

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
Optimal Benefit Services, Inc.		03/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Health Fitness Corporation
Street Address:	1650 West 82nd Street
Internal Address:	Suite 1100
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55431
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2891090	LIVE/MANAGE\LEARN
Registration Number:	2924713	FOCUSEDHEALTH
Registration Number:	2929979	FOCUSED HEALTH SOLUTIONS
Registration Number:	2932412	FOCUSED HEALTH SOLUTIONS
Registration Number:	3719853	
Registration Number:	3719854	DEDICATED TO LASTING BEHAVIOR CHANGE
Registration Number:	3906636	MY FOCUSED HEALTH

CORRESPONDENCE DATA

Fax Number: (336)378-5400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 336 378 5200
 Email: wanda.armstrong@smithmoorelaw.com
 Correspondent Name: Kimberly Bullock Gatling
 Address Line 1: P.O. Box 21927

900193488

**TRADEMARK
 REEL: 004554 FRAME: 0024**

CH \$190.00 2891090

Address Line 4: Greensboro, NORTH CAROLINA 27420

ATTORNEY DOCKET NUMBER: 7100425.5

NAME OF SUBMITTER: Kimberly Bullock Gatling

Signature: /kgb/

Date: 06/03/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is effective as of this 15th day of March, 2011 (the "Effective Date"), by and between Optimal Benefit Services, Inc., a Delaware corporation ("Assignor"), and Health Fitness Corporation, a Minnesota corporation ("Assignee");

WHEREAS, Assignor is the owner of all right, title, and interest in the trademarks described in detail in Exhibit A attached hereto (collectively referred to herein as the "Marks"), and of the goodwill of the business associated with the Marks and the registrations thereof; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Marks;

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

Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, in each case, all on the terms and subject to the conditions set forth in the Purchase Agreement.

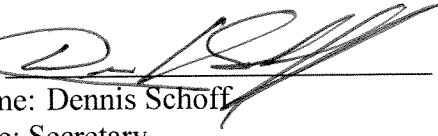
The Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor hereby represents and warrants to Assignee that Assignor has not heretofore sold, transferred, assigned or encumbered any of its right, title or interest in the Marks, and that it has the authority to transfer and assign the Marks and associated goodwill and enter into this Assignment and perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

OPTIMAL BENEFIT SERVICES, INC.

HEALTH FITNESS CORPORATION

By: 
Name: Dennis Schoff
Title: Secretary


By: 
Name: Dennis Schoff
Title: Secretary

EXHIBIT A

Tuesday, July 20, 2010

Trademark List (by Trademark)

Page: 1 of 4

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
DEDICATED TO LASTING BEHAVIOR CHANGE	FHS020 United States of America		ORD	77636192 18-Dec-2008	3719854 01-Dec-2009	Allowed 01-Dec-2019
	<u>Class(es):</u> 44 Int.				<u>Attorneys:</u> PFK ARM CL	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u>	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u>	
	<u>Agent:</u> Holland & Knight				<u>Source:</u>	
	<u>Category:</u>					
FOCUSED HEALTH FITNESS (Standard Characters)	FHS018 United States of America		ORD	77119778 01-Mar-2007		Abandoned
	<u>Class(es):</u> 0 Multi-class				<u>Attorneys:</u> PFK ARM	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u> 086694.00004	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u>	
	<u>Agent:</u> Holland & Knight				<u>Source:</u>	
	<u>Category:</u>					
FOCUSED HEALTH MANAGER	FHS016 United States of America		ORD			Unfiled
	<u>Class(es):</u>				<u>Attorneys:</u> PFK	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u> 086694.00004	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u>	
	<u>Agent:</u> Holland & Knight				<u>Source:</u>	
	<u>Category:</u>					
FOCUSED HEALTH SOLUTIONS	FHS005 Canada		ORD	1156531 22-Oct-2002	TMA658853 14-Feb-2006	Registered 14-Feb-2021
	<u>Class(es):</u> 44 Int.				<u>Attorneys:</u> PFK HH	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u> 086694.00002	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u> 43289-0006	
	<u>Agent:</u> RIDOUT & MAYBEE				<u>Source:</u>	
	<u>Category:</u>					
FOCUSED HEALTH SOLUTIONS	FHS014 Japan		ORD	89512/2002 22-Oct-2002	4778050 11-Jun-2004	Registered 11-Jun-2014
	<u>Class(es):</u> 41 Int.				<u>Attorneys:</u> PFK HH	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u>	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u> MM,FT-0429-0001	
	<u>Agent:</u> Yuasa and Hara				<u>Source:</u>	
	<u>Category:</u>					
FOCUSED HEALTH SOLUTIONS	FHS001 United States of America		ORD	76/399687 22-Apr-2002	2929979 08-Mar-2005	CLOSE 08-Mar-2015
	<u>Class(es):</u> 44 Int.				<u>Attorneys:</u> PFK CL	
	<u>Owner:</u> Focused Health Solutions, Inc.				<u>Client Reference:</u>	
	<u>Client:</u> Focused Health Solutions, Inc.				<u>Agent Reference:</u>	
	<u>Agent:</u> Holland & Knight				<u>Source:</u>	
	<u>Category:</u>					

Trademark List (by Trademark)

