

07/09/2012



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/31)

103646722

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

7/9/12

1. Name of conveying party(ies):

Health International Corporation

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 14, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? No

Name: L2Z, LLC

Street Address: 140 Fountain Parkway, Suite 420

City: St. Petersburg

State: Florida

Country: USA Zip: 33716

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Florida

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional Sheets Attached - See Exhibit B

Additional Sheets Attached - See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael V. Hargett, Esq.

Internal Address: Barnett Bolt Long Kirkwood & McBride

Street Address: 601 Bayshore Boulevard
Suite 700

City: Tampa

State: FL Zip: 33606

Phone Number: (813) 253-2020

Docket Number: _____

Email Address: mhargett@barnettbol.com

6. Total number of applications and registrations involved:

70

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,765

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 00000029 1917569
Authorized User Name _____
40.00 OP
1725.00 OP

9. Signature:

Signature

Michael V. Hargett

June 20, 2012

Date

Total number of pages including cover sheet, attachments, and document: 35

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#605450v1

TRADEMARK
REEL: 004817 FRAME: 0304

**EXHIBIT A
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Trademark	Serial #	Registration #
America's Personal Trainer	74489853	1917569
America's Personal Trainer	74802842	2148400
America's Personal Trainer	74802842	2148400
America's Personal Trainer	74356620	2241665
America's Personal Trainer	74492620	2535137
Ask Your Personal Trainer	78134972	2903828
Ask Your Personal Trainer	78134975	2915082
Ask Your Personal Trainer	78134969	2902216
Body By Bison	77283043	3719115
Body Express	76457292	2837089
Body Express	76514720	2929402
Bodybar	76226642	2967435
Bodyexpress	76565565	2960624
Carbconscious	78882286	3759428
Carbconscious	78253941	3303354
Carbconscious	78976462	3022156
Cardio Funk	76516545	2872937
Cardio Pop	76516547	2872939
Cardio Rock	76516546	2872938
Destress	78791444	3244164
Destress	78791444	3244164
Destress	76343577	2615264
Eternal Energy	75369156	2286317
Fat Attack	74708112	2072515
Fit Bag	76449052	3298428
Get Hyperactive	78730807	3236133
Healthfinder TV	75344576	2588691
Hyper Active	76512170	2977376
Hyperactive	76292547	2987706
Hyperactive	76056398	2610418
Hyperactive	76410206	3087936
Metatrim	76226641	2640777
Metatrim	74725133	2073140
Metatrim	76425208	3073920
Negative People Suck	77861161	3901764
Personal Trainer DVD	76391199	2710239
Personal Trainer Video	74455039	2793205

Trademark	Serial #	Registration #
Private Session	74645601	2046447
Private Session	74645601	2046447
Private Session	74645601	206447
Protein Sensations	76514719	3822187
Redneck (Assigned)	76605272	3516827
Redneck Energy	78704627	3697160
Smoothie Sensations	78129224	3088224
Smoothie Sensations	76312337	3085751
Smoothie Sensations	76310712	3080036
Sprintmaster	76421087	3142500
Target Training	74333676	1921542
Tony Little's	74380093	1836623
Tony Little's	74380093	1836623
Tony Little's Guiltless Entrees	76494083	2804552
You Can Do It!	77519960	3671757
You Can Do It!	77519960	3671757
You Can Do It!	77519960	3671757
You Can Do It!	77519960	3671757
You Can Do It!	78828155	3352142
You Can Do It!	77519960	3671757
You Can Do It!	77519960	3671757
You Can Do It!	78828155	3352142

EXHIBIT B
RECORDATION FORM COVER SHEET
PENDING TRADEMARKS ONLY

Trademark	Application #
Air Trac	85004876
Air Trac	85059363
Booty Call	85296450
Carbconcious	85299112
Cross Sport	76514718
Guiltless Entrees	77569834
Negative People Suck	77885518
X Band	77942638
Snuggle Foam	85605393
The Bob	85605320
Hyperactive	85605377

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is entered into as of June 14, 2012, by HEALTH INTERNATIONAL CORPORATION, a Florida corporation ("HIC"), CHEEKS FOOTWEAR INTERNATIONAL, LLC, a Florida limited liability company ("Cheeks"), and, ANTHONY A. LITTLE ("Little"), in favor of L²Z, LLC, a Florida limited liability company ("Purchaser"). For purposes of this Agreement, HIC, Cheeks and Little are sometimes referred to collectively, as the "Cheeks Parties" and individually as a "Cheeks Party".

