| 03/23/ | U.U. VIII Office |
|---|---|
| mm PTO-1594 (Rev. 01-09) MB Collection 0651-0027 (exp. 02/24 | |
| MRD 1/26/11 103620 | se record the attached documents or the new address(es) below 1.2 Name and address of receiving party(ics) |
| To the Director of the U. S. Patent and Trademark Office 7 loss | 2. Name and address of receiving party(ies) |
| 1. Name of conveying party(ies): | Additional names, addresses, or diszenship attached? |
| DanceSport Videos, LLC 24760 N. 118th Place | Name: <u>DanceSport Videos, LLC</u> |
| 24760 N. 118th Pace Scottsdale, AZ 85255 | Internal |
| - Areociation | Address: |
| General Partnership Limited Partnership | Street Address 24760 N, 118th Place City: Scottsdale |
| Corporation- State: | 1 · · · |
| Other | State: AZ |
| Citizenship (see guidelines) | State: AZ Country: USA Zip: 85255 |
| Additional names of conveying parties attached? Yes N | No. 1 Association Citizenship |
| Additional names of conveying pasted | |
| 3. Nature of conveyance)/Execution Date(s): | Limited Partnership CritizenshipUS Corporation Ciuzenship |
| Execution Date(s)1/26/20111 | |
| F Assignment Merger | Other Clitizenship If assignee is not domiciled in the United States, a domestic If assignee is not domiciled in the United States, a domestic If assignee is not domiciled in the United States, a domestic |
| Security Agreement Change of Name | If assignee is not domictied in the representative designation is attached Yes No representative designation is attached Yes No |
| Security Agreement | |
| Application number(s) or registration number(s) a 4. Application number(s) or registration number(s) a | and identification or description of the Trademark. |
| 4. Application number(s) or registration number(s) | B. Trademark Registration No.(s) |
| A. Trademark Application No.(s) | 3272320 & 3189058 |
| C. Identification or Description of Trademark(s) (and Fil | Additional sheet(s) attached? Yes No No No Namber is unknown): |
| Core Rhythms | fundament and |
| 5. Name & address of party to whom corresponden concerning document should be mailed: | nce 6. Total number of applications and registrations involved: |
| Name Bob Powers | 7. Total fee (37 CFR 2.6(b)(6) & 3 41) \$65 |
| Internal Address: | 7. 10tal ize (o. s |
| Street Address:24760 N, 118th Place | Authorized to be charged to deposit account Enclosed |
| Street Adoless 74. Acts | |
| City Scottsdale | 8. Payment Information: |
| State AZ Zip 85255 | |
| Phone Number 480-216 7/84 | Deposit Account Number |
| Fax Number | Authorized User Name LINS GUBUUUUZ 3272320 |
| Email Address: hobpowers(outains) | 91 FC-8521 49.09 0P 92 FC:8522 1/26/2011 2 98 0P |
| 9. Signature: | Date |
| 5. Signature Signature | |
| Signatura | Total number of pages including cover shoet, attachments, and document. |

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandre, VA 22313-1450

p 10 480-473-2907 Mar 23 11 10 51a Bob Powers

| AFFID | AVIT |
|--------------|------|
| | |

The State of Arizona) S.S. County of Maricopa

I, Robert Powers, of Scottsdale, Arizona, MAKE OATH AND SAY THAT:

DanceSport Videos Affidavit

I, Robert Powers of Scottsdale Arizona, is one of the shareholders of DanceSport Videos,LLC. I currently own 27.5% of the company and am acting managing member. DanceSport Videos is an LLC made up of 11 members. It originally had two managing members James Kunitz/DV creations and Bob Powers/B & J Rhythm. The purpose of DanceSport Videos was to sell fitness videos and instructor training programs. The company had produced several fitness videos sold through direct response worldwide. Sales exceeded \$48 million during that time. The two managers were involved in running the company from its origination on June 25, 2005 until October 9, 2009 at which time James Kunitz/D V Creations was terminated as both the managing member and marketing company. I have included documentation showing each members ownership as well as evidence of termination.

The LLC owned all copyrights and trademarks for the product 'Core Rhythms' as shown by accompanying documentation. I have also included a time line of the trademark ownership.

