

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Trimfit Inc.		06/18/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Trimfit Global Inc.
Street Address:	c/o L'Amour Inc., 55 Louvain Street W.
Internal Address:	Suite 200
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2N 1A4
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	0753378	TRIMFIT
Registration Number:	3821319	TRIMFIT KIDS
Serial Number:	85865988	TRIMFIT

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2127986915
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212 326 0831
Email:	jalbrink@pryorcashman.com
Correspondent Name:	Teresa Lee
Address Line 1:	7 Times Square c/o Pryor Cashman LLP
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	13583.00001
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DOMESTIC REPRESENTATIVE	<b>TRADEMARK</b>
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Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Teresa Lee
Signature:	/tlee/
Date:	06/26/2013

Total Attachments: 4  
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## ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of June 19, 2013 by and between Trimfit Inc., a Delaware corporation with an address at 501 Cambria Avenue, Suite 160, Bensalem, PA 19020 ("Assignor"), on the one hand, and Trimfit Global Inc., a Delaware corporation with an address at c/o L'Amour Inc., 55 Louvain Street W., Suite 200, Montreal, Quebec H2N 1A4, Canada ("Assignee"), on the other hand.

**WHEREAS**, Assignor owns the trademark registrations and applications for the marks set forth on Schedule A attached hereto (the "Marks");

**WHEREAS**, Assignor and Assignee are parties to a certain Purchase Contract dated June 5, 2013 (the "Purchase Contract") under which the Assignor is selling Business Assets (as defined therein) to Assignee, which Business Assets include the Marks;

**WHEREAS**, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Marks, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Marks to any third party, subject in all cases to the terms and provisions of the Purchase Contract, which terms and provisions, to the extent inconsistent with this Assignment, supercede the provisions hereof.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.


Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR:

TRIMFIT INC.

By:   
Name: *Martin James*  
Title: *President*

ASSIGNEE:

TRIMFIT GLOBAL INC.

By: \_\_\_\_\_  
Name:  
Title:

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

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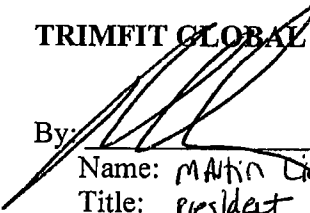
**ASSIGNOR:**

**TRIMFIT INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**TRIMFIT GLOBAL INC.**

By:  \_\_\_\_\_  
Name: *Martin Lieberman*  
Title: *President*

**SCHEDULE A**

Marks

UNITED STATES			
Reg. / Appl. No.	Mark	Classes	Registration / Filing Date
753,378	TRIMFIT	25	Registered July 23, 1963
3,821,319	TRIMFIT KIDS	25	Registered July 20, 2010
85/865,988	TRIMFIT	25	Filed March 4, 2013

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