Background

- A. Purchaser is a party to an Asset Purchase Agreement with Fitness Quest, Inc., a Delaware corporation ("Fitness Quest"), dated June 14, 2012 (the "Fitness Quest Purchase Agreement"), pursuant to which Purchaser agreed to purchase certain assets of Fitness Quest used in connection with the footwear line known as "Cheeks®", including Fitness Quest's rights under that certain Agreement Between Fitness Quest, Inc and Cheeks Footwear International, LLC, dated effective as of October 26, 2010, for an aggregate purchase price of \$875,000 (the "Fitness Quest Transaction").
- B. The Cheeks Parties have certain current and potential future obligations to Purchaser pursuant to (i) a Convertible Note Purchase Agreement of even date herewith (the "Note Purchase Agreement"), including a potential obligation to reimburse Purchaser for the \$875,000 purchase price paid by Purchaser pursuant to the Fitness Quest Transaction, the \$25,000 paid by Purchaser to Brown Shoe Company in connection therewith, and for certain advances made in connection therewith, and (ii) a Convertible Secured Promissory Note of even date herewith in the principal amount of \$600,000 (the "Convertible Note").
- C. As a material inducement for Purchaser to proceed with the Fitness Quest Transaction, and to loan funds to HIC pursuant to the terms of the Note Purchase Agreement and the Convertible Note (collectively, the "Loan Documents"), the Cheeks Parties have agreed to provide collateral security for the performance of the obligations and liabilities of the Cheeks Parties under the Loan Documents, pursuant to the terms and conditions of this Agreement.

Terms and Conditions

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the Cheeks Parties and Purchaser hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings assigned in the Note Purchase Agreement. The following capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 1, and shall include the plural as well as the singular number:
 - 1.1 "Collateral" means all of the following assets of the Cheeks Parties as related to the business activities of the Cheeks Parties, whether now owned or hereafter acquired by the Cheeks Parties, and all products thereof, and all replacements,

replenishments, additions, accessions, and substitutions thereof and the proceeds thereof (including, without limitation, insurance proceeds, cash, bank accounts, and deposits):

- (a) all patents, patent disclosures, trademarks, service marks, trade dress, logos, trade names, copyrights, art and mask works, manuals and information, and all registrations, applications, reissues, continuations, continuations in part or extensions thereof, and all associated goodwill for each of the foregoing, and all computer software, computer programs, computer data bases and related documentation and materials, data, documentation, trade secrets, confidential business information (including ideas, formulas, compositions, inventions, know how, business processes and techniques, research and development information, drawings, designs, plans, proposals and technical data, financial, marketing and business data, customer and supplier data, pricing and cost information) and other intellectual property rights (in whatever form or medium), whether owned or licensed by the Cheeks Parties including, without limitation, the Intellectual Property;
- (b) all inventory from any source or supplier;
- (c) all contract rights (including all property, casualty, and life insurance contracts owned by the Cheeks Parties) and other rights and privileges of the Cheeks Parties under any and all leases and other contracts between any of the Cheeks Parties and any third party;
- (d) all equipment, including, but not limited to, machinery, motor vehicles, furniture and furnishings, and office equipment;
- (e) all cash on hand and in bank accounts, marketable securities, certificates of deposit and similar items; and
- (f) without limiting the generality of the foregoing, to the extent related to all or any part of the other Collateral, all books, correspondence, credit files, records, invoices, tapes, cards, computer runs and other papers and documents in the possession or under the control of the Cheeks Parties or any computer bureau or service company from time to time acting for the Cheeks Parties.

1.2 “Event of Default” means the occurrence of any one or more of the following events:

- (a) any event of default under the Convertible Note;
- (b) the inability of any of the Cheeks Parties, or the admission by any of the Cheeks Parties of its inability, to pay its debts as they mature, or the insolvency of any of the Cheeks Parties;

- (c) the filing against any of the Cheeks Parties of an involuntary petition or other pleading seeking the entry of a decree or order for relief under the United States Bankruptcy Code or any similar federal or state insolvency or other similar law ordering: (i) the liquidation of any of the Cheeks Parties, (ii) a reorganization of any of the Cheeks Parties or the business and affairs of any of the Cheeks Parties, or (iii) the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official for any of the Cheeks Parties or the property of any of the Cheeks Parties, and the failure to have such petition or other pleading denied or dismissed within thirty (30) days from the date of filing;
- (d) (i) the commencement by any of the Cheeks Parties of a voluntary case under the United States Bankruptcy Code or any similar federal or state insolvency or other similar law, (ii) the consent by any of the Cheeks Parties to the appointment or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for any of the Cheeks Parties or any of the property of the Cheeks Parties, (iii) the making by any of the Cheeks Parties of an assignment for the benefit of creditors, or (iv) the failure by any of the Cheeks Parties generally to pay its debts as they become due; or
- (e) the making of any levy, seizure or attachment of or on the Collateral by any third party.

1.3 “Liability” or “Liabilities” means all monetary obligations and liabilities of the Cheeks Parties to Purchaser under the Loan Documents (including, without limitation, the Reimbursement Obligation), whether now existing or hereafter incurred, matured or unmatured, direct or indirect, absolute or contingent, now due or hereafter to become due, as well as all costs and reasonable expenses of collection, including reasonable attorneys’ fees, paralegals’ fees and expenses for any primary, appellate, bankruptcy and post-judgment proceedings, incurred by Purchaser in connection with the enforcement of the Loan Documents or this Agreement.

1.4 “Senior Liens” means liens securing the Mortgage Note and/or the Line of Credit Note.

2. Grant of Security Interest. To secure the full and punctual payment of all Liabilities, each of the Cheeks Parties hereby grants to Purchaser a continuing security interest in the Collateral, free and clear of any and all prior liens, encumbrances or charges whatsoever, other than the Senior Liens.

