

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
Fitness Quest Inc.		05/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sports Management International, Inc.		
Street Address:	3650 Ventura Canyon Avenue		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77866889	NEW YOU NEXT WEEK	
CORRESPONDENCE DATA			
Fax Number:	3106079772		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3103437200		
Email:	cloza@admedialaw.com		
Correspondent Name:	Manhattan Advertising & Media Law		
Address Line 1:	237 California Street		
Address Line 4:	El Segundo, CALIFORNIA 90245		
ATTORNEY DOCKET NUMBER:	NEW YOU NEXT WEEK		
NAME OF SUBMITTER:	Christina S. Loza		
Signature:	/christina s. loza/		
Date:	04/24/2013		
Total Attachments: 3 source=MAML-278_Executed_Assignment#page1.tif source=MAML-278_Executed_Assignment#page2.tif source=MAML-278_Executed_Assignment#page3.tif			

OP \$40.00 77866889

Exhibit A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 25, 2012 (the "Effective Date") between Sports Management International, Inc. a corporation having a principal place of business at 3650 Ventura Canyon Avenue, Sherman Oaks, CA 91423 ("Assignee") and Fitness Quest Inc., a Delaware corporation, having its principal place of business at 1400 Raff Road, SW, Canton, Ohio 44750 ("Assignor").

WITNESSETH

WHEREAS, Assignee is interested in acquiring Assignor's pending federal and common law trademark, identified on *Schedule A* attached hereto ("Trademark"); and

WHEREAS, Assignor has adopted, used and acquired certain rights in the Trademark and generated goodwill with respect to such Trademark; and

WHEREAS, Assignor desires to transfer, and Assignee desires to own, all right, title and interest in and to the Trademark including the goodwill associated with such Trademark.

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

1. Assignment. Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark together with the good will of the business symbolized by said Trademark, and the right, title, and interest in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Trademark, and in and to all rights corresponding to the foregoing throughout the world.
2. Purchase Price. Assignee has paid Assignor good and valuable consideration in the amount of \$1.00 USD, the receipt of which is hereby acknowledged.
3. Goodwill. Assignor acknowledges and agrees that nothing in this Agreement shall be construed or implied that less than the entire goodwill associated with the Trademark is transferred to Assignee.
4. Binding on Successors and Assigns. Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
5. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. Any amendment, modification, or supplement to this Agreement shall be in writing and signed by both parties.

6. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

7. Choice of Law. This Agreement shall be governed by the internal laws of the state of Ohio. Exclusive forum, jurisdiction, and venue shall reside only in the appropriate courts of Northeast Ohio or Stark County, Ohio.

In witness whereof, the parties have executed this Trademark Assignment Agreement, effective the day first written above.

Fitness Quest Inc.

F. Jelli  
[signature]

Frank Jellison  
[print name]

CEO  
[title]

Sports Management International, Inc.

Don Isaacson  
[signature]

Don Isaacson  
[print name]

President  
[title]

SCHEDULE A

**FEDERAL TRADEMARK REGISTRATION:**

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
New You Next Week	77/866,889	November 6, 2009