

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
PIU Holdings, LLC		07/05/2008	LIMITED LIABILITY COMPANY: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	PIU Management, LLC
<b>Street Address:</b>	1860 W University Drive
<b>Internal Address:</b>	Suite 108
<b>City:</b>	Tempe
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85281
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85410059	PUMP IT UP IMAGINASIUUM WHERE YOUR IMAGIN
Serial Number:	85410055	PUMP IT UP IMAGINASIUUM
Registration Number:	3924713	PUMPSTART
Registration Number:	3924710	JUMP-N-ART

**CORRESPONDENCE DATA**

Fax Number: 7755425378  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 480-371-1209  
 Email: legal@fun-brands.com  
 Correspondent Name: Kim Martin  
 Address Line 1: 1860 W University Drive  
 Address Line 2: Suite 108  
 Address Line 4: Tempe, ARIZONA 85281

OP \$115.00 85410059

NAME OF SUBMITTER:	Kim Martin
Signature:	/Kim Martin/
Date:	04/16/2013
<b>Total Attachments: 5</b> source=PIU Mgt PIU Holdings Contribution Agreement_executed#page1.tif source=PIU Mgt PIU Holdings Contribution Agreement_executed#page2.tif source=PIU Mgt PIU Holdings Contribution Agreement_executed#page3.tif source=PIU Mgt PIU Holdings Contribution Agreement_executed#page4.tif source=PIU Mgt PIU Holdings Contribution Agreement_executed#page5.tif	

**CONTRIBUTION, ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This Contribution, Assignment and Assumption Agreement (as amended, restated, supplemented or otherwise modified, this "Agreement") dated as of July 5, 2008, is made and entered into by and between PIU Management, LLC, a California limited liability company ("Management"), and its wholly-owned subsidiary, PIU Holdings, LLC, a Delaware limited liability company ("Holdings").

W I T N E S S E T H

**WHEREAS**, pursuant to the PIU Holdings, LLC Operating Agreement, dated June 25, 2008 between Management and Holdings, Management created Holdings as a wholly owned subsidiary.

**WHEREAS**, Management now desires to contribute and assign to Holdings, and Holdings now desires to accept and assume from the Management, the assets associated with the Pump It Up business as shown in Schedule I (collectively, the "Contributed Assets"), on the terms and conditions set forth in this Agreement. ;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Contribution and Assignment. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Management does hereby sell, assign, transfer, convey, contribute and deliver all of its right, title and interest in, to or under the Contributed Property, and all proceeds and products of the foregoing.

Section 2. Assumption of Liabilities. Holdings hereby assumes and agrees to pay, perform and discharge when due all accrued liabilities (through and including the date hereof) relating to the Contributed Property (collectively, the "Liabilities").

Section 3. No Prohibited Transfer or Assumption. Notwithstanding any other provisions in this Agreement to the contrary, nothing herein shall be deemed to transfer any Contributed Property or assume any Liabilities which by their terms or operation of law cannot be transferred or assumed, or assumption of which hereunder is ineffective or void; provided, however, that Management shall hold any such Contributed Property in trust for the use and benefit of Holdings (at the expense of Holdings) and shall retain any such Liability for the account of Holdings (at the expense of Holdings) and take such other action as may be reasonably requested by Holdings in order to place Holdings, insofar as reasonably possible, in the same position as would have existed had such Contributed Property been transferred or such Liability been assumed hereunder. As and when such Contributed Property in trust becomes transferable or Liability becomes assumable, such transfer or assumption, as the case may be, shall be deemed to immediately occur without any other action being taken by Management, Holdings, or any other person or entity.

Section 4. Representations and Warranties. Management hereby represents and warrants:

(a) that it owns good and valid title to the Contributed Property and such Contributed Property is free and clear of any liens, restrictions, claims, equities, charges, options, rights of first refusal or encumbrances, with no defects of title whatsoever; and

(b) that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Section 5. Miscellaneous.

(a) Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(b) Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

(c) Amendment. This Agreement shall not be modified or amended unless confirmed in writing and signed by all parties to this Agreement.

(d) No Assignment. The rights and obligations of the parties hereunder may not be assigned without the prior written consent of the other party.

(e) No Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

(f) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any person or under any circumstances, shall be invalid or unenforceable to any extent under applicable law, and the extent of such invalidity or unenforceability does not destroy the basis for the bargain between the parties expressed herein, then such provision shall be deemed severed from this Agreement with respect to such person or entity or such circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall to the extent possible accomplish the intent of the parties hereto as evidenced by the provision so severed.

(g) Further Assurances. The parties hereto agree to promptly and duly execute and deliver to each other such further documents and assurances and to take such further actions as are necessary, desirable or reasonably requested in order to carry out effectively the intent and purpose of this Agreement.

(h) Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by either party to the other (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, as follows:

Management:

PIU Management, LLC

Attn: Gordon Keil

1860 West University Drive

Suite 108

Tempe, AZ, 85281

Holdings:

PIU Holdings, LLC

Attn: Gordon Keil

1860 West University Drive

Suite 108

Tempe, AZ, 85281

Notice given by personal delivery or mail shall be effective upon actual receipt. Either party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.


(i) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which, together, shall constitute one and the same instrument.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution, Assignment and Assumption Agreement as of the date first written above.

**PIU MANAGEMENT, LLC**

By:   
Name: Nelson E. Matthews Jr.  
Title: Chairman

**PIU HOLDINGS, LLC**

By:   
Name: Nelson E. Matthews Jr.  
Title: Chairman

## **SCHEDULE I**

### Contributed Assets

All Franchise contracts and disclosure documents

All Pump It Up specific vendor contracts (Need list)

PIU Management Operating Checking account

PIU Management Marketing Fund checking account

Other franchise specific assets other than trademarks