3. Perfection of Security Interest. To perfect the security interest granted above, each of the Cheeks Parties authorizes Purchaser to file financing statements in forms that are satisfactory to Purchaser (including amendments thereto and continuation statements thereof and filings with the United States Patent and Trademark Office), describing the Collateral and containing such legends as Purchaser deems necessary or appropriate to

protect Purchaser's interest in the Collateral. The Cheeks Parties agree to pay all taxes, fees and costs (including reasonable attorneys' fees) paid or incurred by Purchaser in connection with the preparation, filing or recordation of such documents and instruments. The Cheeks Parties shall not file any amendments, correction statement or termination statements concerning the Collateral without the prior written consent of Purchaser. The Cheeks Parties shall, from time to time, at the request of Purchaser, execute such other documents and perform such other acts reasonably necessary or appropriate to establish and maintain a valid and perfected security interest in the Collateral, free of all other liens and claims whatsoever other than the Senior Liens. The Cheeks Parties hereby appoint Purchaser as their attorney-in-fact (without requiring it to act as such) to perform all acts that Purchaser deems necessary or appropriate to perfect and continue its security interest in the Collateral. The Cheeks Parties hereby acknowledges that this power of attorney is coupled with an interest and is irrevocable until all Liabilities have been fully paid.

4. Patents, Trademarks, etc. The Cheeks Parties shall notify Purchaser immediately upon the occurrence of each of the following (i) the acquisition by any of the Cheeks Parties of any material Intellectual Property and (ii) any of the Cheeks Parties obtaining knowledge, or reason to know, that any application or registration relating to any Intellectual Property owned by or licensed to the Cheeks Parties is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding the Cheeks Parties' ownership of any material Intellectual Property, their right to register the same, or to keep and maintain the same. The Cheeks Parties will execute any Patent Security Agreement, Trademark Security Agreement and/or Copyright Security Agreement reasonably requested by Purchaser from time to time, and shall execute and deliver to Purchaser any other document reasonably required to acknowledge or register or perfect Purchaser's interest in any part of the Intellectual Property. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall only require perfection of its security interests in, or other registration with respect to, any patent, trademark or copyright registered, or eligible to be registered, with a country other than the United States or any political subdivision thereof, to the extent that Purchaser determines, in its sole discretion, that such patent, trademark or copyright, and the registration thereof in such other country or political subdivision thereof, is material to the business of the Cheeks Parties' business.

5. Representations and Warranties. The Cheeks Parties represent and warrants to Purchaser as follows:

5.1 Representations and Warranties Regarding Intellectual Property.

- (a) Exhibit A attached to this Agreement contains a true, correct and complete list of all patents, trademarks, service marks, trade names and copyrights owned by the Cheeks Parties, including any applications therefor (collectively, the “Intellectual Property”) and including, where applicable, the patent, trademark, service mark or copyright number (or application number), issue date and title.
- (b) The Cheeks Parties are the sole and exclusive owners of all right, title and interest in and to the Intellectual Property and have not granted, nor does there exist by implication or operation of law, any license or other right in respect thereof which does or which will, subsequent to the date of this Agreement, permit or enable anyone other than the Cheeks Parties to use any of the Intellectual Property.
- (c) No individual or entity has any rights to utilize any Intellectual Property or sell any products or services which utilize or incorporate, or which were developed utilizing or incorporating, any Intellectual Property.
- (d) There is no notice or pending or threatened claim against the Cheeks Parties (and there has not been any such notice or claim) asserting (i) that any of the Intellectual Property infringes or violates the rights of third parties; (ii) that any of the Intellectual Property is invalid; (iii) that the present or past conduct of the Cheeks Parties’ business infringes or violates any rights of others with respect to any of the Intellectual Property; (iv) that any individual or entity has any rights to utilize any of the Intellectual Property or sell any products or devices which utilize or incorporate, or which were developed utilizing or incorporating, any Intellectual Property; or (v) which could, if adversely determined against the Cheeks Parties, adversely affect the Cheeks Parties’ ability to utilize any of the Intellectual Property, and no basis for any such claim exists.
- (e) The Cheeks Parties have not given any notice to any third parties asserting infringement by such third parties upon any of the Intellectual Property.

5.2 General Representations and Warranties.

- (a) The Cheeks Parties are the owners of the Collateral free from any security interest, encumbrance, or lien, other than the Senior Liens, and will defend the Collateral against all claims and demands of all persons at any time claiming the same.

- (b) No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for that which may be on file to perfect the Senior Liens or the security interest of Purchaser.
- (c) None of the Cheeks Parties is in default with respect to any of its existing indebtedness, and the making and performance of this Agreement will not violate any laws or result in a default under any contract, agreement, or instrument to which any of the Cheeks Parties is a party or by which its property is bound, or result in the creation or imposition of any security interest in, or lien or encumbrance upon, any of its assets, except in favor of Purchaser.
- (d) No representation, warranty or statement of the Cheeks Parties hereunder omits to state any material fact necessary to make each representation or warranty or statement in this Agreement by the Cheeks Parties accurate and not misleading in any material respect.

