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TO:AVA K. DOPPELT COMPANY:255 SOUTH ORANGE AVE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.111/11/2009  
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SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																	
EFFECTIVE DATE:	10/01/2009																	
CONVEYING PARTY DATA																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Fulcrum Properties, Inc.</td> <td></td> <td>11/10/2009</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Fulcrum Properties, Inc.		11/10/2009	CORPORATION: FLORIDA							
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RECEIVING PARTY DATA																		
<table border="1"> <tr> <td>Name:</td> <td>Happy Feet USA, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1101 North Keller Rd</td> </tr> <tr> <td>Internal Address:</td> <td>Suite D</td> </tr> <tr> <td>City:</td> <td>Orlando</td> </tr> <tr> <td>State/Country:</td> <td>FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td>32810</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: FLORIDA</td> </tr> </table>				Name:	Happy Feet USA, Inc.	Street Address:	1101 North Keller Rd	Internal Address:	Suite D	City:	Orlando	State/Country:	FLORIDA	Postal Code:	32810	Entity Type:	CORPORATION: FLORIDA	
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PROPERTY NUMBERS Total: 4																		
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Registration Number:	3602543	MASSAGE INSOLES FOR HAPPY FEET																
CORRESPONDENCE DATA																		
Fax Number:	(407)841-2343																	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	4078412330																	
Email:	ADoppelt@addmg.com																	
Correspondent Name:	Ava K. Doppelt																	
Address Line 1:	255 South Orange Ave																	
Address Line 2:	Suite 1401																	
Address Line 4:	Orlando, FLORIDA 32801																	

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TO:AVA K. DOPPELT COMPANY:255 SOUTH ORANGE AVE

ATTORNEY DOCKET NUMBER:	41320
NAME OF SUBMITTER:	Ava K. Doppelt
Signature:	/Ava K. Doppelt/
Date:	11/11/2009
Total Attachments: 3 source=LC1859#page1.tif source=LC1859#page2.tif source=LC1859#page3.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS NUNC PRO TUNC ASSIGNMENT** dated the 10<sup>th</sup> day of November, 2009 (the "Assignment") is between **Fulcrum Properties, Inc.**, a company organized under the laws of the State of Florida (the "Assignor"); and **Happy Feet USA, Inc.** a company organized under the laws of the State of Florida (the "Assignee").

### **BACKGROUND**

- A. The Assignor was, as of October 1, 2009, the legal and beneficial owner of the Intellectual Property Rights set forth herein (including, without limitation, the Registered Intellectual Property).
- B. On October 1, 2009, the Assignor did transfer and assign the Intellectual Property Rights (including, without limitation, the Registered Intellectual Property) to the Assignee on the terms set out in this Assignment.
- C. Assignor wishes to confirm and ratify said assignment of the Intellectual Property Rights **nunc pro tunc** as of October 1, 2009.

### **1. INTELLECTUAL PROPERTY RIGHTS**

The rights transferred under this agreement (the "Intellectual Property Rights") include any and all trademarks and service marks (together with the goodwill of the business symbolized thereby), trade dress, trade names, business names, domain names, rights in goodwill, designs and rights in designs, copyright and related rights (including rights in computer programs), database rights, patents, know-how, inventions, discoveries and improvements, confidential information, agreements and licenses, including the January 9, 2007 confidential settlement agreement with BestSole, Inc. and corresponding causes of action thereon, and all applications to register and rights to apply for registration of any of the foregoing rights throughout the world, together with all other rights of a similar or corresponding character which now, or in the future, may subsist in any part of the world as registered patents, trademarks, designs and any applications therefor as detailed in Schedule A, as well as the technology related thereto (the "Registered Intellectual Property") and any technology arising or have arisen in connection with Assignor's business anywhere in the world, and all prior causes of action or right which may have accrued prior to the date of the assignments.

### **2. ASSIGNMENT**

IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Assignor as legal and beneficial owner, does hereby affirm, ratify and confirm the October 1, 2009 assignment to the Assignee of its right, title and interest in and to any and all Intellectual Property Rights as defined above (including, without limitation, the Registered Intellectual Property) owned by it, together with assignment of all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) in the Intellectual Property Rights and for the Assignee, its successors and assigns to hold, use, exercise and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor together with any and all renewals, reversions and extensions throughout the world.

### **3. FURTHER ACTS**

The Assignor will, upon the written request, and at the cost and expense of the Assignee, execute all such further assignments, transfers, deeds, documents or other assurances and do all further acts and things as the Assignee may reasonably request in order to enable the Assignee to become registered as the proprietor of the Intellectual Property Rights and otherwise to secure the benefit of the Intellectual Property Rights assigned under this Assignment.

**TRADEMARK**

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**4. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants to Assignee that

- (a) It owns or did own all the Intellectual Property Rights and the delivery and execution of this Assignment shall not conflict with or result in a breach of or constitute a default under (i) any judgment, order, injunction, decree, regulation or ruling of any court or governmental authority to which Assignor is subject, or (ii) any agreement, license, contract or commitment to which Assignor is a party;
- (b) the Intellectual Property Rights are not subject to any liens, mortgages, charges or other security interests and title to the Intellectual Property Rights will transfer on a free and unencumbered basis; and
- (c) to the best of Assignor's information and belief, the Intellectual Property Rights do not infringe the rights of any third party.

**5. INDEMNIFICATION**

Assignor shall defend, indemnify and hold Assignee harmless from any and all damages, liabilities, claims, judgments, expenses, including reasonable attorneys' fees and settlement costs, arising out of Assignor's breach of any representation, warranty or other provision of this Assignment made by or applicable to Assignor.

**6. COUNTERPARTS**

This Assignment may be executed in more than one counterpart each of which shall be deemed and shall come into force once both the Assignor and Assignee have executed and delivered such a counterpart in identical form.

**FULCRUM PROPERTIES, INC.**

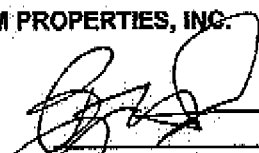
Assignor

Signature:

Print Name:

Title:

Date:

  
 \_\_\_\_\_  
 Bryan Thomas  
 Vice President  
 11-10-09

**HAPPY FEET USA, INC.**


Assignee

Signature:

Print Name:

Title:

Date:

  
 \_\_\_\_\_  
 Fred Van Assche  
 CEO  
 11-10-09