On June 9, 2009 the managing members became embattled and a meeting was called and attended by all members. Between June 9, 2009 and November 3 of 2009 meetings were continually held to redefine the direction of the company, put in place financial controls and roevaluate the marketing campaign.

On August 7, 2009 a meeting was called in order to ask James Kunitz to reveal financial documents and information. When the request was ignored the members asked for a forensic audit. This lead to the eventual firing of DV creations and James Kunitz as acting managing member. His official termination date was October 9, 2009 as documented by a letter from his attorney.

I have been a managing member from the creation of the LLC until the present time. It has recently come to my attention that James Kunitz had reassigned the 'Core Rhythms' trademark to his own personal company without the knowledge or consent of any member of DanceSport Videos. He did this approximately 5 weeks before being fired as managing member.

As the managing member of DanceSport Videos I am requesting that both trademarks be reassigned to their rightful owner, DanceSport Videos, LLC.

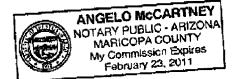
PAGE 10/21* RCVD AT 3/23/2011 1:39:39 PM [Eastern Daylight Time] * SVR:W-PTOFAX-001/41 * DNIS:2709925 * CSID:480 473-2997-4 DURA-HGN/(1999-66):07-11

SUBSCRIBED AND SWORN TO
BEFORE ME, on the
11th day of February, 2011

NOTARY PUBLIC

Mar 23 11 10 51a

Robert Powers



My Commission expires:

©2002-2011 LawDepo!**

480-473-2907 p 12 Mar 23 11 10 52a Bob Powers

FIRST AMENDMENT TO OPERATING AGREEMENT

OF

DANCESPORT VIDEOS, LLC

an Arizona limited liability company (the "Company")

THIS FIRST AMENDMENT TO OPERATING AGREEMENT (this "Amendment") is entered into as of February 16th, 2009, effective as of December 28, 2008, by and between the Company, Robert Powers, Julia Powers, James Kunitz, and Jaana Kunitz, as Managers, and B & J Rhythm, Inc., an Arizona corporation, Digital Video Creations, Inc., a California corporation. Michael Mead, Toni Redpath, Rosalyn O. DeBeve Revocable Trust dated December 6, 1998, Renee Roberts, Cari Mason, JEPA Revocable Trust dated May 1, 2007. Daisey Lynam, Chris Lynam, Hunter Lyle, Russell S. Clark Living Trust dated May 16th, 2001, Mark Theiss, and KC Limited Company, as Members, and Matthew Becker as Trustee of the Windsurf Trust U/T/D June 5, 2006 (the "Windsurf Trust").

RECITALS:

- The Company, the Managers and the Members entered into an Operating Agreement dated July 12, 2006 (the "Operating Agreement").
- Michael Mead and Toni Redpath jointly held a 10% Percentage Interest in the B. Company with a Capital Contribution in the amount of \$100,000.
- On or about June 5, 2006, Michael Mead and Toni Redpath transferred their C. jointly held Percentage Interest in the Company to the Windsurf Trust for which Michael Mead and Toni Redpath are the settlors.
- A dispute arose between the Company, on the one hand, and Michael Mead and Toni Redpath, on the other hand. To resolve and settle the dispute, the Company, Michael Mead, Toni Redpath and the Windsurf Trust entered into a certain Release of Claims and Withdrawal of Membership effective as of January 1, 2008 ("Release").
- On December 28, 2008, the Company tendered its final payment to Michael Mead, Toni Redpath, and the Windsurf Trust to pay in full the \$500,000 agreed upon in the Release. Pursuant to Article II, Paragraph E of the Release, the withdrawal of the Windsurf Trust as a member of the Company becomes effective upon full payment of that amount. Accordingly, the parties desire to amend the Operating Agreement to reflect the withdrawal of the Windsurf Trust as a member of the Company, the redemption of the Windsurf Trust's Percentage Interest in the Company, and the adjustment to all of the remaining Member's Percentage Interest to reflect the allocation of the Windsurf Trust's Percentage Interest among them.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PAGE 12/21* RCVD AT 3/23/2011 1:39:39 PM [Eastern Daylight Time] * SVR:W-PTOFAX-001/41* DNIS:2709925 * CSID:480 473-2927 A DUPLE TIGHT (INTERIOR):07-11