6. Affirmative Covenants. Each of the Cheeks Parties covenants that, until such time as all of the Liabilities have been fully satisfied and paid, it shall

- 6.1 take all actions necessary to prosecute any pending applications with respect to the Intellectual Property;
- 6.2 take all actions necessary to protect its rights with respect to the Intellectual Property, including bringing appropriate actions to prevent infringement of such rights;
- 6.3 promptly notify Purchaser of any actual or threatened infringement of the Cheeks Parties' rights with respect to the Intellectual Property;
- 6.4 promptly notify Purchaser of the occurrence of any Event of Default or any event or condition which, with the giving of notice and/or the lapse of time, could constitute an Event of Default;
- 6.5 pay or cause to be paid when due, all taxes, assessments, and charges or levies imposed upon the Collateral;
- 6.6 notify Purchaser thirty (30) days in advance of any change in the location of its business, or of the establishment of any new, or the discontinuance of any existing, place of business;
- 6.7 continuously maintain, preserve, and keep in full force and effect, its corporate existence, good standing, and its right and privilege to conduct business in Florida;
- 6.8 permit Purchaser or its representatives at any time to inspect as frequently as reasonably requested the Collateral, wherever located, and it shall fully and timely

assist Purchaser in regard to such inspections to the extent requested by Purchaser; and

6.9 maintain insurance, at full replacement cost, on the Collateral.

7. Negative Covenants. Each of the Cheeks Parties covenants that, until such time as all of the Liabilities have fully paid satisfied, it shall not

7.1 sell, transfer or otherwise dispose of all or any part of the Collateral, except for collection of accounts receivable and sales of inventory in the ordinary course of business;

7.2 disclose any confidential information regarding the Intellectual Property;

7.3 grant any license with respect to the Intellectual Property without the prior consent of the Purchaser; or

7.4 mortgage, pledge, grant, or permit to exist a security interest in or lien upon any of the Collateral.

8. Remedies Upon Default. Upon the occurrence of an Event of Default, and subject to the rights of the holders of the Senior Liens, Purchaser may declare all Liabilities to be immediately due and payable and may, at its option and without notice or demand on the Cheeks Parties and in addition to all the rights and remedies that accrue to a secured party under the Uniform Commercial Code as in effect under applicable law or that are otherwise available to Purchaser under applicable law, do any one or more of the following: (a) foreclose or otherwise endorse Purchaser's interest in the Collateral in any manner permitted by law, or provided for in this Agreement; or (b) sell, lease, license or otherwise dispose of any Collateral at one or more public or private sales, whether or not such collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Purchaser may determine. The Cheeks Parties expressly waive any constitutional or other right to a judicial hearing prior to the time Purchaser takes possession or disposes of the Collateral upon default as provided in this Section 8.

9. General Provisions.

9.1 Choice of Law; Venue. The laws of the State of Florida, excluding its choice of law provisions if such laws would result in the application of laws other than the laws of the State of Florida, shall govern any disputes with respect to this Agreement, the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of The Cheeks Parties and Purchaser hereunder. The forum selected for any proceeding or suit related to a dispute between The Cheeks Parties and Purchaser related to this Agreement shall be in a federal or state court of competent jurisdiction located in Hillsborough County, Florida. The Cheeks Parties and Purchaser each consent to said courts' personal jurisdiction over it and waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida is an improper or inconvenient venue.

9.2 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, or overnight mail as follows:

If to the Checks Parties: c/o Health International Corporation
11880 28th Street North
Suite 100
St. Petersburg, FL 33716
Attn: Anthony A. Little

With a copy to: Fowler White Boggs
501 E. Kennedy Boulevard
Suite 1700
Tampa, FL 33602
Attn: Mitchell I. Horowitz, Esq.

If to Purchaser: L²Z, LLC
140 Fountain Parkway
Suite 420
St. Petersburg, FL 33716
Attn: Stuart G. Lasher

With a copy to: Barnett, Bolt, Kirkwood, Long & McBride
601 Bayshore Boulevard
Suite 700
Tampa, FL 33606
Attn: David L. Koche, Esq.

or at such other address as any party shall designate by notice to the other party given in accordance with this Section 9.2.

9.3 Further Action. Each party agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

9.4 No Agency. Nothing contained in this Agreement shall be deemed to create any association, partnership or joint venture between the parties.

9.5 Amendment. The Agreement may be amended only by a written instrument signed by both parties.

9.6 Assignment. Purchaser may assign its rights under this Agreement in connection with the assignment of the Convertible Note.

9.7 No Waiver. No waiver of any provision of this Agreement, and no consent to any departure by a party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against

whom the waiver is being sought (in which the case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.


- 9.8 Integration. This Agreement and the Loan Documents, together with the attachments hereto and thereto, constitute the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- 9.9 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions and conditions of this Agreement for each party remain valid, binding and enforceable.
- 9.10 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assignees.
- 9.11 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement shall be binding when each party to this Agreement has delivered an executed counterpart signature page to each other party.
- 9.12 Number and Gender. Except where the context requires otherwise, any reference in this Agreement to the singular includes the plural, and any reference in this Agreement to the masculine gender includes the feminine and neuter gender.
- 9.13 Descriptive Headings. The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.

