

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Thinkfit, LLC (California)		08/17/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Footsweep Investments Holding Corp.		
<b>Street Address:</b>	680 Junipero Serra Blvd		
<b>City:</b>	Stanford		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94305		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2099494	THINKFIT	
<b>Registration Number:</b>	2044383	SMART BELLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)298-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6502989600		
<b>Email:</b>	jim@thinkfit.com		
<b>Correspondent Name:</b>	James Phills		
<b>Address Line 1:</b>	303 Convention Way, Unit 3		
<b>Address Line 4:</b>	Redwood City, CALIFORNIA 94063		
<b>NAME OF SUBMITTER:</b>	James Phills		
<b>Signature:</b>	/James Phills/		
<b>Date:</b>	05/31/2010		
Total Attachments: 5			

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## **Strict Foreclosure, Asset Transfer and Release Agreement**

This Strict Foreclosure, Asset Transfer and Release Agreement (the "**Agreement**") is entered into by and between Footsweep Investments Holding Corp., a California corporation ("**FS Corp**") and Thinkfit LLC, a California limited liability company ("**Thinkfit**") as of the date of the last signature below (the "Effective Date").

### **Whereas**

In February 2007, Thinkfit entered into that certain Line of Credit Agreement dated as of February 20, 2007 by and between Thinkfit and Walter J. Sousa and Karin R. Sousa as Trustees of The Sousa Family Trust dated December 27, 2006 (such trust, the "**Trust**" and such agreement, the "**Line of Credit Agreement**"); and

In connection therewith, Thinkfit issued that certain Secured Promissory Note dated as of February 20, 2007 to the Trust (the "**Note**") and the Trust loaned Thinkfit \$750,000 pursuant to the Note; and

In order to secure Thinkfit's obligations under the Note, Thinkfit and the Trust entered into that certain Security Agreement dated as of February 20, 2007 by and between them (the "**Security Agreement**"); and

Pursuant to the Security Agreement, Thinkfit granted to the Trust a first priority security interest in substantially all of the assets of Thinkfit as described more fully in the Security Agreement (the "**Collateral**"); and

Pursuant to that certain Purchase and Assignment Agreement by and between FS Corp and the Trust dated as of June 29, 2009 (the "**Asset Purchase Agreement**"), FS Corp purchased the Note from the Trust and took assignment of the Security Agreement together with all of the Trust's right, title and interest in and to the Collateral arising thereunder; and

The outstanding principal and interest under the Note was due and payable on February 19, 2009 and the Trust so notified Thinkfit, by letter dated March 20, 2009; and

Thinkfit has made no payment of principal or interest to the Trust or to FS Corp, thus defaulting on Sections 2 and 6(a) of the Note and Section 6.2 of the Security Agreement; and

As of the close of business on July 15, 2009, the aggregate outstanding principal and accrued interest owing pursuant to the Note was \$858,000 (the "**Indebtedness**"); and

Due to Thinkfit's default, FS Corp has the right to exercise all rights and remedies applicable following an event of default pursuant to the Note, the Security Agreement, the California Uniform Commercial Code (the "**CA UCC**") and other applicable law, including the right to take possession of and liquidate the Collateral and to recover the costs of collection, including reasonable attorneys fees, from Thinkfit; and

Thinkfit wishes to transfer, convey, assign and surrender to FS Corp all of Thinkfit's possession, right, title and interest in the Collateral, free and clear of all liens, claims, interests and encumbrances, in complete satisfaction of the Indebtedness as provided in Section 9620 of the CA UCC and subject to the provisions set forth more fully below; and

FS Corp wishes to accept Thinkfit's transfer of the Collateral in complete satisfaction of the Indebtedness as provided in Section 9620 of the CA UCC and subject to the provisions set forth more fully below.

**Now Therefore**, in furtherance of the foregoing and upon due consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### **1. Recitals Incorporated**

The recitals and prefatory phrases and paragraphs set out above are hereby incorporated into, and made a part of, this Agreement.

