

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spalook.com LLC		03/27/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	SPK Acquisition, LLC		
Street Address:	3731 N.W. 8th Avenue		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78757463	FREEFILLS	
CORRESPONDENCE DATA			
Fax Number:	(305)357-8513		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305.539.8400		
Email:	kblum@bsflp.com		
Correspondent Name:	Keith J Blum		
Address Line 1:	100 Southeast 2nd Street		
Address Line 2:	28th Floor		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Keith J Blum		
Signature:	/Keith J Blum/		
Date:	03/28/2007		

OP \$40.00 78757463

Total Attachments: 3

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Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 27 day of March, 2007, by SPALOOK.COM, LLC, a Florida limited liability company with its principal place of business at 1220 10th Street, Suite B, Lake Park, Florida 33403 ("Assignor"), to SPK ACQUISITION, LLC, a Florida limited liability company with its principal place of business at 3731 NW 8th Avenue, Boca Raton, Florida 33431 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 27, 2007 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Asset Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor and their associated goodwill. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

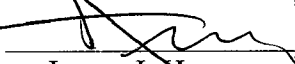
NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and


construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.


IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

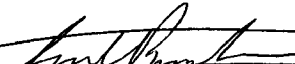
SPALOOK.COM, LLC, a Florida limited liability company

By: 
Name: James J. Hennessey
Title: Manager

MEMBERS:

By: 
James J. Hennessey

By: 
Darren Pamatat

By: 
Scott Pamatat

[SEAL]

State of)
) ss.:
County of)

On this _____ day of _____, 20____, before me, _____, personally appeared _____, _____ of _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. Registration No.	Registration Date
Trademark "Freefills"	3158273	October 17, 2006
Verified TM Reg. #.		

[SELLER: PLEASE PROVIDE]

Unregistered Servicemarks and Trademarks

None

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
	None	

Trade Names

None