- 9.14 Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity and that this Agreement is binding upon the entity.
- 9.15 Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon Saturday, Sunday or any public or legal holiday, whether federal or of the State of Florida, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or to discharge such duty.

[End of body of Security Agreement.]


IN WITNESS WHEREOF, the parties have executed this SECURITY AGREEMENT on the date first indicated above.


HEALTH INTERNATIONAL CORPORATION,
a Florida corporation

By: 
Name: ANTHONY A. LITTLE
Title: PRESIDENT
Date: 5-14-12

CHEEKS FOOTWEAR INTERNATIONAL, LLC,
a Florida limited liability company

By: Health International Corporation, a Florida
corporation, Managing Member

By: 
Name: Anthony A. Little
Title: President
Date: 5-14-12


ANTHONY A. LITTLE Date

L²Z, LLC,
a Florida limited liability company

By: _____
Name: Stuart G. Lasher
Title: President
Date: _____

IN WITNESS WHEREOF, the parties have executed this SECURITY AGREEMENT on the date first indicated above.

HEALTH INTERNATIONAL CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

CHEEKS FOOTWEAR INTERNATIONAL, LLC,
a Florida limited liability company

By: Health International Corporation, a Florida
corporation, Managing Member

By: _____
Name: Anthony A. Little
Title: President
Date: _____

ANTHONY A. LITTLE Date

L²Z, LLC,
a Florida limited liability company

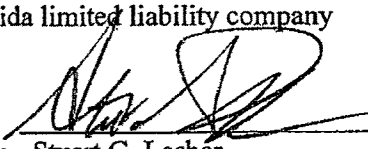
By:  _____
Name: Stuart G. Lasher
Title: President
Date: 6/14/12

EXHIBIT A
TO SECURITY AGREEMENT

[Attach list and description of Intellectual Property]

STATUS OF CHEEKS RELATED PATENTS

SANDAL

UNITED STATES	D577,882 29/297,990	PATENT GRANTED ON 10/07/08	14 YEAR TERM
CANADA	126045	PATENT GRANTED ON 3/26/09	10 YEAR TERM
JAPAN	2008-12148	PATENT GRANTED ON 6/12/09	20 YEAR TERM
UNITED KINGDOM	4007626	PATENT GRANTED ON 7/2/08	25 YEAR TERM - (SERIES OF FIVE RENEWABLE 5 YEAR TERMS)

THONG

UNITED STATES	D600431 29/324,656	PATENT GRANTED ON 9/22/09	14 YEAR TERM
CANADA	129781	PATENT GRANTED ON 11/26/09	10 YEAR TERM
JAPAN	2009-4799	LAST ITEM - ANSWER TO ARGUMENT ORIGINAL FILING	9/8/09 6/09/09
UNITED KINGDOM	4010552	LAST ITEM - ANSWER TO OBJECTION ORIGINAL FILING	8/17/09 3/12/09
			3/22/2010

TRADEMARK

REEL: 004817 FRAME: 0320

STATUS OF CHEEKS RELATED TRADEMARKS/COPYRIGHTS

TRADEMARKS

CHEEKS - UNITED STATES	GRANTED	3/22/05	10 YEAR TERM		
CHEEKS - INTERNATIONAL	GRANTED	5/26/06	10 YEAR TERM		
CHEEKS - CANADA	GRANTED	7/20/06	15 YEAR TERM		
CHEEKS - UNITED KINGDOM	PURCHASED	11/08/08	RENEWAL DATE	3/02/11	
INCLINE WALKING TECHNOLOGIES - US	STATEMENT OF USE HAS BEEN FILED		ORIGINAL FILE DATE		4/28/08
INCLINE FOOTWEAR TECHNOLOGY - US	STATEMENT OF USE HAS BEEN FILED		ORIGINAL FILE DATE		4/28/08
MAKE EVERY STEP COUNT - US	STATEMENT OF USE HAS BEEN FILED		ORIGINAL FILE DATE		10/21/08

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CHEEKS EXERCISE SANDALS BROCHURE	GRANTED	07/05/05		
CHEEKS EXERCISE SANDALS	GRANTED	06/30/06		
CHEEKS EXERCISE SANDALS TAG	GRANTED	11/05/07		
CHEEKS HEALTH SANDALS TAG	GRANTED	11/05/07		

