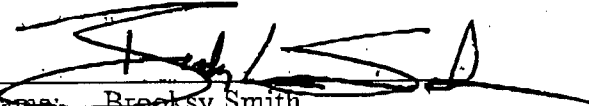
WHEREAS, ASSIGNEE wishes to acquire all right, title and interest in and to the Trademark; and

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other goods and valuable consideration, the receipt and sufficiency of which the Parties acknowledged, the Parties hereby agree as follows:

1. ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the Trademark.
2. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


**HEALTHY LIFESTYLES  
INTERNATIONAL LLC**

Date: 2.8.5

By:   
Name: Brooksy Smith  
Title: Chief Executive Officer  
and President

**123 FIT FRANCHISING, LLC**

Date: 2.8.5

By:   
Name: Raymond Scott Goshorn  
Title: Chief Financial Officer

**SCHEDULE 1**

<b>Mark</b>	<b>Serial No.</b>
1 2 3 FIT	78/540,302

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