Mar 23 11 10 53a

Gilbers, Kelly, Crowley & Jennett LLP

DOCUMENT ID: 1913757.1

PLEASE REFER TO FILE: 19610-00001 DGM

750 "B" Street, Suite 2600 San Diego, California 92101 (619) 515-5419 Facc (619) 687-3100 Email: dmolinan@gilberticaty.com www.gilberticaty.com

November 5, 2009

David Goldstein, Esq. Hymson Goldstein & Pantiliat, P.C. 14646 N. Kierland Boulevard, Suite 255 Scottsdale, Arizona 85254

Rc:

DanceSport Videos, LLC

My Clients: DV Creations, James & Jaana Kunitz

Dear Mr. Goldstein:

Thank you for your correspondence of November 3, 2009. I will respond to each issue raised.

The contact persons and phone numbers for Tree House Media and Mercury Media are as follows: Tree House Media-Vito (212) 391-8008; Mercury Media-Mark (310) 451-2900 ex. 105.

Pursuant to the email message I sent you earlier today, there are no "Masters" in DV Creations' possession. The master tapes are the source tapes held by the duplication houses. It is the master tapes that are the basis for the commercial media that is produced. The only thing left in my clients' possession is raw footage. If that is what your clients are demanding, then we will send the same; but please be advised raw footage is unedited material. It is not the basis for what is produced as commercial media for public and consumer consumption. We will send the raw footage and will provide you with the tracking number. Although sounding good, your statement that our failure to provide these "masters" damaged the company is simply wrong. The raw footage is not the basis for any media. It is virtually useless to your clients unless they thoroughly re-edit the same.

Please be advised you have no consent or right to use in any way the image of Jaana Kunitz.

With respect to the \$15,198.73 management fee, I have enclosed with this letter the meeting minutes of October 9, 2009 wherein the motion to terminate the DV Creation Management Contract was voted on "effective today." I have gone through previous meeting minutes and particularly the meeting minutes of October 2, 2009 that contained a resolution of the board to communicate to James Kunitz the following:

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San Francisco

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Mar 23 11 10 53a Bob Powers 480-473-2907 p 16

David Goldstein, Esq. November 5, 2009 Page 2

- Before any <u>royalty payments</u> to James Kunitz are made, he must present the members with a calculation of those payments for the members' approval;
- Before any payment of the <u>royalty</u> is made to James Kunitz for a particular month, all third-party vendors, which are not affiliated with DV Creations, Inc. are to be paid;
- 3. Before any payments are made to the members for a particular month, all third-party vendors, which are not affiliated with DV Creations, Inc. are to be paid.

DV Creations and James Kunitz have never received a royalty payment. The Management Contract was terminated on October 9. DV Creations was a third-party vendor performing management services under its separate contract. The \$15,000.00 was for work performed. As a third-party vendor, DanceSport Videos has no authority to renegotiate payment terms to a vendor after the fact. There was a separate management agreement which specifically included a conflict waiver to pay DV Creations its management fee for the work and services it provided. Those services were provided, the invoice paid pursuant to the routine which had been established and followed until October 9, 2009, when your clients terminated that agreement. The \$15,198.73 payment was valid.

As for the email that you sent to me on November 2 which contained the attachment of Mr. Rodrigues' letter, Mr. Rodrigues' letter has nothing to do with Jaana Kunitz. The document states:

"All claims and testimonials in the "Core Rhythms" information are true and all of the <u>participants</u>' release forms are on file "

Jaana Kunitz and Julia Powers were not the participants. The document has no effect and no relationship whatsoever to any consent or agreement to use Janna Kunitz' image.

Further, this dispute regarding Jaana's image in no way interferes with the All Star Marketing agreement. All Star marketing has been in contact with DV Creations and All Star Marketing is willing to work out a specific release for the use of her image.

