

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
Heavin Ideas In Action, Inc.		02/24/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Curves International, Inc.		
Street Address:	100 Ritchie Road		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3540877	CURVES PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(713)425-7952		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7137528652		
Email:	jHUDSON@CCJ-LAW.COM		
Correspondent Name:	James E. Hudson III		
Address Line 1:	10818 Wickersham Lane		
Address Line 4:	Houston, TEXAS 77042		
ATTORNEY DOCKET NUMBER:	039624-00012		
NAME OF SUBMITTER:	James E. Hudson III		
Signature:	/James E. Hudson III/		
Date:	02/26/2009		

CH \$40.00 3540877

Total Attachments: 2

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ASSIGNMENT

This Assignment of trademarks and associated goodwill (the "Assignment"), effective as of October 1, 2008, (the "Effective Date") is made by and between Heavin Ideas in Action, a Texas corporation having its principal office at 130 North Williams Road, San Benito, Texas 78586-4114 ("Assignor") doing business as Ideas in Action, and Curves International, Inc., a Texas corporation having its principal office at 100 Ritchie, Waco, Texas 76712 (Assignee).

Whereas, Assignor has certain rights in the trademark CURVES PRODUCTS for on-line retail store services featuring clothing, exercise accessories, gifts, promotional products, exercise products and for such goods and other related goods and services (collectively "the Mark");

Whereas Assignor is the registrant of U.S. Trademark Registration Number 3,540,877 for the Mark;

Whereas Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, good will, and interest in and to the Mark and U.S. Trademark Registration Number 3,540,877, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof as permitted by law.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers, and conveys unto Assignee all of Assignor's right, title, and interest in and to the Mark and U.S. Trademark Registration Number 3,540,877, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof;
2. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
3. In witness whereof, each party has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

