

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerard J. Musante		07/23/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Structure House, Inc.		
Street Address:	3017 Pickett Road		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27705-6001		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1111508	STRUCTURE HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(336)378-5400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-378-5200		
Email:	wanda.armstrong@smithmoorelaw.com		
Correspondent Name:	Wanda Armstrong		
Address Line 1:	Smith Moore LLP		
Address Line 2:	P.O. Box 21927		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	5005513.2		
NAME OF SUBMITTER:	Wanda Armstrong		
Signature:	/wanda armstrong/		
Date:	07/25/2007		

CH \$40.00 1111508

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This ASSIGNMENT, effective as of this ~~28~~²⁹ day of July, 2007, by and between Dr. Gerard J. Musante, an individual residing in Durham, North Carolina ("Assignor"), and Structure House, Inc., a North Carolina corporation having a principal place of business at 3017 Pickett Road Durham, North Carolina 277056 ("Assignee");

WHEREAS, Assignor is the owner of all right, title, and interest in the trademark "STRUCTURE HOUSE" for treatment services related to weight control (the "Trademark"), and of the goodwill of the business associated with the Trademark and the common law rights therein;

WHEREAS, Assignor is the owner of all right, title, and interest in U.S. Trademark Registration No. 1,111,508 for the Trademark (the "Registration");

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Trademark and the Registration;

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

Assignor hereby assigns, sells, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademark and Registration, any and all applications, registrations, renewals, and licenses thereof, and the goodwill of the business associated with the Trademark and Registration, together with all claims, demands and causes of action for past infringement of the Trademark and Registration, past acts of passing off in relation to the Trademark and Registration, and/or unfair competition in business in connection therewith, wheresoever or by whomsoever committed.

Assignor hereby represents and warrants to Assignee that Assignor has not heretofore sold, transferred, assigned or encumbered any of its right, title or interest in the Trademark, and that it has the authority to transfer and assign the Trademark and associate goodwill and enter into this Assignment and perform its obligations hereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of the date set forth above.

[signature page to follow]

Dr. Gerard J. Musante

Gerard J. Musante

Date: 7-23-07

STATE OF NORTH CAROLINA
COUNTY OF Durham

This instrument was acknowledged before me on July 23, 2007 by Dr. Gerard J. Musante.

Parvula H. Bass
Notary Public – State of North Carolina

My Commission Expires: 03-02-2009

STRUCTURE HOUSE, INC.

By: *Gerard J. Musante*
Name: Dr. Gerard J. Musante
Title: President

Date: 7.23.07

STATE OF NORTH CAROLINA
COUNTY OF Durham

This instrument was acknowledged before me on July 23, 2007 by Dr. Gerard J. Musante, President of Structure House, Inc..

Parvula H. Bass
Notary Public – State of North Carolina

My Commission Expires: 03-02-2009