With respect to your questions on the account receivable list, with the exception of Bed, Bath & Beyond and Mervyn's, each of the other accounts are potentially collectable. However, it appears your clients are asking my client as to what its opinion is with respect to collectability of the accounts. The following are less likely to be collectable: AIS (Direct to Consumer Sales), Teleperformance (also Direct to Consumer Sales), Frank Bianco, Inc., Guthy Renker Australia, Mervyn's, Nao Yamagishi, Stammar International, Inc., Taylor Gifts, Inc., Tell Sell Antilles, and

1913757 1 19810-00001 DGM

p 17 480-473-2907 Mar 23 11 10 53a Bob Powers

TIMELINE

The Core Rhythms trademark was subject to the following events:

Filing of registration documents: August 27, 2005;

Published for opposition October 10, 2006;

Registration date: December 26, 2006 (with DSV as registered owner, registration No. 3272320),

Assignment execution date: September 18, 2009 (the entire interest assigned to Digital Video Creations, inc., 1600 Logan Ave., Suite B, San Diego California 92113);

Assignment received and recorded October 20, 2010.

The Core Rhythms Dance Exercise Program trademark was subject to the following events.

Filing of registration documents: July 25, 2006;

Published for opposition May 15, 2007;

Registration date: July 31, 2007 (with DSV as registered owner; registration No. 3189058);

Assignment execution date September 18, 2009 (the entire interest assigned to Digital Video Creations, Inc., 1600 Logan Ave., Suite B, San Diego California 92113);

Assignment received and recorded October 20, 2010

PAGE 17/21 * RCVD AT 3/23/2011 1:39:39 PM [Eastern Daylight Time] * SVR:W-PTOFAX-001/41 * DNIS:2709925 * CSID:480 473-24974 PJPA NO 1/41 PNIS:2709925 * CSID:480 473-24974 PNIS:280 473-24974 P

p 18

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Page 1 of 3

04/05/2006

Arizona Corporation Commission State of Arizona Public Access System

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| Corporate Inqui | iry |
|------------------------------------|------------------------|
| File Number: L-1206241-3 | Check Corporate Status |
| Corp. Name: DANCESPORT VIDEOS, LLC | |

Domestic Address

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| - 11 | A CONTROL OF A CON |
| - 11 | SCOVESDALE, AZ 85255 |
| | |
| | SCOTTSDALE, AZ 85255 |

Statutory Agent Information

| | Agent Name: ROBERT R POWERS |
|----------|------------------------------------|
| | |
| | |
| | Agent Mailing/Physical Address: |
| | 24760 N 118TH PL |
| W. T. W. | SCOTTSDALE, AZ. 85255 |
| | |
| | Agent Status: APPOINTED 06/06/2005 |
| | Agent Last Updated: 06/25/2005 |
| | 4.5 |

Officer and Director Information

| | Name: | ROBERT POWERS |
|---------------------------|----------|--------------------------|
| · (| Title: | MANAGER |
| · | Address: | 24760 N 118TH PL |
| | | SCOTISDALE, AZ 85255 |
| Date Assigned: 06/06/2005 | | Last Updated: 06/25/2005 |
| | | |
| | Name: | JAANA KUNITZ |
| | Title: | MANAGER |
| | Address: | 9323 STEVENS RD STE A |
| | | SANTEE, CA 92071 |
| | | |

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Ariz. Corp. Comm. -- Corporations Division

Page 2 of 3

| Last Updated: 06/25/2005 |
|---------------------------|
| e: JAMES KÜNITZ |
| e: MANAGER |
| ss; 9323 STEVENS RD STE A |
| SANTEE, CA 92071 |
| Last Updated: 06/25/2005 |
| |
| e: JULIA POWERS |
| e: MANAGER |
| ss: 24760 N 118TH PL |
| SCOTTSDALE, AZ 85255 |
| Last Updated: 06/25/2005 |
| |

Additional Corporate Information

| | Corporation Type: DOMESTIC L.L.C. | | |
|--------------------------------|-----------------------------------|--|--|
| Incorporation Date: 06/06/2005 | Corporate Life Period: PERPETUAL | | |
| Domicile: ARIZONA | County: MARICOPA | | |
| Approval Date: 06/06/2005 | Original Publish Date: 07/26/2005 | | |

Annual Reports

| 1 | | 11 |
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| - 1 | No Annual Reports on File | |
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Scanned Documents

