

## 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
	Chalene Johnson		08/03/2012	INDIVIDUAL: UNITED STATES
	Bret Johnson		08/03/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	Powder Blue Productions, LLC			
Street Address:	460 Goddard			
City:	Irvine			
State/Country:	CALIFORNIA			
Postal Code:	92618			
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	3673770	HIP HOP HUSTLE	
	Registration Number:	2978913	TURBO KICK	
	Registration Number:	4148099	PIYO STRENGTH	
	Serial Number:	85636203	TURBO WEAR	
CORRESPONDENCE DATA				
Fax Number:	8584583005			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	8584583000			
Email:	prosecutiondocketing@paulhastings.com			
Correspondent Name:	Ryan M. Enchelmayer			
Address Line 1:	P.O. Box 919092			
Address Line 4:	San Diego, CALIFORNIA 92191			
ATTORNEY DOCKET NUMBER:	77893.00002			

CH \$115.00 3673770

NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	08/03/2012
<b>Total Attachments: 5</b> source=Intellectual Property Assignment (signed)(72336914_1)#page1.tif source=Intellectual Property Assignment (signed)(72336914_1)#page2.tif source=Intellectual Property Assignment (signed)(72336914_1)#page3.tif source=Intellectual Property Assignment (signed)(72336914_1)#page4.tif source=Intellectual Property Assignment (signed)(72336914_1)#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment entered into as of August 3, 2012 (the "Effective Date") is between Chalene Johnson and Bret Johnson, individuals residing at the address of 460 Goddard, Irvine, CA 92653 ("Assignors") and Powder Blue Productions, LLC, a California limited liability company, at the address of 460 Goddard, Irvine CA, 92618 ("Assignee").

WHEREAS, Assignors have adopted and are the record owners of the trademarks, service marks, trade names, logos, business names, and other source identifiers used in connection with exercise programs and DVDs produced by or on behalf of Assignee that are listed on Schedule 1 (hereinafter referred to as the "Trademarks");

WHEREAS, Assignors and Assignee, and/or their respective employees, have prepared, created, or developed a line of exercise programs and DVDs known as Turbo Kick, PiYo and Hip Hop Hustle, certain websites with domain names registered to Assignee, certain social media accounts owned by Assignee and listed on Schedule 2, works of authorship, and other content related to such exercise programs, websites and social media accounts, confidential and/or proprietary information, trade secrets and know-how related to such exercise programs, websites, and social media accounts, in each case, that are used in the conduct of the business of the Assignee (collectively referred to as the "Works");

WHEREAS, Assignors desire to transfer Assignors' entire ownership in and to the Works, and any and all intellectual property rights in and to the Works, including all patent rights, copyrights, trade secret rights, moral rights, and other proprietary rights of any nature, and transfer the entire ownership in and to the Trademarks and all of the good will associated with the Trademarks, and any and all applications and registrations therefore, to Assignee;

WHEREAS, Assignee is desirous of acquiring Assignors' entire right, title, and interest in and to the Works and all intellectual property rights in and to the Works, Trademarks and all of the good will associated with the Trademarks, and any and all applications and registrations therefore (collectively referred to as the "IP");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid to Assignors by Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignors and Assignee, hereby agree as follows:

1. Assignors hereby sell, assign, transfer, and convey to Assignee, its successors, and assigns or other legal representatives, all of Assignors' right, title, and interest in and to the Trademarks and the applications for registration and registrations thereof, including any causes of actions relating to the Trademarks, including claims for damages, profits, and costs, both in equity and law for any infringement of the Trademarks occurring on or before the Effective Date, together with the good will of the business symbolized by the Trademarks.

2. Assignors hereby sell, assign, transfer, and convey to Assignee, its successors, and assigns or other legal representatives, all of Assignors' right, title, and interest in and to the Works, including Assignee's full rights to receive royalties in connection with the Works, to sue for and recover all profits and damages recoverable for the past infringement of said Works on or before the Effective Date, and the right to secure copyright registration(s) and/or issued patents in Assignee's name as claimant and/or owner and the right to secure renewals, reissues, and extensions of any such copyright(s), copyright registration(s), patent application(s), and issues patent(s), in the United States of America or any other country.

