

**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>
CPYNM, Inc.	FORMERLY CorePower Yoga, Inc.	01/08/2008	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CorePower Yoga, LLC		
<b>Composed Of:</b>	COMPOSED OF members		
<b>Street Address:</b>	1350 Grant Street, Suite 106		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<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>	
Registration Number:	3122666	COREPOWER YOGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)634-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3036342000		
<b>Email:</b>	mdrumm@swlaw.com		
<b>Correspondent Name:</b>	H. Michael Drumm		
<b>Address Line 1:</b>	One Arizona Center, 400 East Van Buren		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	51270.0100		
<b>NAME OF SUBMITTER:</b>	H. Michael Drumm		
<b>Signature:</b>	/H. Michael Drumm/		

**CH \$40.00 3122666**

Date:

01/30/2008

**Total Attachments: 4**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of the 26th day of June, 2004, by CPYNM, Inc. (formerly known as CorePower Yoga, Inc.), a Colorado corporation ("Assignor") and CorePower Yoga, LLC, a Colorado limited liability company ("Assignee").

### **RECITALS**

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the trademarks that are owned by Assignor, including without limitation the registration listed on **Exhibit A** attached hereto and incorporated herein, together with the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all rights, title and interests of Assignor in the Trademarks, including the goodwill associated therewith.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the parties agree as follows:

1. Grant. Effective as of June 26, 2004, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record this Assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or

other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment is effective as of the day and year first written above.

**ASSIGNOR:**

**COREPOWER YOGA, INC.,**  
a Colorado corporation

By: 

Name: Trevor Tice, CEO

**ASSIGNEE:**

**COREPOWER YOGA, LLC,**  
a Colorado limited liability company

By: 

Name: Trevor Tice, CEO

**EXHIBIT A**

**Word Mark:**

COREPOWER YOGA

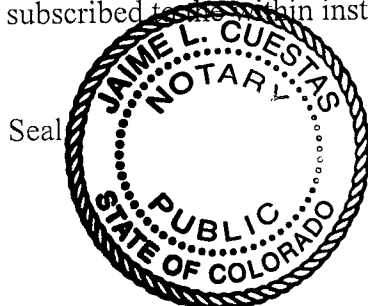
**Application/Registration No.:**

3122666

**Acknowledgement by Notary Public**

State of Colorado )  
 ) ss  
City and County of Denver )

On this 8<sup>th</sup> day of January, 2008, before me, the undersigned Notary Public, personally appeared Trevor Tice, 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.



**My Commission Expires 06/21/2009**

Signature: Jaime L Cuestas

Name: Jaime L Cuestas, Notary Public

**Acknowledgement by Notary Public**

State of Colorado )  
 ) ss  
City and County of Denver )

On this 8<sup>th</sup> day of January, 2008, before me, the undersigned Notary Public, personally appeared Trevor Tice, 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.

Seal:

Signature: Jaime L Cuestas

Name: Jaime L Cuestas, Notary Public



**My Commission Expires 06/21/2009**