

**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>
Rick L. Garloff		11/07/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Professional Recreation Organization, Inc.		
<b>Street Address:</b>	4455 148th Avenue NE		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98007-3120		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77119080	20/20 FITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(509)232-2112		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	509.241.1502		
<b>Email:</b>	steve.bertone@klgates.com		
<b>Correspondent Name:</b>	Steven M. Bertone		
<b>Address Line 1:</b>	618 W. Riverside, Suite 300		
<b>Address Line 4:</b>	SPOKANE, WASHINGTON 99201		
<b>ATTORNEY DOCKET NUMBER:</b>	2022337.00002		
<b>NAME OF SUBMITTER:</b>	Steven M. Bertone		
<b>Signature:</b>	/sbertone/		
<b>Date:</b>	12/22/2008		

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Total Attachments: 1  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made this <sup>November</sup> ~~October~~ 7<sup>th</sup> day of 2008, by and between RICK L. GARLOFF, an individual, having an address of 212 Westview Drive, Jackson, CA 95642 (the "Assignor") and PROFESSIONAL RECREATION ORGANIZATION, INC., a Washington corporation, (the "Assignee"), with an address of 4455 148th Avenue NE, Bellevue, WA 98007-3120.

**WHEREAS**, in exchange for valuable consideration, receipt of which is hereby acknowledged, Assignor wishes to transfer to Assignee any and all rights it may own and/or possess in the following trademark registrations, applications or common law trademarks (cumulatively, the "Trademarks"):

20/20 FITNESS      USPTO Application No. 77/119080

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Grant of Interests.** Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its right, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, but without limitation, the right to sue for past, present or future infringement, misappropriation, dilution or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2. **Miscellaneous.** This Agreement contains the final understanding between the Parties and may not be amended or modified except by a written agreement signed by the Parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, acknowledging the Parties agreement to the foregoing, Assignor has executed this Agreement as of the date shown below.

Dated: 11/7/08

ASSIGNOR:

  
RICK L. GARLOFF