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
FOCUSED HEALTH SOLUTIONS & DESIGN	FHS008 Canada		ORD	1182541 25-Jun-2003	TMA653387 23-Nov-2005	Registered 23-Nov-2020
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> RIDOUT & MAYBEE <u>Category:</u>					
	<u>Attorneys:</u> PFK HH <u>Client Reference:</u> 086694.00002 <u>Agent Reference:</u> 43289-0002 <u>Source:</u>					
FOCUSED HEALTH SOLUTIONS & DESIGN	FHS013 Japan		ORD	53234/2003 26-Jun-2003	4749196 20-Feb-2004	Registered 20-Feb-2014
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> Yuasa and Hara <u>Category:</u>					
	<u>Attorneys:</u> PFK HH <u>Client Reference:</u> <u>Agent Reference:</u> MM,FT-0429-0004 <u>Source:</u>					
FOCUSED HEALTH SOLUTIONS + DESIGN	086694.00002 United States of America	1	ORD	76/525791 18-Jun-2003	2932412 15-Mar-2005	TO LAPSE 15-Mar-2015
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> <u>Category:</u>					
	<u>Attorneys:</u> PFK CL <u>Client Reference:</u> 086694-00002 <u>Agent Reference:</u> <u>Source:</u>					
FOCUSEDHEALTH	FHS007 Canada		ORD	1182542 25-Jun-2003	TMA664131 12-May-2006	Registered 12-May-2021
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> RIDOUT & MAYBEE <u>Category:</u>					
	<u>Attorneys:</u> PFK HH <u>Client Reference:</u> 086694.00002 <u>Agent Reference:</u> 43289-0001 <u>Source:</u>					
FOCUSEDHEALTH	FHS011 Japan		ORD	53233/2003 26-Jun-2003	4749195 20-Feb-2004	Registered 20-Feb-2014
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> Yuasa and Hara <u>Category:</u>					
	<u>Attorneys:</u> PFK HH <u>Client Reference:</u> <u>Agent Reference:</u> MM,FT-0429-0003 <u>Source:</u>					
FOCUSEDHEALTH	FHS004 United States of America		ORD	76/525790 18-Jun-2003	2924713 08-Feb-2005	CLOSE 08-Feb-2015
	<u>Class(es):</u> 44 Int. <u>Owner:</u> Focused Health Solutions, Inc. <u>Client:</u> Focused Health Solutions, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u>					
	<u>Attorneys:</u> PFK CL <u>Client Reference:</u> <u>Agent Reference:</u> <u>Source:</u>					

Trademark List (by Trademark)

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
LIVE/MANAGEMENT	FHS006 Canada		ORD	1194084 27-Oct-2003	TMA676325 03-Nov-2006	Registered 03-Nov-2021
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: RIDOUT & MAYBEE <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK HH <u>Client Reference</u>: 086694.00002 <u>Agent Reference</u>: 43289-0004 <u>Source</u>:</p>					
LIVE/MANAGEMENT	FHS012 Japan		ORD	94503/2003 26-Jun-2003	4778208 11-Jun-2004	Registered 11-Jun-2014
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: Yuasa and Hara <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK HH <u>Client Reference</u>: <u>Agent Reference</u>: MM.FT-0429-0006 <u>Source</u>:</p>					
LIVE/MANAGEMENT	FHS003 United States of America		ORD	76/558089 07-Nov-2003	2891090 05-Oct-2004	Docketed 05-Oct-2014
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: Holland & Knight <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK CL <u>Client Reference</u>: <u>Agent Reference</u>: <u>Source</u>:</p>					
MISCELLANEOUS DESIGN	FHS002 United States of America		ORD	76/525789 18-Jun-2003	2864553 20-Jul-2004	Lapsed 20-Jul-2014
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: Holland & Knight <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK CL <u>Client Reference</u>: <u>Agent Reference</u>: <u>Source</u>:</p>					
MISCELLANEOUS DESIGN	FHS019 United States of America		ORD	77636116 18-Dec-2008	3719853 01-Dec-2009	Allowed 01-Dec-2019
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: Holland & Knight <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK ARM CL <u>Client Reference</u>: 086694.00004 <u>Agent Reference</u>: <u>Source</u>:</p>					
MY FOCUSED HEALTH	086694.00004 United States of America		ORD	77921124 27-Jan-2010		Pending
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK <u>Client Reference</u>: <u>Agent Reference</u>: <u>Source</u>:</p>					

Trademark List (by Trademark)

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
SPIRAL DESIGN	FHS009 Canada		ORD	1182540 25-Jun-2003	TMA653371 23-Nov-2005	Registered 23-Nov-2020
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: RIDOUT & MAYBEE <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK HH <u>Client Reference</u>: 086694.00002 <u>Agent Reference</u>: 43289-003 <u>Source</u>:</p>					
SPIRAL DESIGN	FHS010 Japan		ORD	53235/2003 26-Jun-2003	4751552 27-Feb-2004	Registered 27-Feb-2014
	<p><u>Class(es)</u>: 44 Int. <u>Owner</u>: Focused Health Solutions, Inc. <u>Client</u>: Focused Health Solutions, Inc. <u>Agent</u>: Yuasa and Hara <u>Category</u>:</p>					
	<p><u>Attorneys</u>: PFK HH <u>Client Reference</u>: <u>Agent Reference</u>: MM,FT-0429-0005 <u>Source</u>:</p>					