

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FitDeck, Inc.		06/09/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Implus Footcare, LLC		
Street Address:	2001 TW Alexander Drive, Suite 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2921727	FITDECK	
Registration Number:	4072810	FITDECK	
CORRESPONDENCE DATA			
Fax Number:	7038362021		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J. Maynard		
Address Line 1:	PO Box 1404		
Address Line 2:	Buchanan Ingersoll & Rooney PC		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Bryce J. Maynard		
SIGNATURE:	/Bryce J. Maynard/		
DATE SIGNED:	06/17/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is entered into and effective as of the last date of execution by and between **FitDeck, Inc.** a California corporation located at 7081 Weller Street, San Diego, California 92122 (hereinafter referred to as "*Assignor*"); and **Implus Footcare, LLC**, a Delaware limited liability company located at 2001 T.W. Alexander Drive, Suite 13925, Durham, North Carolina 27709 (hereinafter referred to as "*Assignee*");

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. and foreign trademarks and service marks and the registrations therefor listed in Exhibit A (hereinafter referred to as the "*Marks*");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated June 9, 2014 (hereinafter referred to as the "*Agreement*") pursuant to which Assignor has agreed to assign the Marks, and all rights associated with the Marks, to Assignee;

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

1. This Assignment covers (a) the Marks; (b) the goodwill associated with the Marks; (c) all common law rights in the Marks; and (d) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (hereinafter collectively referred to as the "*Assigned Trademark Rights*").

2. Assignor, as owner, hereby sells, assigns, transfers, and sets over unto the Assignee, Assignor's entire right, title, and interest in and to the Assigned Trademark Rights, together with the goodwill associated therewith.

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

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Assignee and Assignor agree to execute any further consents, agreements, or other documents which may be necessary and/or appropriate to record or effectuate the assignment of the Assigned Trademark Rights with any governmental entity, or otherwise carry out the terms and intent of this Agreement.

6. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

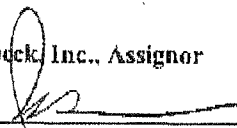
[Separate Signature Page Follows]

*Signature Page to Trademark Assignment between
Implus Footcare, LLC and FitDeck, Inc.*

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

FitDeck, Inc., Assignor

By: _____


Philip A. Black
President and Chief Executive Officer

Date: _____

Implus Footcare, LLC, Assignee

By: _____

Seth Richards
Chief Executive Officer

Date: _____

*Signature Page to Trademark Assignment between
Implus Footcare, LLC and FitDeck, Inc.*

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

FitDeck, Inc., Assignor

By: _____
Philip A. Black
President and Chief Executive Officer

Date: _____

Implus Footcare, LLC, Assignee

By:  _____
Seth Richards
Chief Executive Officer

Date: 6/9/14

EXHIBIT A

Hit No.	Mark	Country	Status/Reg. No.	Class	Goods and Services	Owner Name
US-1	FITDECK	US	Registered Reg. No. 2,921,727	9	INT. CL. 9 DOWNLOADABLE CARD GAME SOFTWARE PROGRAMS PROVIDING FITNESS AND EXERCISE First Used: JUN-2008 (IC 09) In Commerce: JUN-2008	FITDECK, INC.
US-2	FITDECK	US	Registered Reg. No. 4,072,810	28	INT. CL. 28 CARD GAMES PROVIDING FITNESS AND EXERCISE First Used: MAY-2004 (IC 28) In Commerce: JUL-2004	FITDECK, INC.
CA-1	FITDECK	Canada	Registered Reg. No. TMA812,599	9	(1) Downloadable card games providing fitness and exercise. (2) Card games providing fitness and exercise.	FITDECK, INC.
AU-1	FITDECK	Australia	Registered Reg. No. 1,384,983	9 28	09 Downloadable card games providing fitness and exercise 28 Card games providing fitness and exercise	FITDECK, INC.

EM-1	FITDECK	Community Trademarks	Registered Reg. 009393398	9 28 No.	<p>09 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; downloadable card games providing fitness and exercise.</p> <p>28 Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; card games providing fitness and exercise.</p>	FITDECK, INC.
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