

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
Little Hotties Warmers, Inc.		01/29/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Implus Footcare, LLC		
Street Address:	9221 Globe Center Drive		
Internal Address:	Suite 120		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2997420	LITTLE HOTTIES	
Registration Number:	3125971	KILL THE CHILL!	
Serial Number:	77467269	LITTLE HOTTIES	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5107.027		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 2997420

Signature:	/njb/
Date:	01/29/2009
Total Attachments: 4 source=Little Hotties Trademark Assignment#page1.tif source=Little Hotties Trademark Assignment#page2.tif source=Little Hotties Trademark Assignment#page3.tif source=Little Hotties Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (“Trademark Assignment”) is entered into as of January 29, 2009, between Little Hotties Warmers, Inc., a corporation organized and existing under the laws of the State of Washington (“Assignor”), and Implus Footcare, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Assignee”).

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in and to the registrations and applications for same, as identified more specifically on Schedule 1;

WHEREAS, this Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated on or about January 29, 2009 (the “Effective Date”), by and among Assignor, Assignee and Richard T. Wood (the “APA”);

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all rights, title and interest in the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Schedule 1, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain, as set forth in the APA; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (the “Transferred Marks”).

2. Assignor hereby agrees to, at the expense of Assignee, execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Transferred Marks pertain, as set forth in the APA, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

LITTLE HOTTIES WARMERS, INC.

By: Richard T. Wood
Name: Richard T. Wood
Title: President



STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 20 day of January, 2009 there appeared before me Richard T. Wood, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **LITTLE HOTTIES WARMERS, INC.**

WITNESS my hand and official seal.

Signature Shaida Adatta (Seal) My commission expires 03/09/10

IMPLUS FOOTCARE, LLC

By: _____
Name: Seth Richards
Title: Chief Executive Officer

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

On this _____ day of January, 2009 there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

LITTLE HOTTIES WARMERS, INC.

By: _____
Name: Richard T. Wood
Title: President

STATE OF WASHINGTON)
) SS.
COUNTY OF)

On this 28 day of January, 2009 there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **LITTLE HOTTIES WARMERS, INC.**

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

IMPLUS FOOTCARE, LLC

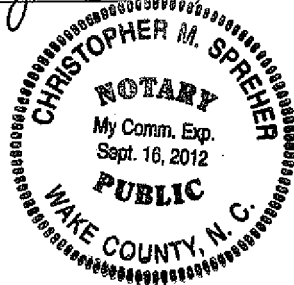
By: [Signature]
Name: Seth Richards
Title: Chief Executive Officer

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF Wake)

On this 28 day of January, 2009 there appeared before me Seth Richards, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature [Signature] (Seal) My commission expires 9/16/2012



SCHEDULE 1

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Reg/Filing Date	Reg/Serial Number
LITTLE HOTTIES®	U.S.	9/20/05	2,997,420
KILL THE CHILL!®	U.S.	8/8/06	3,125,971
LITTLE HOTTIES™	U.S.	5/6/08	77/467,269
LITTLE HOTTIES®	Canada	7/19/2007	TMA692398
LITTLE HOTTIES WARMERS™	Canada	9/19/08	1411510
ACHING BACK RELIEF KIT™	Canada	6/14/06	1305501