

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DanceSport Videos, LLC		05/05/2011	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital Video Creations, Inc.		
<b>Street Address:</b>	10755 Scripps Poway Pkwy. #500		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92131		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3189058	CORE RHYTHMS	
<b>Registration Number:</b>	3272320	CORE RHYTHMS DANCE EXERCISE PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(619)377-0163		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	619-709-0800		
<b>Email:</b>	jameskunitz@me.com		
<b>Correspondent Name:</b>	James Kunitz		
<b>Address Line 1:</b>	10755 Scripps Poway Pkwy. #500		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92111		
<b>NAME OF SUBMITTER:</b>	James Kunitz		
<b>Signature:</b>	/jameskunitz/		
<b>Date:</b>	05/05/2011		
Total Attachments: 6			

OP \$65.00 3189058

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## ASSIGNMENT

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

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee 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 and/or applications for registration set forth on Schedule A (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

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

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

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside 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 Assignor had this sale, assignment, transfer and conveyance 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 Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto 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 facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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

ASSIGNMENT

ASSIGNOR

Dance Sport Videos LLC

By: James Kunitz

Title: CEO / Manager

STATE OF : California

COUNTY OF : San Diego

On this 18 day of September, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared James Kunitz, known by me to be the person of the above name [and a manager/an officer of DANCESPORT VIDEOS, LLC, duly authorized to execute this Assignment on behalf of DANCESPORT VIDEOS, LLC, and who signed and executed the foregoing instrument on behalf of DANCESPORT VIDEOS, LLC.

Given under my hand and seal of office this 18 day of September, 2009.

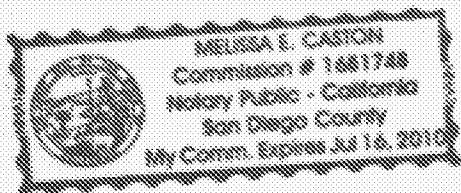
My commission expires:

July 16, 2010

Melissa Caston

Notary Public

428 Hillway Dr., Vista, CA 92084  
Address



ASSIGNEE

Digital Video Creations Inc.

By: James Kunitz

Title: Vice President

STATE OF : California

COUNTY OF : San Diego

ASSIGNMENT

On this 18 day of September, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jana Kuntz, known by me to be the person of the above name and a manager/an officer of **DIGITAL VIDEO CREATIONS, INC.**, duly authorized to execute this Assignment on behalf of **DIGITAL VIDEO CREATIONS, INC.**, and who signed and executed the foregoing instrument on behalf of **DIGITAL VIDEO CREATIONS, INC.**

Given under my hand and seal of office this 18 day of September, 2009.

My commission expires:

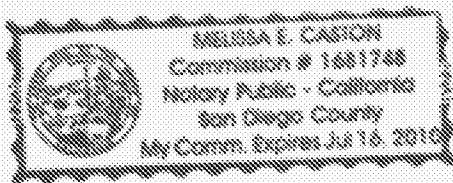
July 16, 2010

Melissa E. Caston

Notary Public

428 Hillway Dr. Vista CA 92084

Address



**ASSIGNMENT**

**SCHEDULE A - TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Number</u>	<u>Status</u>
CORE RHYTHMS	Australia	1230681	Pending
CORE RHYTHMS w/Design	China	N/A	TBF 9/15/09
CORE RHYTHMS	Europe (Madrid)	0954473	Registered
CORE RHYTHMS w/Design	Hong Kong	N/A	TBF 9/15/09
CORE RHYTHMS	Japan (Madrid)	0954473	Registered
CORE RHYTHMS w/Design	Japan	5173787	Registered
CORE RHYTHMS (JP Language)	Japan	5173796	Registered
CORE RHYTHMS	Korea (Madrid)	8-5-2009-000516185	Registered
CORE RHYTHMS	Madrid	0954473	Registered
CORE RHYTHMS	United States	3189058	Registered
CORE RHYTHMS w/Design	United States	3272320	Registered

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 3,272,320

Registered July 31, 2007

TRADEMARK  
PRINCIPAL REGISTER



DANCESPORT VIDEOS, LLC (ARIZONA LTD  
LIAB CO)

24760 NORTH 118TH PLACE

SCOTTSDALE, AZ 85255

FOR: PRE-RECORDED INSTRUCTIONAL DVDS  
AND VIDEOTAPES FEATURING DANCE CHOR-  
EOGRAPHY FOR USE IN EXERCISE AND  
STRENGTH TRAINING PROGRAMS, HEALTH  
CLUBS, EXERCISE-RELATED STUDIOS, AND EX-  
ERCISE-RELATED EVENTS, IN CLASS 9 (U.S. CLS.  
21, 23, 26, 36 AND 38).

FIRST USE 6-21-2004; IN COMMERCE 6-21-2004.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "DANCE EXERCISE PROGRAM",  
APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS "CORE"  
AND "RHYTHMS" WITH CONCENTRIC CIRCLES  
EMANATING FROM THE "O" IN "CORE", AND  
SOUND WAVE PATTERNS AND HORIZONTAL  
BANDS ACROSS THE LOWER THIRD OF THE  
MARK.

SER. NO. 78-937,472, FILED 7-25-2006.

ELIZABETH HUGHITT, EXAMINING ATTORNEY

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 3,189,058

Registered Dec. 26, 2006

TRADEMARK  
PRINCIPAL REGISTER

Core  
Rhythms

DANCESPORT VIDEOS, LLC (ARIZONA LTD  
LIAB CO)  
24760 N 118TH PL  
SCOTTSDALE, AZ 85255

FOR: PRE-RECORDED INSTRUCTIONAL DVDS,  
AND VIDEOTAPES FEATURING DANCE CHOR-  
EOGRAPHY FOR USE IN EXERCISE AND  
STRENGTH TRAINING PROGRAMS, HEALTH  
CLUBS, EXERCISE-RELATED STUDIOS, AND EX-  
ERCISE-RELATED EVENTS, IN CLASS 9 (U.S. CLS.  
21, 23, 26, 36 AND 38).

FIRST USE 6-21-2004; IN COMMERCE 6-21-2004.

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-701,883, FILED 8-27-2005.

G. MAYERSCHOFF, EXAMINING ATTORNEY