

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
Heeling Sports Limited		11/10/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	NHS, Inc.		
Street Address:	104 Bronson Street, #9		
City:	Santa Cruz		
State/Country:	CALIFORNIA		
Postal Code:	95062		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76353125	CRUZ	
Serial Number:	78107758	CRUZ	
CORRESPONDENCE DATA			
Fax Number:	(408)287-2583		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	408-287-9501		
Email:	uspto@hogefernton.com		
Correspondent Name:	Stephanie O. Sparks		
Address Line 1:	60 S. Market Street, Suite 1400		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	82548		
NAME OF SUBMITTER:	Stephanie O. Sparks		
Signature:	/Stephanie O. Sparks/		

CH \$65.00 76353125

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TRADEMARK
 REEL: 004413 FRAME: 0204

Date:

11/11/2010

Total Attachments: 11

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EXHIBIT C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into as of November 10, 2010 by and between Heeling Sports Limited, a Texas limited partnership ("Seller") and NHS, Inc., a California corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Settlement Agreement, dated as of November 10, 2010 ("Settlement Agreement"), pursuant to which Buyer is to receive all of Seller's right, title, and interest in and to all of the trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, including or comprised of the word CRUZ in a stylized or non-stylized or "standard character" format, with or without a design element, together with the good-will associated with and symbolized by them (collectively, the "Assigned Trademarks"), including, without limitation, those trade names, logos, trademarks, and service marks listed in Schedule A hereto.

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

1. Assignment. Seller hereby assigns, transfers, conveys, and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and accepts from Seller, all of Seller's right, title, and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks by third parties and to fully and entirely stand in the place of the Seller in all matters related to the Assigned Trademarks.

2. Further Assurances. Seller agrees to execute and deliver such other documents and to take all such other actions which Buyer, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Recordation. Seller grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

4. Miscellaneous. This Assignment shall be governed by, and construed in accordance with the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Trademark Assignment Agreement to be executed and delivered by its respective officers thereunto duly authorized, all as of the date first written above.

Seller
Heeling Sports Limited, a Texas Limited Partnership

Buyer
NHS, Inc., a California corporation

By Heeling Management Corp., a Texas corporation, General Partner

By: [Signature]
Name: ROBERTS DENIKE
Title: CEO/PRESIDENT

By: [Signature]
Name: Craig Storey
Title: CFO/COO

State of Texas)
County of Dallas) ss.:

On 11-8-10, before me, C.L. Amador Notary Public, personally appeared Craig Storey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

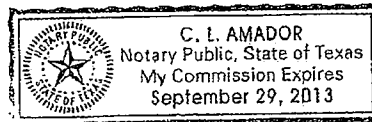
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 9-29-13

Dated: 11-8-10



State of California)

County of Santa Cruz) ^{ss.:}

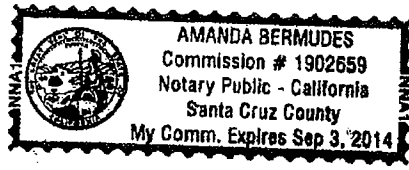
On 11/10/10, before me, Amanda Bermudes, Notary Public, personally appeared Robert Denike, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Amanda Bermudes
Notary Public

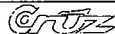
My commission expires: 9/3/14

Dated: 11/10/10



SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Country	App No.	Reg. No.
CRUZ	U.S.	76/353,125	None
	U.S.	78/107,758	None

ATTACHMENT 1



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Typed Drawing

Word Mark CRUZ
Goods and Services IC 028. US 022 023 038 050. G & S: Roller skates equipped with at least one roller. FIRST USE: 20020200. FIRST USE IN COMMERCE: 20020200
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76353125
Filing Date December 27, 2001
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition July 29, 2003
Owner (APPLICANT) Heeling Sports Limited Heeling Management Corp., a Texas corporation PARTNERSHIP TEXAS 1205 Venture Ct., Suite 109 Carrollton TEXAS 75006
Attorney of Record ROBERT J. WARD
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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ATTACHMENT 2



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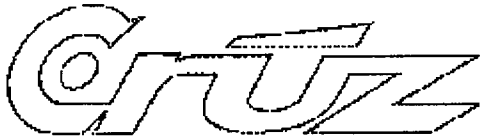
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Word Mark	CRUZ
Goods and Services	IC 028. US 022 023 038 050. G & S: Roller skates equipped with at least one roller used for walking, running and rolling. FIRST USE: 20020200. FIRST USE IN COMMERCE: 20020200
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	78107758
Filing Date	February 8, 2002
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	July 29, 2003
Owner	(APPLICANT) Heeling Sports Limited Heeling Management Corp., a Texas corporation PARTNERSHIP TEXAS 1205 Venture Ct Suite 109 Carrollton TEXAS 75006
Attorney of Record	ROBERT J. WARD
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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