

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
20 Minutes to Fitness, LLC		08/25/2008	LIMITED LIABILITY COMPANY: MISSOURI
20 Minutes to Par, LLC		08/25/2008	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	20 Minutes to Fitness International, LLC
Street Address:	7712 Weeping Willow Circle
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34241
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2879735	20 MINUTES TO FITNESS
Registration Number:	3027878	20 MINUTES TO FITNESS
Serial Number:	78483263	20 MINUTES TO FITNESS
Registration Number:	3029191	20 MINUTES TO FITNESS
Registration Number:	3015716	20 MINUTES TO FITNESS
Serial Number:	78583496	20 MINUTES TO FITNESS
Registration Number:	3339540	20 MINUTES TO PAR

CORRESPONDENCE DATA

Fax Number: (816)531-7545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 816 460-2571
 Email: trademarks@sonnenschein.com

OP \$190.00 2879735

Correspondent Name: Dianne M. Smith-Misemer
Address Line 1: Wacker Drive Station, Sears Tower
Address Line 2: P.O. Box 1103
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER: 70025600-0003

NAME OF SUBMITTER: Dianne M. Smith-Misemer

Signature: /dsmisemer/

Date: 08/29/2008

Total Attachments: 8
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT ("Agreement") is made this 25 day of August, 2008 (the "Effective Date"), by and between 20 MINUTES TO FITNESS, LLC, a Missouri limited liability company and 20 MINUTES TO PAR, LLC, a Missouri limited liability company ("Sellers") and 20 MINUTES TO FITNESS INTERNATIONAL, LLC, a Florida limited liability company ("Purchaser"). Sellers and Purchaser shall collectively be referred to as the "Parties".

RECITALS

A. Sellers own, have adopted and use the 20 MINUTES TO FITNESS and 20 MINUTES TO PAR trademarks and logos (the "Trademarks") in connection with a high intensity, slow cadence strength training fitness studio business (the "Business"), which Trademarks are identified by the United States Patent & Trademark Office ("PTO") applications and registrations more fully described on Exhibit A.

B. Pursuant to terms and conditions of certain memoranda of understanding and through the Parties' prior course of dealing, Sellers previously granted Purchaser's affiliate, 20 Minutes to Fitness of Sarasota, Inc., a temporary license to use the Trademarks in connection with the Business in the Sarasota, Florida area, (together the "Memoranda").

C. Purchaser has had the opportunity to determine the feasibility of franchising the Business under the Trademarks. Based on Purchaser's own research and assessment, without reliance in any way upon information provided by Sellers, Purchaser believes the Business can be franchised.

D. Purchaser will franchise the Business under the Trademarks and shall be the franchise company for the Business.

E. Simultaneously with the execution of this Agreement (also referred to as "Closing Document 1"), the Parties are entering into a separate Franchise Agreement (also referred to as "Closing Document 2")

F. Sellers desire to sell the Trademarks to the Purchaser in consideration for an ownership interest in Purchaser and other valuable consideration, and Purchaser desires to acquire the Trademarks, all pursuant to the terms and conditions as set forth in this Agreement, and the Parties desire this Agreement to replace and supersede all other prior agreements between the Parties including, but not limited to, the Memoranda.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration set forth herein (the receipt, adequacy, sufficiency and delivery of which are hereby acknowledged), the Parties hereby agree as follows:

1. Transfer and Sale. Sellers hereby transfer, sell and assign to Purchaser, all of Sellers' rights, title and interest in and to the Trademarks, together with the goodwill of the Business in connection with which Sellers' use the Trademarks and that part of the goodwill of the Business connected with the use of and symbolized by the Trademarks.

The foregoing assignment specifically excludes any Promotional Materials (as defined in the Franchise Agreement); provided, however, that the promotional, operational, website and other materials related to 20 Minutes to Par as of the date of Closing are included in the Assignment.

2. Payment. In consideration and as payment in full for Sellers' assignments in Section 1, the Purchaser hereby transfers to the Sellers, or Sellers' designee(s) thirty percent (30%) of the LLC Interest of the Purchaser (as defined in the Operating Agreement).
3. Conditions to the Sale. The following conditions to the assignment of the Trademarks from the Sellers to the Purchaser and the transfer of the Franchise Company membership interest to the Sellers have been met:
 - a. Completion of a business plan for the Franchise Company (the "Business Plan", also referred to as "Closing Document 3");
 - b. Sellers, 20 Minutes To Fitness, LLC and 20 Minutes To Par, LLC, (which has as their current principals, Paul Miller and Laura Miller) are initial members of the Franchise Company, (the other initial member being 20 Minutes To Fitness Holding Company);
 - c. Preparation and, simultaneous with this closing, execution of the Operating Agreement of 20 Minutes To Fitness International, LLC, (the Franchise Company), which agreement includes protections for the members of the Franchise Company, (also referred to as "Closing Document 4");
 - d. Simultaneous with this closing , funding of the Franchise Company in accordance with the Business Plan; and
 - e. Simultaneous with this closing, the Parties execution of the franchise agreement between the Franchise Company and the Sellers (the "Franchise Agreement"), Closing Document 2.
 - f. Sellers have compiled a list of "family and friends" and the cities in which such family and friends would operate a 20 Minutes To Fitness franchise, who the parties hereby agree will be offered the opportunity to purchase early franchises attached as Exhibit B (the "Seller's Family and Friends").
4. Parties' Representations and Warranties.

