

**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
	Walden-Hays, Inc.		12/03/2009
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Retail Royalty Company		
Street Address:	101 Convention Center Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3043372	FIT HAPPENS
CORRESPONDENCE DATA			
Fax Number:	(404)393-9279		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	abounds@kilpatrickstockton.com		
Correspondent Name:	Andrea R. Bounds		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4525		
ATTORNEY DOCKET NUMBER:	57289-354974		
NAME OF SUBMITTER:	Andrea R. Bounds		
Signature:	/Andrea R. Bounds/		
Date:	12/21/2009		

OP \$40.00 3043372

Total Attachments: 1  
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**Confirmatory Trademark Assignment**

This Agreement (the "Agreement") is made by and between Walden-Hays, Inc., a New York corporation having a mailing address of P.O. Box 1071, New York, NY 10276 ("Assignor") and Retail Royalty Company, a Nevada corporation having an address at 101 Convention Center Drive Las Vegas, NV 89109 ("Assignee").

WHEREAS, pursuant to the records of the U.S. Patent and Trademark Office, Assignor is record owner of U.S. Registration No. 3,043,372 for the mark FIT HAPPENS (the "Mark");

WHEREAS, pursuant to the parties' agreement dated December 3, 2009, Assignee desires to acquire and Assignor desires to assign all rights Assignor has in and to the Mark and the goodwill associated with the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee its entire right, title, and interest in and to the Mark and the registration for the Mark, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and registration, the same to be held and enjoyed by Assignee, its successors and assigns. Assignor agrees to execute such additional documents, or provide testimony, upon the request of Assignee as may be reasonably necessary or desirable to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of Assignee under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be duly executed and effective as of the date set forth below.

Dated: 12.3.09

Walden-Hays, Inc.

By: 

Name: Tony Borzov

Title: VP