

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Health International Corporation		10/19/2010	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
Name:	Cheeks Footwear International, LLC		
Street Address:	11880 28th Street North		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33716		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	77833270	CHEEKS FIT BODY	
Serial Number:	85094687	CHEEKS EASYSHAPERS	
Serial Number:	85145617	CHEEKS EASYSHAPERS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(813)229-8313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	doCKET1@fowlerwhite.com		
Correspondent Name:	Christopher Paradies, Ph.D./Fowler White		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	101-6658		
NAME OF SUBMITTER:	christopher paradies		
Signature:	/cp/		

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**900174622**

**TRADEMARK  
 REEL: 004301 FRAME: 0595**

Date:

10/21/2010

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 19 day of October, 2010 (the "Effective Date"), is entered into by and between HEALTH INTERNATIONAL CORPORATION, a Florida corporation, with its principal place of business located at 11880 28<sup>th</sup> Street North, St. Petersburg, Florida 33716 ("the Assignor", which expression shall include the Assignor's personal representatives and successors in title), and CHEEKS FOOTWEAR INTERNATIONAL, LLC, a Florida limited liability company, with its principal place of business located at 11880 28<sup>th</sup> Street North, St. Petersburg, Florida 33716 ("the Assignee")(hereinafter referred to collectively as "the Parties" or individually as "the Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks CHEEKS FIT BODY, CHEEKS EASYSHAPERS, and CHEEKS EASYSHAPERS (hereafter, collectively, "the Trademarks") and that it owns any and all rights in and to the Trademarks; and

WHEREAS, the Assignor represents that it is using the Trademarks in its business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademarks; and

WHEREAS, the Assignor is the owner of federal applications on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the marks (i) CHEEKS FIT BODY & Design, Application Serial No. 77/833,270, in International Class 025, (ii) CHEEKS EASYSHAPERS, Application Serial No. 85/094,687, in International Class 025, and (iii) CHEEKS EASYSHAPERS, Application Serial No. 85/145,617, in International Class 025 (hereafter, collectively, "the Trademark Applications"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademarks and the Trademark Applications to the Assignee, and is desirous of transferring such rights and related good will; and

WHEREAS, the Assignee is a successor to a portion of the ongoing and existing business of the Assignor to which the Trademarks pertain and is desirous of acquiring the Trademarks and the Trademark Applications and the related good will.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and the Trademark Applications (and all extensions and renewals of any trademark registrations resulting therefrom, and all extensions and renewals, and the right to apply for any of the foregoing), together with the good will of the business symbolized by the Trademarks and the Trademark Applications and the portion of the business of the Assignor to which the Trademarks and the Trademark Applications pertain.
- 2.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademarks and the Trademark Applications (including without limitation the right to sue for past, present or future infringement, misappropriation, 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 or the Trademark Applications.

- 3.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks in any manner chosen by the Assignee.
- 4.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 5.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademarks.
- 6.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and the Trademark Applications, and to effectuate this Agreement.
- 7.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.
- 8.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 9.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Hillsborough County, Florida or in the United States District Court for the Middle District of Florida, Tampa Division.


IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement" on this 19 day of October, 2010.

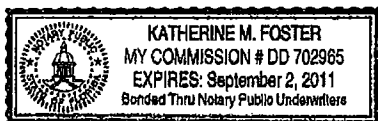
**HEALTH INTERNATIONAL CORPORATION,  
a Florida corporation ("ASSIGNOR")**

By:   
 Name: Anthony Little  
 Its: President

STATE OF FLORIDA  
 COUNTY OF PINELLAS

The foregoing Assignment was acknowledged before me this 19th day of October, 2010, by ANTHONY LITTLE, who is  personally known to me or who has produced \_\_\_\_\_ as identification.

  
 Notary Public (signature)  
Katherine M. Foster




Notary Public (print or type)

Serial No. DD 702965

My commission expires: 9-2-2011

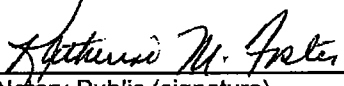
**CHEEKS FOOTWEAR INTERNATIONAL, LLC,  
a Florida limited liability company ("ASSIGNEE")**

By:   
Name: Anthony Little  
Its: Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Assignment was acknowledged before me this 19th day of October, 2010, by ANTHONY LITTLE, who is  personally known to me or who has produced as identification.



  
Notary Public (signature)  
Katherine M. Foster  
Notary Public (print or type)

Serial No. DD 702965

My commission expires: 9-2-2011