

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mr. Tony Little		03/12/2013	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Positive Lifestyle International, LLC
Street Address:	1511 N. Westshore Blvd.
Internal Address:	Suite 700
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4231536	SHOES WITH BENEFITS
Registration Number:	4215672	STRETCH-N-FLEX
Serial Number:	85605393	SNUGGLE FOAM
Serial Number:	85605320	THE BOB

**CORRESPONDENCE DATA**

Fax Number: 8133842817  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 813-222-2021  
 Email: mmason@fowlerwhite.com  
 Correspondent Name: Monica Mason, Esq./Fowler White Boggs PA  
 Address Line 1: 501 E. Kennedy Blvd.  
 Address Line 2: Suite 1700  
 Address Line 4: Tampa, FLORIDA 33602

<b>ATTORNEY DOCKET NUMBER:</b>	PLI	<b>TRADEMARK</b>
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CH \$115.00 4231536

NAME OF SUBMITTER:	Monica B. Mason, Esq.
Signature:	/monica b. mason/
Date:	04/03/2013
<b>Total Attachments: 5</b> source=TONY LITTLE TRADEMARK ASSIGNMENT AGREEMENT#page1.tif source=TONY LITTLE TRADEMARK ASSIGNMENT AGREEMENT#page2.tif source=TONY LITTLE TRADEMARK ASSIGNMENT AGREEMENT#page3.tif source=TONY LITTLE TRADEMARK ASSIGNMENT AGREEMENT#page4.tif source=TONY LITTLE TRADEMARK ASSIGNMENT AGREEMENT#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

By this ASSIGNMENT TONY LITTLE, an individual resident of the State of Florida, located and doing business at 11880 28<sup>th</sup> Street North, St. Petersburg, Florida 33716, United States of America ("*Assignor*") hereby sells, assigns, transfers, and sets over, unto POSITIVE LIFESTYLE INTERNATIONAL, LLC, a Florida limited liability company ("*Assignee*"), absolutely with full title guarantee all of Assignor's worldwide rights, title, and interest in and to the trademarks and service marks set forth in Schedule A attached hereto and incorporated herein, including all foreign and domestic trademarks, all foreign and domestic pending applications and all foreign and domestic issued registrations as listed in Schedule A (hereafter, collectively referred to as the "Trademarks") specifically including but not limited to Assignor's worldwide rights in and to the Trademarks, of which Assignor is the owner, along with the goodwill of the business symbolized by the Trademarks, and all business of the Assignor relating thereto, which business is ongoing and existing and has not been abandoned, and all legal rights and immunities, howsoever derived, attaching thereto in each case free from all liens, charges and encumbrances and including, without limitation:

(1) the right to bring and maintain any action worldwide for any and all claims, demands, and causes of action for past infringement of the Trademarks, including the right to recover damages, fees and other remedies worldwide of every kind recoverable at law or in equity or otherwise, for any and every infringement of such Trademarks; and

(2) the right to apply for, prosecute and obtain trademark registrations worldwide, or similar rights of protection, for the Trademarks and the goodwill associated with the Trademarks, including the right to claim priority from any application relating to the Trademarks.

Assignor agrees that Assignee may record this Trademark Assignment Agreement in any trademark office worldwide, where it will be open for public inspection.

This Assignment is subject to and with the benefit of the "Purchase And Contribution Agreement by and among Health International Corporation, Cheeks Footwear International, LLC, Tonylittle.com, Inc., Tony Little, L<sup>2</sup>Z, LLC And Positive Lifestyle International, LLC Effective As Of August 31, 2012", entered into between Assignor and Assignee, and receipt and sufficiency of good and valuable consideration is hereby acknowledged by Assignor.

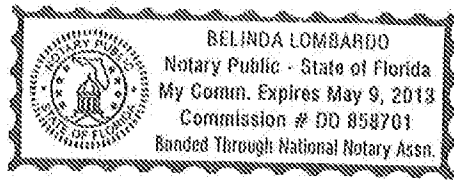
TONY LITTLE ("Assignor")

By: [Signature] Date: March 12, 2013  
Name: Tony Little

The preceding Assignment was acknowledged before me this 12th day of ~~12th~~ March, 2013, by Tony Little.

Belinda Lombardo  
Notary Public

My Commission Expires: May 9, 2013



POSITIVE LIFESTYLE INTERNATIONAL, LLC ("ASSIGNEE")

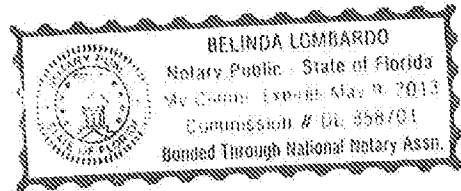
By: [Signature]  
Name: Tyler Lasher  
Title: President

Date: March 12, 2013.

The preceding Assignment was acknowledged before me this 12th day of ~~12th~~ March, 2013, by Tyler Lasher.

Belinda Lombardo  
Notary Public

My Commission Expires: May 9, 2013



**SCHEDULE A**

TONY LITTLE

TRADEMARK STATUS CHART

November 5, 2012

U.S. TRADEMARK REGISTRATIONS

U.S. Mark	Registration No.	Class	Status	Attorney of Record
SHOES WITH BENEFITS	4,231,536	IC: 025	Registered – 10/23/2012	David R. Ellis
STRETCH-N-FLEX	4,215,672	IC: 025	Registered 01/11/2011 01/11/2017 – Affidavit of Continued Use Due 1/11/2021 – Renewal Due	David R. Ellis

\*denotes International Class

TONY LITTLE

TRADEMARK STATUS CHART

November 5, 2012

U.S. TRADEMARK APPLICATIONS

\*denotes International Class

U.S. Mark	Application No.	Class	Status	Attorney of Record
SNUGGLE FOAM	85/605,393	IC: 017	Filed: 04/23/2012 09/18/2012 – Published for Opposition	David R. Ellis
THE BOB	85/605,320	IC: 010	Filed: 04/23/2012 10/16/2012 – Published for Opposition	David R. Ellis