TRADEMARK

REEL: 004817 FRAME: 0321

TONY LITTLE TRADEMARKS - as of March 1, 2010

<u>Serial #</u>	<u>Reg. #</u>	<u>Mark</u>
1	78882286	CARBONCONSCIOUS
2	78704627	3697160 REDNECK ENERGY
3	78976462	3022156 CARBONCONSCIOUS
4	78828155	3352142 YOU CAN DO IT!
5	78791444	3244164 DESTRESS
6	78730807	3236133 GET HYPERACTIVE
7	78253941	3303354 CARBONCONSCIOUS
8	78134975	2915082 ASK YOUR PERSONAL TRAINER
9	78134972	2903828 ASK YOUR PERSONAL TRAINER
10	78134969	2902216 ASK YOUR PERSONAL TRAINER
11	78129224	3088224 SMOOTHIE SENSATIONS
12	77423814	3723120 MAKE EVERY STEP COUNT
13	77459471	3674706 INCLINE WALKING TECHNOLOGIES
14	77519960	3671757 YOU CAN DO IT!
15	77423825	3674692 INCLINE FOOTWEAR TECHNOLOGY
16	77833270	CHEEKS FIT BODY
17	77892621	INCLINE TRAINERS
18	76514719	PROTEIN SENSATIONS
19	76605272	3516827 REDNECK
20	77861161	NEGATIVE PEOPLE SUCK
21	76516547	2872939 CARDIO POP
22	76516546	2872938 CARDIO ROCK
23	76516545	2872937 CARDIO FUNK
24	76516544	2880494 CARDIO TECHNO
25	76514720	2929402 BODY EXPRESS
26	76514718	CROSS SPORT
27	76512171	2885863 FIT TRAX
28	76512170	2977376 HYPER ACTIVE
29	76494083	2804552 TONY LITTLE'S GUILTLESS ENTREES
30	76480548	2935389 CHEEKS
31	76457293	2826686 PERSONAL TRAINER MUSIC
32	76457292	2837089 BODY EXPRESS
33	76421087	3142500 SPRINTMASTER
34	76410206	3087936 HYPERACTIVE
35	76391199	2710239 PERSONAL TRAINER DVD
36	76387196	2687649 HOME FITNESS DIGEST
37	76343577	2615264 DESTRESS
38	76312337	3085751 SMOOTHIE SENSATIONS
39	76310712	3080036 SMOOTHIE SENSATIONS
40	76226642	2967435 BODYBAR
41	76226641	2640777 METATRIM
42	76056398	2610418 HYPERACTIVE
43	77885518	NEGATIVE PEOPLE SUCK

44	75438295	2373460	ETERNAL ENERGY
45	75369156	2286317	ETERNAL ENERGY
46	77569834		GUILTLESS ENTREES
47	75052103	2279623	TONY LITTLE'S PRIVATE TRAINER
48	74802842	2148400	AMERICA'S PERSONAL TRAINER
49	74492620	2535137	AMERICA'S PERSONAL TRAINER
50	74356620	2241665	AMERICA'S PERSONAL TRAINER
51	74725133	2073140	METATRIM
52	74708112	2072515	FAT ATTACK
53	74645601	2046447	PRIVATE SESSION
54	74489853	1917569	AMERICA'S PERSONAL TRAINER
55	74455040	2789981	PERSONAL TRAINER VIDEO TONY LITTLE
56	74455039	2793205	PERSONAL TRAINER VIDEO
57	74380093	1836623	TONY LITTLE'S
58	74333676	1921542	TARGET TRAINING
59	77942638		X BAND

DOMAIN NAMES OWNED BY HIC

absexbook.com
absover40.com
absoverforty.com
adversitiestovictories.com
adversitytovictory.com
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flipflopitis.net
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forticell.net
get-hyperactive.com
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healthfindertv.com
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inclinewalkingtechnology.com
inclineworkout.com
kickassenergydrink.com
killer-workout.com
killerworkoutmovie.com
lowfatburgers.com
martinimagic.net
metatrim.com
miraclemassageusa.com
mrhyperactive.com
negativepeoplesuck.net
negativitysucks.com
nolimitsathletics.com
one-on-one-trainer.com
one-on-one-trainer.net
one-on-one-weightloss.com
perfectbuttformula.com
perfectmartinishakers.com
personaltrainerfitness.com
personaltrainermusic.com
personaltrainervideos.com
private-trainer.com
proteinsensations.com
psychoshot.com
psychoshots.com
psychoshots.net
psychovodka.com
rampwalking.com
redneckenergycompany.com
redneckenergydrinkcompany.com
redneckenergydrinks.com
shopbodyparts.com
shopcelebrities.net
shopitbaby.com
shopitbaby.net
shopitbaby.org
slopewalking.com
smartspendingvalue.com
smartspendingvalues.com
smoothiepops.com
smoothiesensations.com
superweiner.com
superweiners.com
targettraining.com
templaintenance.com
thatbullshitfitness.com
thatbullshitradio.com
theamazinggazelle.com
thebuttnakeddiet.com

TRADEMARK

REEL: 004817 FRAME: 0324

DOMAIN NAME

2young2beold.com
2young2beold.net
2youngtobeold.com
absex.co
absexbook.com
absover40.com
absoverforty.com
adversitiestovictories.com
adversitytovictory.com
aperfectbutt.com
apl.c.co
apositivelifestylecompany.com
askourpersonaltrainer.com
askyourpersonaltrainerhotline.com
behyperactive.com
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bootycallwine.net
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butt-sup.com
carbconscious.com
carbconscious.info
carbconscious.net
carbconscious.org
carbconsciousdieters.com
carbconsciousproteinbar.com
carbconsciousproteinbars.com
celebrityshop.org
cellconscious.com
cellconscious.net
cybernerdusa.com
designahomegym.com
designaworkout.com
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designaworkout.net
designurownworkout.com
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destressbeds.com
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dietprotein.co
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fittraxmusic.com
flearesistant.com
flearesistantdogbeds.com
flearesistantpetbeds.com
flearesistantproducts.com
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flipflopitis.com
flipflopitis.net
forticell.com
forticell.net
fun2fitness.co
fun2fitness.net
funtofitness.com
get-hyperactive.com
getyourpackage.com
healthfindertv.com
healthinternationalcorp.com

