

07-18-2008

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To the Director of the U. S. Patent and Tr.

ments or the new address(es) below.

7-17-08

**1. Name of conveying party(ies):**

Tiffany Rose Mockler

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) June 17, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Coulter Ventures, LLC

Internal

Address: \_\_\_\_\_

Street Address: 845 Claycraft Road, Suite E

City: Gahanna

State: Ohio

Country: USA Zip: 43230

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77/307,193

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
ROGUE FITNESS

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Kevin M. Mueller

Internal Address: Schottenstein, Zox & Dunn Co., L.P.A.

Street Address: 250 West Street

City: Columbus

State: Ohio Zip: 43215-2538

Phone Number: (614) 462-1083

Fax Number: (614) 228-4904

Email Address: kmuellet@szd.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 503259

Authorized User Name Barbara Bacon

**9. Signature:**

Signature

Kevin M. Mueller

Name of Person Signing

July 15, 2008

Date

07/17/2008 DAYRNE 00000042 503259 77307193  
Total number of pages including cover sheet: 2  
01 of 01 attachments, and document: 48.00 DA

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

WHEREAS, Tiffany Rose Mockler, an individual at 28 Bassett Street, #318, San Jose, CA 95110 is the owner of the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Application Serial No. 77/307,193 for the mark ROGUE FITNESS registered October 18, 2007;

Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL associated with the mark; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

WHEREAS, Coulter Ventures, LLC, an Ohio limited liability company d/b/a Rogue Fitness at 845 Claycraft Rd., Suite E, Gahanna, OH 43230 wishes to acquire the Trademark Rights.

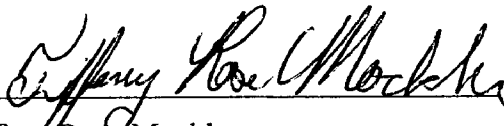
NOW, THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Tiffany Rose Mockler, Tiffany Rose Mockler DOES HEREBY assign and transfer to Coulter Ventures, LLC any and all right, title and interest in and to the Trademark Rights.

Tiffany Rose Mockler shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Coulter Ventures, LLC good, valid and marketable title to the Trademark Rights.

This Trademark Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Tiffany Rose Mockler has executed this Assignment on the date set forth below.

Date: 10/17/08

  
Tiffany Rose Mockler