

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
Worldstar Fitness, LLC		09/01/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wally Boyko Productions, Inc.		
Street Address:	P.O. Box 2490		
City:	White City		
State/Country:	OREGON		
Postal Code:	97503		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78502323	MISS TEEN FITNESS	
CORRESPONDENCE DATA			
Fax Number:	(212)850-6299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-850-6109		
Email:	rpenchina@lskslaw.com		
Correspondent Name:	Robert Penchina		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1160		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Robert Penchina		
Signature:	/robert penchina/		
Date:	09/27/2006		

OP \$40.00 78502323

Total Attachments: 1
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EXHIBIT C

ASSIGNMENT

WHEREAS, Worldstar Fitness, LLC organized and existing under the laws of the State of New Jersey, with its principle place of business at 184 Columbia Turnpike, Suite 234, Florham Park, New Jersey 07932 ("Worldstar"), has used the following Trademarks:
(a) Applied for Mark: MISS TEEN FITNESS, Application No. 78/502,323, for use in connection with entertainment services, namely presentation of pageants and contests
(b) Common Law Mark: MISS PRETEEN FITNESS, for use in connection with entertainment services, namely presentation of pageants and contests; and

WHEREAS, Wally Boyko Productions, Inc. organized and existing under the laws of the State of California, with its principle place of business in White City, Oregon ("WBP") is desirous of acquiring any and all rights that Worldstar may have throughout the world in and to the Trademarks and the applications therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present or future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Worldstar does hereby assign unto WBP all of Worldstar's rights, title and interest in and to the Trademarks identified above, and the application for registration therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present and future infringements thereof.

Worldstar agrees to execute and deliver at the request of WBP, all papers, instruments, and assignments, and to perform any other reasonable acts WBP may require in order to vest all of Worldstar's rights, title and interest in and to the Trademarks to WBP and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Worldstar.

IN WITNESS WHEREOF, Worldstar has caused this Agreement to be executed by its duly authorized agent.

WORLDSTAR FITNESS, LLC

By: Joseph P. Palesano

Name: JOSEPH P. PALESANO

Title: AUTHORIZED SIGNATORY

Date: Sept 1, 2006