3. Assignee, in its sole discretion, shall determine whether copyright(s), patent(s) or

trademark(s) in the Works shall be preserved and maintained or registered or issued in the United States of America or any other country. Assignors agree to execute any documents that may be necessary to perfect Assignee's ownership of copyright(s), patent(s) and/or trademark(s) in the IP and the registration or issuance thereof, without further compensation by Assignee.

4. Assignors confirm that by this instrument Assignee and its successors and assigns shall own Assignors' entire right, title, and interest in and to the Works, including the right to reproduce; to prepare derivative works based upon the Works; to distribute by sale, rental, lease, or lending, or by other transfer of ownership; to perform publicly; and to display, whether or not the Works constitutes a "work made for hire" as defined in 17 U.S.C. Sections 101 and 201(b).

5. All terms of this Agreement are applicable to each portion or part of the Works, as well as to the Works in their entirety.

6. This Agreement is to be interpreted under the United States copyright, trademark and patent laws, and, to the extent applicable, under the laws of the State of California, without regard to conflicts of laws principles. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the federal courts located in the State of California, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

7. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the court shall first modify such provision or part of such provision so as to make it enforceable to the maximum extent permitted by law, consistent with the parties' intent. Only if the court cannot so modify such provision, shall such invalid or unenforceable provision be severed and stricken from this Agreement and such invalidity or unenforceability shall in no way render invalid or unenforceable any other part of such provision or any separate provision not declared invalid or unenforceable; and this Agreement shall in such case be construed as if the invalid or unenforceable provision were omitted.

(Signature page follows)

IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment to be executed by their duly authorized representatives.

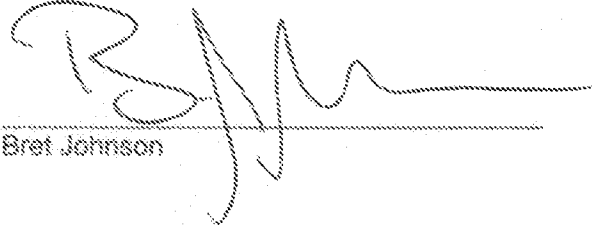
Assignors: Chalene Johnson

DATE: August 3, 2012

  
Chalene Johnson

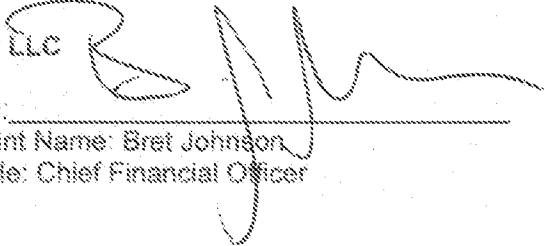
Assignors: Bret Johnson

DATE: August 3, 2012

  
Bret Johnson

Assignee: Powder Blue Productions, LLC

DATE: August 3, 2012

By:   
Print Name: Bret Johnson  
Title: Chief Financial Officer

Schedule 1

Registered Trademarks

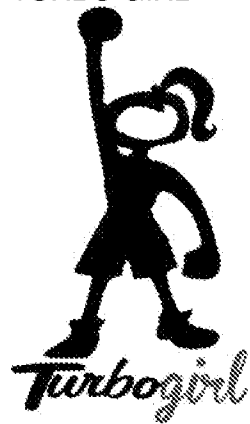
HIP HOP HUSTLE	Reg. No. 3673770
TURBO KICK and Design	Reg. No. 2978913
PIYO STRENGTH	Reg. No. 4148099

Pending Trademark Application

TURBO WEAR	Application No. 85636203
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Common Law Trademarks

TURBO SCULPT  
TURBO KICK  
PIYO  
TURBO GIRL



Schedule 2

Social Media Accounts

Powder Blue Productions Facebook page - <https://www.facebook.com/turbokick>

Camp Do More 2011 Facebook group - <https://www.facebook.com/groups/campdomore2011/>

Camp Turbo Kick 2009 Facebook group - <https://www.facebook.com/groups/104113481140/>

Turbo Diet Tips and Motivation Facebook group -  
<https://www.facebook.com/groups/11926734995/>

@PowderBlue11 Twitter account

Powder Blue, TurboKick, Hip Hop Hustle and PIYO YouTube videos (Note that the Chalene Johnson YouTube channel and everything else in such channel is excluded and is not included as part of the "Works").