

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
Pure Barre IP, LLC		10/11/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PB Holdco, LLC		
Street Address:	100 Dunbar Street		
Internal Address:	c/o WJ Partners, LLC		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29306		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3553370	PURE BARRE	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-368-4000		
Email:	mary.wysocki@dlapiper.com		
Correspondent Name:	Jennifer Lacroix		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	382873-1		
NAME OF SUBMITTER:	Jennifer Lacroix		
Signature:	/Jennifer Lacroix/		

CH \$40.00 3553370

Date:

10/23/2012

Total Attachments: 5

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IP ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

This **IP ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT** (“Agreement”), made and entered into as of October 11, 2012 (the “Effective Date”), is by and between PB Holdco, LLC, a Delaware limited liability company (“Assignee”), and Pure Barre Franchising, LLC, a California limited liability company (“PB Franchising”), Pure Barre IP, LLC, a California limited liability company (“PB IP”), and Pure Barre Product, LLC, a California limited liability company (“PB Product” and collectively with PB Franchising and PB IP, the “Assignors” and each, individually, a “Assignor”). Each of Assignee and Assignors may be referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties have entered into that certain Contribution and Asset Purchase Agreement dated as of October 11, 2012, and all capitalized terms not otherwise defined herein are used as defined in that certain Contribution and Asset Purchase Agreement;

WHEREAS, pursuant to the terms of that certain Contribution and Asset Purchase Agreement, Assignors have agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept all of Assignors’ right, title and interest in, to and under the Intellectual Property Rights, including without limitation the trademarks and domain names listed on **Schedule A** attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

(a) Assignors do hereby sell, contribute, assign, and transfer to Assignee all their worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Rights, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Rights, and to file any and all subsequent applications based on the Intellectual Property Rights including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

(b) Assignors hereby authorize and request the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors,

assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made

2. **Further Assurances.**

(a) Assignors shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Rights as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Rights to Assignee.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Rights, Assignors agree, within ten (10) business days of the Effective Date of this Agreement, to take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. This may include, but is not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names. Assignor agrees to retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. **Representations and Warranties.** Assignors represent and warrant that they hold all interests in and to the Intellectual Property Rights free and clear of all claims, liens and encumbrances other than the rights of Assignee, and that the Intellectual Property Rights have not been transferred, in whole or in part, to any other person or pledged as collateral or otherwise encumbered. Assignors further represent and warrant that Assignors have full power and authority to enter into this Agreement and undertake the obligations set forth herein, and that the signature affixed to the Agreement and any ancillary documents is duly authorized.

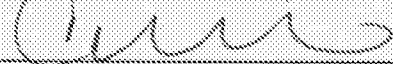
4. **Execution.** This Agreement may be executed by each of the Parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single document.

5. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.


IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement as of the Effective Date.

ASSIGNORS:


PURE BARRE FRANCHISING, LLC

By: 
Name: Cassie Darr
Title: CEO

PURE BARRE IP, LLC

By: 
Name: Cassie Darr
Title: CEO

PURE BARRE PRODUCT, LLC

By: 
Name: Cassie Darr
Title: CEO

ASSIGNEE:

PB HOLDCO, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement as of the Effective Date.

ASSIGNORS:

PURE BARRE FRANCHISING, LLC

By: _____
Name: _____
Title: _____

PURE BARRE IP, LLC

By: _____
Name: _____
Title: _____

PURE BARRE PRODUCT, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

PB HOLDCO, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

1. Trademarks

U.S. TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
PURE BARRE	3,553,370 (Serial No. 77-458,033)	December 30, 2008

2. Domain Names

DOMAIN NAME	REGISTRATION DATE	EXPIRATION DATE
PUREBARRE.COM	Renewed 7/9/2011	7/9/2111