hienergyproducts.com
highenergyshoes.com
hollywoodbutts.com
homefitnessdigest.com
homegymdesigners.com
homegymdesigns.com
hyperactiveapparel.com
hyperactiveenergy.com
hyperactivefitnesswear.com
hyperactivegear.com
hyperactiveusa.com
hypervilleusa.com
hypervilleusa.net
ibitthedust.com
ibitthedust.net
icroaked.net
imtooyoungtobeold.com
kickassenergydrink.com
killer-workout.com
killerworkoutmovie.com
lowfatburgers.com
martinimagic.net
metatrim.com
miraclemassageusa.com
mrhyperactive.com
negativepeoplesuck.net
negativitysucks.com
oneononetraener.co
one-on-one-trainer.com
one-on-one-trainer.net
oneononeweightloss.co
one-on-one-weightloss.com
ourpositivelifestylecompany.com
payyourrespects.co

perfectomartinishakers.com
personaltrainerdvds.com
personaltrainerfitness.com
personaltrainermusic.com
personaltrainervideos.com
private-trainer.com
proteinsensations.com
psychoshot.com
psychoshots.com
psychoshots.net
rampwalking.com
redneckenergycompany.com
redneckenergydrinkcompany.com
redneckenergydrinks.com
reenergize.co
rocknrollstepper.co
shopbodyparts.com
shopcelebrities.net
shopitbaby.com
shopitbaby.net
shopitbaby.org
slopewalking.com
smartspendingvalue.com
smartspendingvalues.com
smoothiepops.com
smoothiesensations.com
superblow.co
superblow.net
superweiner.com
superweiners.com
targettraining.com
templemaintenance.com
thatsbullshitfitness.com
thatsbullshitradio.com

theb-o-b.com
thebobmassager.com
thecrimeafterthecrime.com
thedeathbook.net
thedietdonut.com
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theenergydiet.co
theenergydiet.net
thefuneralbook.net
thekillerworkout.com
theperfectmartinishaker.com
thepositivelifestylecompany.com
theresalwaysaway.biz
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theworldsgreatestboobs.com
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youarewhatyoueattv.com
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you-can-do-it.com
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youcandoitpostcards.net
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yourpositivelifestylecompany.com
yplc.co

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Name	Additional Info
Ab Isolator Workout	
Awesome Abs	
Bodycise with Tony Little	
Bodycise with Tony Little	Second Video
Change your Mindset, Change you Mind	
Come Out & Play	Tony Little
Condom Art Series	
Condom Art Series	Additional Materials
Get Hyperactive Energy Man Series	
Get Hyperactive Girl Message Series	
Get Hyperactive Gym Series	
Get Hyperactive Pigtailed Happy Girls	
Hyperville, USA	
Low Back Rehabilitation	Tony Little
Negative People Suck	
Negative People Suck	Sketches
One on One with Tony Little	A Complete 28-day body Sculpting and Weight
Rock 'n' Roll Stepper / C.R. King	
The Butt Naked Diet	
The Killer Workout	Text
The Killer Workout	Screenplay
The Killer Workout	Different Text
The Killer Workout Movie	
The New Year's Resolution Song	
The Wonder Ball Workout with Tony Little	
There's Always a Way	Text
Tony Little One-On-One Video Trainer Treadmill	
Tony Little's Abs Only Machine	
Tony Little's Cardio AB Training	
Tony Little's Cardio, Hips, Thighs and Buns Training	
Tony Little's High Energy Fat Burners	by Tony Little with Laura Dayton
Tony Little's High Energy Fat Burners	by Tony Little with Laura Dayton - different text
Tony Little's High Energy Fat Burners	by Tony Little with Laura Dayton - different text
Total Body Weight Loss	
Walk it Off	

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Name	Additional Info
Who Says You Can't	
Who Says You Can't	Different Text
World Class Buns and Legs	
You Can Do It	Greeting Cards
You Can Do It	

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Name	Additional Info
Abs Sex Concept Behind Abs Sex	No certificate received
Earth to Tony! Earth to Tony!	No certificate received
Every Day is an Opportunity	No certificate received
Negative People Suck	Patch for caps and shirts, etc. No certificate received
Refuse2Lose	Application submitted
There's Always A Way	Art (hats, shirts, etc). No certificate received
Three Strikes and You're In	No certificate received
Too Young to be Old	No certificate received
Yes You Can	No certificate received

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Name	Additional Info
The Energy Diet	

