

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
SPAD HOLDINGS, LLC		01/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TW HOLDINGS, INC.		
Street Address:	4530 E. Thousand Oaks Bl.		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2519313	TOTAL WOMAN	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-203-8080		
Email:	TrademarkDocket@JMBM.com		
Correspondent Name:	JEFFER MANGELS BUTLER & MITCHELL LLP		
Address Line 1:	1900 Avenue of the Stars, 7th Flr.		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4308		
ATTORNEY DOCKET NUMBER:	[68924-0001] BRG		
NAME OF SUBMITTER:	Bernard R. Gans, Esq.		
Signature:	/Bernard R. Gans, Esq./		

Date:

04/08/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AND ACCEPTANCE AGREEMENT

This Intellectual Property Assignment and Acceptance Agreement (this "AGREEMENT") is made and entered into as of January 1, 2013 by and between:

(1) SPAD HOLDINGS, LLC
a California limited liability company
4530 E. Thousand Oaks Boulevard
Westlake Village, CA 91362 (the "ASSIGNOR");

and

(2) TW HOLDINGS, INC.
a California corporation
4530 E. Thousand Oaks Boulevard
Westlake Village, CA 91362 (the "ASSIGNEE").

with reference to the following:

RECITALS

1. ASSIGNOR has created, developed, and/or acquired certain rights with respect to the business being conducted as Total Woman Gym & Day Spa (the "BUSINESS"), which includes intellectual property rights and certain tangible property embodying such intellectual property rights.

2. ASSIGNOR desires to assign, transfer, and convey to ASSIGNEE, and ASSIGNEE desires to accept, all right, title, and interest in and to all intellectual property owned, possessed, licensed or used by ASSIGNOR related to the BUSINESS, and all tangible property (including documents and electronic media) embodying the intellectual property.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed:

1. INTELLECTUAL PROPERTY

a. "IP" is defined as all intellectual property owned, possessed, licensed, and/or used by ASSIGNOR related to the BUSINESS recognized under common law, state law, federal law, or foreign law, including but not limited to all "Patents" (hereinafter defined), all "Marks" (hereinafter defined), all "Copyrights" (hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

b. "Patents" is defined to include all concepts, ideas, discoveries, designs, inventions (whether patentable or not), techniques, all U.S. and foreign patent applications, all U.S. and foreign patents, utility models, and inventor's certificates.

c. "Marks" is defined to include all words, names, logos, symbols, trade names, corporate names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to the items listed on Schedule A.

d. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, including but not limited to the copyrights in ASSIGNOR's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material, and products (whether developed or in development), moral rights, and artist rights.

e. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, customer lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how.

f. "Related Rights" is defined as

(i) All goodwill of the business symbolized by the Marks:

(ii) All rights and causes of action to enforce the rights associated with each item of IP in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of IP in all relevant jurisdictions.

(iii) All agreements transferring or licensing intellectual property to and/or from ASSIGNOR..

(iv) All tangible property embodying or bearing any item of IP.

2. ASSIGNMENT OF IP

ASSIGNOR hereby assigns, transfers and delivers, grants, sells, and conveys to ASSIGNEE all rights, title, and interest in the IP, and shall defend ASSIGNOR against every person claiming an interest in the IP by or through ASSIGNOR.

3. FURTHER ASSURANCES

At ASSIGNEE's request, ASSIGNOR will acknowledge, execute, and deliver any documents or instruments, and do any other lawful act, at ASSIGNEE's expense, to further the purposes of this AGREEMENT, and to assist ASSIGNEE in the perfection, registration, protection, enforcement, and exploitation of the IP.

4. ASSIGNEE'S ACCEPTANCE

ASSIGNEE hereby accepts the assignment of the IP.

5. MISCELLANEOUS PROVISIONS

a. Counterparts. The parties may execute this AGREEMENT in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

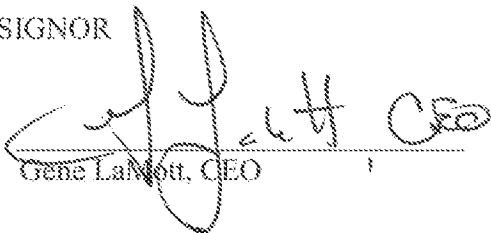
b. Choice of Law, Jurisdiction, and Venue. The parties have entered into the AGREEMENT in the State of California and agree that the laws of the State of California govern this AGREEMENT and all questions with respect to this AGREEMENT, its interpretation and the rights and liabilities of the parties. The parties agree that the proper venue for disputes between the parties shall be the state or federal courts located in Los Angeles County, and the parties irrevocably submit to the exclusive jurisdiction and personal jurisdiction of such courts and service of process through the appropriate state or federal court located in such county.

c. Severability. If any provision of this AGREEMENT or the application of this AGREEMENT to any party or circumstances shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been part of this AGREEMENT. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this AGREEMENT a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

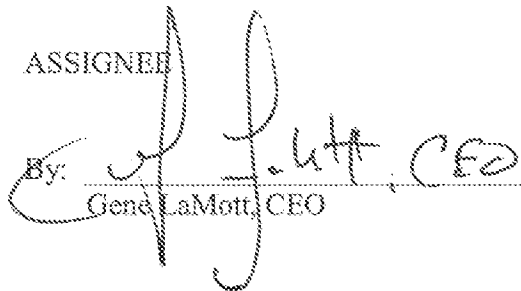
d. Entire Agreement. This AGREEMENT represents and constitutes the entire understanding and AGREEMENT between the parties respecting the assignment of the IP to ASSIGNEE. No modification of or amendment to the AGREEMENT, nor any waiver of any rights under this AGREEMENT, shall be effective unless in writing signed by the party to be bound.

e. Assignability and Binding Effect. This AGREEMENT shall bind and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, licensees, and assigns. The ASSIGNEE may assign, license or delegate any of its rights or obligations hereunder, in whole or in part, at any time and from time to time, and any such ASSIGNEE, licensee or delegate similarly may do so.

ASSIGNOR

By:  CEO
Gene LaMott, CEO

ASSIGNEE

By:  CEO
Gene LaMott, CEO

Schedule A

The mark TOTAL WOMAN and U.S. Registration No. 2,519,313.