Sellers hereby represent and warrant that:

- a. Sellers are the sole and exclusive owners of the Trademarks and own all rights, title and interest in and to the Trademarks;
- b. Sellers have the legal authority to transfer the Trademarks as contemplated herein; and

With a copy to:

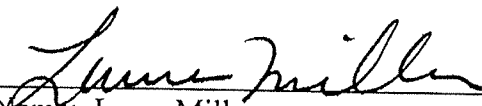
Mr. David Rosenberg, Esq.
2070 Ringling Blvd.
Sarasota, Florida 34237

9. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
10. Authority; Entire Agreement. Both parties acknowledge that the individual executing this Agreement on behalf of each party is authorized to execute and enter into this Agreement. This Agreement and its schedules and exhibits, constitute the entire agreement between Sellers and Purchaser, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement supersedes the Memoranda and any prior written or oral agreements between the parties. The Parties acknowledge and agree that the Letter Agreement is incorporated by reference into this Agreement.
14. Amendment. Any modification or amendment to this Agreement shall be in a writing executed by the parties.
15. Assignment. Either party may assign its rights and obligations under this Agreement to a third party, provided that such assignee agrees in writing to be bound to the terms and conditions of the Agreement as if such assignee was an original signatory hereto.

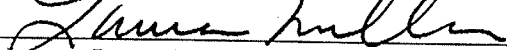
WHEREFORE, the parties have caused this Agreement to be executed on the Effective Date.

SELLERS:

20 MINUTES TO FITNESS, LLC

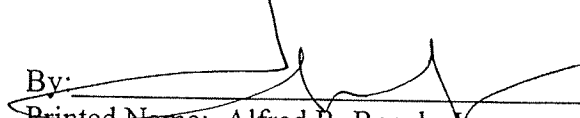
By: 
Printed Name: Laura Miller
Its President

20 MINUTES TO PAR, LLC

By: 
Printed Name: Laura Miller
Its President




PURCHASER:

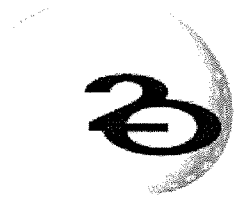
20 MINUTES TO FITNESS INTERNATIONAL,
LLC

By: 
Printed Name: Alfred R. Roach, Jr.
Its President

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**EXHIBIT A
TRADEMARKS**

MARK	REG./SERIAL NUMBER	REG./FILING DATE	GOODS AND SERVICES
20 MINUTES TO FITNESS	2,879,735	August 31, 2004	Providing high intensity, slow cadence weight training facilities to participants using weight lifting equipment.
20 MINUTES TO FITNESS	3,027,878	December 13, 2005	Health club services, namely providing instruction and equipment in the field of physical exercise for the purpose of weight reduction.
20 MINUTES TO FITNESS	78/483,263	September 14, 2004	Exercise machines.
20 MINUTES TO FITNESS 	3,029,191	December 13, 2005	Health club services, namely providing instruction and equipment in the field of physical exercise for the purpose of weight reduction.
20 MINUTES TO FITNESS 	3,015,716	November 15, 2005	Providing high intensity, slow cadence weight training facilities to participants using weight lifting equipment.
20 MINUTES TO FITNESS 	78/583,496	March 9, 2005	Exercise machines.

 <p>MINUTES TO PAR</p>	3,339,540	April 7, 2006	Health Club services, namely providing instruction and equipment in the field of physical exercise for the purpose of improving strength, flexibility, balance and stamina to improve golfers' games.
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CLOSING DOCUMENTS

Closing Document 1:	Trademark Assignment Agreement
Closing Document 2:	Franchise Agreement
Closing Document 3:	Business Plan
Closing Document 4:	Operating Agreement
Closing Document 5:	20 Minutes To Fitness International, LLC Membership Certificates
Closing Document 6:	Action By Written Consent of Members In Lieu of Organizational Meeting of 20 Minutes To Fitness International, LLC

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