### **2. Transfer and Acceptance of Collateral; Waivers**

(a) Pursuant to Section 9620 of the CA UCC, Thinkfit hereby (i) voluntarily conveys to FS Corp any and all of its legal, equitable and beneficial right, title and interest in and to the Collateral, wherever located, (x) including, without limitation, all of its right, title and interest in and to any and all intellectual property that forms a part of the Collateral, and (y) excluding any cash proceeds relating to or arising from the Collateral to the extent such cash proceeds are in the possession or control of Thinkfit as of the Effective Date (such conveyance, the "**Conveyance**" and all such conveyed Collateral, collectively, the "**Transferred Collateral**"); and (ii) consents without objection to FS Corp retaining the Transferred Collateral in complete satisfaction of the Indebtedness subject to the further terms of this Agreement.

(b) Subject to Thinkfit's fulfillment of its obligations under this Agreement FS Corp hereby accepts the Conveyance pursuant to Section 9620 of the CA UCC in complete satisfaction of the Indebtedness.

(c) Thinkfit irrevocably waives and renounces any and all rights to notice it has or may have under Section 9601, et seq., of the CA UCC, including, without limitation, all rights under Section 9620 to receive notice of the proposed retention or subsequent disposition of the Transferred Collateral, and to the full extent of the law, any other notice or right it may have arising under or pursuant to Section 9620 or any other section of the CA UCC or otherwise.

(d) This Agreement shall constitute proper and sufficient notice by FS Corp, and receipt and consent by Thinkfit, of FS Corp.'s proposal to retain the Transferred Collateral in complete satisfaction of the Indebtedness pursuant to Section 9620 of the CA UCC. This Agreement shall also constitute Thinkfit's post-default waiver and renunciation of all of its rights under Article 9, subdivision 6 of the CA UCC, to the maximum extent permitted under the CA UCC and other applicable law.

### **3. Collection and Delivery of Transferred Collateral**

(a) Upon execution and delivery of this Agreement Thinkfit shall (i) assemble and make available to FS Corp for its immediate possession all tangible property included within the Transferred Collateral and all items relating thereto including, but not limited to, computer disks, records as to the Transferred Collateral, contracts, books and records and other information that may be of assistance to FS Corp in its management and/or liquidation of the Transferred Collateral; and (ii) prepare, execute and file or deliver, as applicable, such deeds, notices, applications and other documents as may be necessary or useful for the prompt transfer of all intangible property included in the Transferred Property, including, without limitation, all intellectual property and intellectual property rights.

(b) Thereafter, Thinkfit shall execute or deliver to FS Corp such further instruments or documents, or take such further action, as is necessary or desirable to FS Corp to complete the transfer of the Transferred Collateral.

#### 4. Release of Claims

(a) Release. Thinkfit on behalf of itself and its successors and assigns hereby forever and irrevocably releases FS Corp and its affiliates, members, managers, representatives, agents, attorneys, employees, predecessors, successors and assigns, from any and all claims, offsets, demands, damages, suits, assertions, cross-complaints, causes of action or debts of any kind or nature whatsoever, whenever or howsoever arising (collectively, the "Claims"), whether such Claims are known or unknown, contingent or absolute, existing or nonexistent as of the Effective Date. The Claims released include, without limitation, all Claims:

1). That FS Corp, the Trust or their respective officers, employees or agents breached any obligation under the Line of Credit Agreement, the Note or the Security Agreement;

2). That FS Corp, the Trust or their respective officers, employees or agents failed to fund any loan or honor any commitment to provide financial accommodations; and

3). Of tort or wrongful conduct, including, but not limited to, any Claim by Thinkfit for trade libel and/or any claim of fraudulent representation or concealment, or claim of misappropriation, against FS Corp, the Trust, or any of their respective affiliates, members, managers, representatives, agents, attorneys, employees, predecessors, successors or assigns.

(b) Release of Unknown Claims. Thinkfit acknowledges that it has been given the opportunity, and encouraged, to be advised by counsel with respect to the release contained herein. Thinkfit hereby waives and relinquishes all the rights and benefits it may have with respect to the Claims released herein and under Section 1542 of the California Civil Code and any similar provision of law or rule or decision. Thinkfit is familiar with and waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.

