

USPTO 1/31/2008 9:26:10 PM PAGE 3/006 Fax Server
 TO:ZUMBA FITNESS, LLC COMPANY:3801 NORTH 29TH AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**01/29/2008
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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
ZUMBA PRODUCTIONS, LLC.		04/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ZUMBA FITNESS, LLC.		
Street Address:	3801 NORTH 29TH AVENUE		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33020		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3244094	ZUMBA	
CORRESPONDENCE DATA			
Fax Number:	(954)925-3505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	864-825-3755 X221		
Email:	AGHION@ZUMBA.COM		
Correspondent Name:	ZUMBA FITNESS, LLC		
Address Line 1:	3801 NORTH 29TH AVENUE		
Address Line 4:	Hollywood, FLORIDA 33020		
NAME OF SUBMITTER:	Alberto Aghion		
Signature:	/Alberto Aghion/		
Date:	01/28/2008		
Total Attachments: 2			

OP \$40.00 3244094

TRADEMARK ASSIGNMENT

This Agreement is by and between Zumba Productions, LLC ("Assignor") and Zumba Fitness, LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: ZUMBA the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00USD___, payable on April 1, 2007.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such

other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

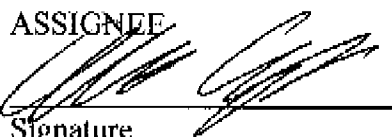
6. Amendment. This Agreement may be amended only by a writing signed by both parties.

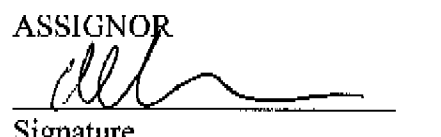
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

Date: April 1, 2007

ASSIGNEE

Signature
Alberto Aghion
Printed Name

ASSIGNOR

Signature
Alberto Perlman
Printed Name