TRADEMARKS

Trademark	Serial #	Registration #	Year	Class #	Person handling	Renewal Due
America's Personal Trainer	74489853	1917569		5	Dave Ellis	
America's Personal Trainer	74802842	2148400		9	Dave Ellis	
America's Personal Trainer	74802842	2148400	1998	25	Dave Ellis	
America's Personal Trainer	74356620	2241665		28	Dave Ellis	
America's Personal Trainer	74492620	2535137		41	Dave Ellis	
Ask Your Personal Trainer	78134972	2903828		9	Robert W. Smith	
Ask Your Personal Trainer	78134975	2915082	2004	16	Robert W. Smith	
Ask Your Personal Trainer	78134969	2902216		41	Robert W. Smith	
Body By Bison		3719115	12/1/2009	29	Monica Mason	12/1/2019
Body Express	76457292	2837089		9	Dave Ellis	
Body Express	76514720	2929402		41	Dave Ellis	
Bodybar	76226642	2967435		5	Dave Ellis	
Bodyexpress	76565565	2960624		9	Dave Ellis	
Carbconscious	78882286	3759428	3/9/2010	5	Monica Mason	3/9/2020
Carbconscious	78253941	3303354	10/2/2007	5	Monica Mason	10/2/2017
Carbconscious	78976462	3022156	11/29/2005	5	Monica Mason	11/26/2015
Cardio Funk	76516545	2872937		9	Dave Ellis	
Cardio Pop	76516547	2872939		9	Dave Ellis	
Cardio Rock	76516546	2872938		9	Dave Ellis	
Destress	78791444	3244164		10	Dave Ellis	
Destress	78791444	3244164		25	Dave Ellis	
Destress	76343577	2615264		28	Dave Ellis	
Eternal Energy	75369156	2286317	1999	5	Dave Ellis	
Fat Attack	74708112	2072515		5	Dave Ellis	
Fit Bag		3298428	9/25/2007	18	Monica Mason	9/25/2017
Get Hyperactive	78730807	3236133		25	Dave Ellis	CANCELLED
Healthfinder TV		2588691	7/2/2002	41	Monica Mason	7/2/2012
Hyper Active	76512170	2977376		14	Dave Ellis	
Hyperactive	76292547	2987706		5	Dave Ellis	CANCELLED
Hyperactive	76056398	2610418		30	Dave Ellis	CANCELLED
Hyperactive	76410206	3087936		32	Dave Ellis	
Metatrim	76226641	2640777	2002	5	Dave Ellis	
Metatrim	74725133	2073140	1997	5	Dave Ellis	
Metatrim		3073920	3/28/2006	5	Monica Mason	3/28/2016
Negative People Suck	77861161	3901764		25	Dave Ellis	
Personal Trainer DVD	76391199	2710239		9	Dave Ellis	
Personal Trainer Video	74455039	2793205	2003	9	Dave Ellis	
Private Session	74645601	2046447		9	Dave Ellis	
Private Session	74645601	2046447		25	Dave Ellis	
Private Session	74645601	206447		41	Dave Ellis	
Protein Sensations	76514719	3822187	2010	5	Dave Ellis	

TRADEMARKS

Trademark	Serial #	Registration #	Year	Class #	Person handling	Renewal Due
Redneck (Assigned)	76605272	3516827	2008	32	Dave Ellis	
Redneck Energy	78704627	3697160		32	Dave Ellis	
Smoothie Sensations	78129224	3088224		7	Robert W. Smith	
Smoothie Sensations	76312337	3085751		32	Robert W. Smith	
Smoothie Sensations	76310712	3080036		42	Robert W. Smith	
Sprintmaster	76421087	3142500	2006	28	Dave Ellis	
Target Training	74333676	1921542	1995	9	Dave Ellis	
Tony Little's	74380093	1836623	1994	9	Dave Ellis	
Tony Little's	74380093	1836623	1994	28	Dave Ellis	
Tony Little's Guiltless Entrees	76494083	2804552	1/13/2004	30	Dave Ellis	1/13/2014
You Can Do It!	77519960	3671757	8/25/2009	16	Monica Mason	8/25/2019
You Can Do It!	77519960	3671757	8/25/2009	25	Monica Mason	8/25/2019
You Can Do It!	77519960	3671757	8/25/2009	29	Monica Mason	8/25/2019
You Can Do It!	77519960	3671757	8/25/2009	32	Monica Mason	8/25/2019
You Can Do It!	78828155	3352142	2007	35	Dave Ellis	
You Can Do It!		3671757	8/25/2009	41	Monica Mason	8/25/2019
You Can Do It!	77519960	3671757		41	Monica Mason	
You Can Do It!	78828155	3352142	2007	41	Dave Ellis	

TRADEMARKS PENDING

Trademark	Application #	Class #	Class Description	Person handling	Date Filed	Status
Air Trac	85004876	25		Dave Ellis		
Air Trac	85059363	28		Dave Ellis		
Booty Call	85296450	25		Dave Ellis		
Carbconcious	85299112	29		Monica Mason	4/19/2011	4/24/12 - SOU Extension Granted
Cross Sport	76514718	25		Dave Ellis		
Guiltless Entrees	77569834	29		Dave Ellis		
Negative People Suck	77885518	35		Dave Ellis		
X Band	77942638	28		Dave Ellis		
Snuggle Foam	85605393	17	4/23/2012	Dave Ellis		
The Bob	85605320	10	4/23/2012	Dave Ellis		Registration #3236133, 3087936, 2610418, 2977376
Hyperactive	85605377	25	4/23/2012	Dave Ellis		