(Click on gray button to view document)

| Document Number | Description | Date Received |
|--------------------|---------------------------------|---------------|
| 01226608 | ARTICLES OF ORGANIZATION | 06/06/2005 |
| 01287211 | PUB OF ARTICLES OF ORGANIZATION | 07/26/2005 |

- Corporate Name Search Instructions
- General Web Site Usage Instructions
- Return to STARPAS Maun Menu
- · Return to A.C.C. Corporations Division Main Page
- Return to Arizona Corporation Commission Home Page

http://starpas.azec.gov/scripts/egiip.exe/WService=wsbroker1/names-detail.p?name-id=L12... 4/5/2006

Mar 23 11 10 54a Bob Powers 480-473-2907 p.20

ASSIGNMENT OF COPYRIGHTS

Effective as of May 12, 2009 ("Effective Date"), Digital Video Creations, Inc., a California corporation ("Assignor") executes this Assignment of Copyrights (the "Assignment") in favor of DanceSport Videos, LLC, an Arizona limited liability company ("Assignee") (each a "Party" and collectively the "Parties").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby irrevocably quitclaims, assigns, conveys and transfers to Assignee all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign copyrights and copyright applications, in the copyright registrations and/or copyright applications and/or copyrights listed in Schedule A annexed hereto and incorporated herein by this reference (collectively, the "Copyrights").

Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights in and to the Copyrights. Assignor agrees to execute any additional documents necessary or reasonably requested by Assignee to effect or evidence the Assignment, and those documents reasonably requested by Assignee in order to apply for and obtain, in the Assignee's name and for its benefit, copyrights, trademarks, patents, and all other intellectual property rights throughout the world related to any of the Copyrights and to transfer, effect, confirm, perfect, record, preserve, protect and enforce all right, title and interest transferred hereunder (collectively, "Supporting Documents"). If Assignor fails or refuses to timely execute any Supporting Documents, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the Chief Executive Officer of Assignee is hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the Assignment.

This Assignment shall mure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

This Assignment shall be governed by and construed under the laws of the United States of America. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

Digital Video Creations, Inc.

{7800.002 SS4552.00C-(1)}

AMENDMENTS:

In accordance with <u>Sections 4.5</u> and <u>11.3</u> of the Operating Agreement, the Operating Agreement is hereby amended as follows:

- 1. Amendment to Section 2.4 Registered Office and Principal Place of Business. Section 2.4 is hereby amended in its entirety and the following paragraph is substituted in its place and stead:
 - "2.4 Registered Office and Principal Place of Business. The Company's registered office and its principal place of business is located at 8912 E. Pinnacle Peak Road, Bldg F-9 #434, Scottsdale, AZ 85255 for purpose of maintaining the records required to be maintained under the Act, or at such other location as the Managers determine in their sole discretion."
- 2. Amendment to Exhibit A. The Windsurf Trust was not formally admitted as a Member of the Company and Exhibit A was not updated to add Windsurf Trust as a Member of the Company. Therefore, Exhibit A is hereby amended to remove only Michael Mead and Toni Redpath as Members, and replaced by new Exhibit A attached to this Amendment.
- 3. <u>Conflicts</u>. In the event a term in the Operating Agreement conflicts with any of the terms of this Amendment, the terms of this Amendment will prevail. Except as expressly amended by this Amendment, no other term or provision in the Operating Agreement is amended or modified and all other terms and provisions of the Operating Agreement not amended by this Amendment are hereby ratified and confirmed and will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above.

COMPANY:

DANCESPORT VIDEOS, LLC on Arizona limited liability company

Robert Powers, Manager

MANAGERS:

B & J RHYTHM, INC., an Arizona corporation

By: Robert Cowers

Its: President

a California corporation

DIGITAL VIDEO CREATIONS, INC.,

ames Kunit

909020-5/16107-00.ORG

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 |
|-----------------------|----------|----------------|-------------------|
| DANCESPORT VIDEOS LLC | | 09/18/2009 | LIMITED LIABILITY |
| | 2 | 00/10/2009 | COMPANY ARIZONA |