(c) Consideration for Releases. Thinkfit acknowledges that:

1). The Transferred Collateral is worth less than the dollar amount of the Indebtedness, and Thinkfit is receiving full and adequate consideration for the release of the Claims;

2). The foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for; and

3). Thinkfit has been given the opportunity, and encouraged, to be advised by counsel with respect to the release contained herein, and is executing this release voluntarily, with full knowledge of its significance.

#### 5. Covenant of Further Assurances

(a) Each of the parties covenants and agrees that, from and after the execution and delivery of this Agreement, it shall, from time to time, execute, deliver and file any and all documents and instruments as are reasonably necessary or requested by the other party to implement the terms of this Agreement. The parties further covenant to provide reasonable access to all books and records related to the Transferred Collateral for purposes of effectuating the agreements contained herein. Thinkfit further covenants that it

shall not include any of the Transferred Collateral in any schedules of assets to be filed in connection with any subsequent petition filed by or against Thinkfit under Title 11 of the United States Code (the “**Bankruptcy Code**”) or any similar proceeding under applicable state or federal law.

#### 6. Revival of Obligations.

Notwithstanding any other provision of this Agreement, and in the event Thinkfit becomes a debtor in any case under the Bankruptcy Code or any similar state or federal law, subject to Thinkfit’s rights under the Bankruptcy Code or such similar law, in the event that the transfer of the Transferred Collateral, or any part thereof, is subsequently invalidated, declared to be a fraudulent or preferential transfer, set aside and/or required to be repaid to a trustee, receiver or any other party, whether under any bankruptcy law, state or federal law, common law or equitable cause, or otherwise, then the Indebtedness under the Line of Credit Agreement, the Note and the Security Agreement, to the extent they remain unsatisfied under their respective terms, shall be revived and reinstated and shall continue in full force and effect until FS Corp has received payment in full on such Indebtedness.

#### 7. General Provisions.

(a) Notices. All notices, requests and demands required to be given hereunder, shall be in writing and shall be deemed to have been duly given upon the date of such service if served personally upon the party for whom intended, or if mailed, by first class, registered or certified mail, return receipt requested, postage prepaid, upon three (3) days after the date of such mailing, to such party at its address as shown below or otherwise hereafter designated by such party in writing:

If to FS Corp:

Footsweep Investments Holding Corp.  
680 Junipero Serra Blvd  
Stanford, CA 94305  
Attn: James Phills Jr., President and CEO

If to Thinkfit:

Thinkfit LLC  
303 Convention Way Unit 3  
Redwood City, CA 94063  
Attn: Paul Widerman, Acting CEO

(b) Governing Law. This Agreement and all acts and transactions undertaken pursuant hereto shall be governed by the laws of the State of California as such law applies to contracts made and carried out wholly within its borders.

(c) Entire Agreement. This Agreement represents the final agreement between the parties with respect to its subject matter. There are no oral agreements between the parties with respect to the subject matter of this Agreement, including without limitation the release and waiver provisions.

(d) Successors and Assigns. This Agreement shall: (a) be binding on the parties and their respective successors and assigns; and (b) inure to the benefit of the parties and their respective successors and assigns.

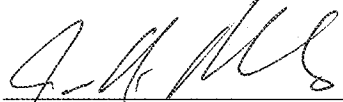
(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

(f) No Oral Waiver. No change, modification or waiver of any of the terms and conditions of this Agreement shall be binding upon the parties unless made in writing and signed by duly authorized representatives of the parties.

In witness whereof and intending to be bound hereby, each party has caused a duly authorized representative to execute this Agreement as of the Effective Date.

**Accepted and Agreed:**

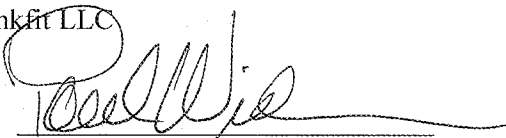
Footsweep Investments Holding Corp.

By:   
James Phills, President and CEO

8/17/09  
Date

**Accepted and Agreed:**

Thinkfit LLC

By:   
Paul Wideman, Acting CEO

8/17/09  
Date