RECEIVING PARTY DATA

| Name: | DIGITAL VIDEO CREATIONS INC |
|--------------------------|-----------------------------|
| Street Address: | 1600 Logan Avenue |
| Internal Address: | Suite B |
| City [.] | San Diego |
| State/Country: | CALIFORNIA |
| Postal Code [.] | 92113 |
| Entity Type: | CORPORATION CALIFORNIA |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark | |
|----------------------|---------|-------------------------------------|--|
| Registration Number: | 3189058 | CORE RHYTHMS | |
| Registration Number: | 3272320 | CORE RHYTHMS DANCE EXERCISE PROGRAM | |

CORRESPONDENCE DATA

Fax Number: (540)242-3993

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone. 5402535332

Email· mailroom@charterip com

Correspondent Name: Charter IP LLC Address Line 1. PO BOX 64

Address Line 4⁻ The Plains, VIRGINIA 20198

| ATTORNEY DOCKET NUMBER | 8200/0001TUS1 |
|------------------------|--------------------|
| NAME OF SUBMITTER: | Matthew J Lattig |
| Signature: | /Matthew J Lattig/ |

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| Date: | 10/20/2010 |
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TRADEMARK
REEL: 00/12/20/DETMAREK 0884
REEL: 004516 FRAME: 0634

This TRADIMARK ASSIGNMENT ("Assignment") is by and between DANCESPORT VIDEOS, LLC, a limited liability company formed in accordance with the laws of Arexona (the "Assigner"), and DIGITAL VIDEO CREATIONS, INC a corporation formed in accordance with the laws of California (the "Assigner").

WHERPAS, consumpositions with the execution of this Assignment. Assigner and Assigner are executing an intellectual Property Assignment Agreement to which this Assignment is referenced and attached:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations unifor applications for registration set torth on Schedule A (collectively, the "Trademarks"), together with the goodwill at the business connected with and symbolized by the Trademarks, and

WHFRFAS, Assignee desires to acquire all right, title and interest in and to the Trademarks

NOW, THEREFORE, the good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assigner hereby sells, assigns, transfers and conveys to Assignee the entire right, lifte, interest in and to the Trademarks in the United States, and all jurisdictions conside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assigner had this sale, assignment, transfer and convey ance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assigner's entire right title and interest therein. Assigner agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Indemnik Assignment Agreement may be executed by the parties bereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by forsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the paries bereto have executed this Trademark Assignment Agreement as of the date first above written.

TRADEMARK REEL: 004976 MANNE: 0635

| ASSIGNOR, | |
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| VIDEOS, LLC, duly authorized (| 1927 . 2000, before me, a Natury Public in and for the nally appeared Japan Kennelly . Ancorate name [and a managerian officer of DANCESPORT to execute this Assignment on behalf of DANCESPORT and executed the foregroup instrument on behalf of |
| Given order my hand and | seal of ordice this Library of the pilk realized 2000 |
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| Commission # 16#17## Son Owego County Commission # 16#17## | Notacy Public |
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| ASSIGNLE | |
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| STAIROF | |
| COUNTY OF | |

TRADEMARK REEL: 004516 ERAME: 0636

Nës commission expires:

July 10. 2010

Marine & Corpor

Notary Public

MELICIA E CASIONI Communica # 1681748

Notary Author California

My Comm. Express Jul 16, 2010

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TRADEMARK REEL: 004516 ERAME: 0637

SCHEDULE A - TRADEMARKS

| Mark | Country | Number | Status |
|----------------------------|-----------------|--------------------|--------------|
| CORERHYTHMS | Australia | 1230683 | Ponding |
| CORE RITTIMS wilesign | Chira | NA | H\$F 4/15/00 |
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| CORE KHY HMY | Japan (Madrid) | 0994473 | Registered |
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| CORE RMYTHMS (JPT anguage) | lapan | 5173796 | Registered |
| CORERHYTHMS | Korea (Madrid) | 8-5-7009-000516185 | Registered |
| CORE RHYTHMS | Madrad | (1954473 | Registered |
| CORERHYTHMS | United States | 3189058 | Registered |
| CORL RHY FHMS wTresign | United States | 122219 | Registered |

TRADEMARK REEL: 004516 FRAME: 0638

RECORDED: 04/26/2011