

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Image Labs Corporation		04/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Protek Labs, Inc.		
Street Address:	5827 Corporate Way		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33407		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3782520	ACTIV8	
Registration Number:	3765159	ACTIV8	
Registration Number:	3765157	ACTIV8	
Registration Number:	3747366	EXPRESSIONS HAIR FASHION	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
Phone:	561-653-5000		
Email:	ip@akerman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jennifer P. Rabin		
Address Line 1:	222 Lakeview Avenue; Fourth Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401-6147		
ATTORNEY DOCKET NUMBER:	10514-1		
NAME OF SUBMITTER:	Jennifer P. Rabin		

CH \$115.00 3782520

Signature:	/Jennifer P. Rabin/
Date:	10/27/2011
Total Attachments: 3 source=10082 New Image to Protek Assignment#page1.tif source=10082 New Image to Protek Assignment#page2.tif source=10082 New Image to Protek Assignment#page3.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into on April 30, 2011 ("Execution Date") by and between New Image Labs Corporation, a Delaware corporation ("Assignor") and Protek Labs, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is the owner of the assets set forth on Schedule A, attached hereto and made a part hereof (the Transferred Assets"); and

WHEREAS, Assignor desires to transfer and assign to Assignee (the "Assignment") all of Assignor's rights, obligations, duties, covenants, responsibilities and undertakings related to the Transferred Assets and Assignee is willing to assume and accept the Assignment and fulfill all of Assignor's obligations, duties, covenants, responsibilities and undertakings with respect to the Transferred Assets, all of which subject and pursuant to the terms and conditions set forth in this Agreement "); and

WHEREAS, Assignor and Assignee each hereby warrant and represent, that it is duly and validly authorized and empowered to make, execute and deliver this Agreement and to enter into the covenants, promises and undertakings herein contained.

NOW, THEREFORE, in consideration of the promises and the consideration hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct.
2. Effective as of the May 1, 2011 ("Effective Date"), Assignor does hereby absolutely, unconditionally, and irrevocably, assign, transfer, convey, set over and confirm to Assignee and its successors and assigns, to have and to hold forever, all of Assignor's obligations, title and interest of every kind and character whatsoever in, to or with respect to the Transferred Assets.
3. As of the Effective Date, Assignee hereby agrees to assume, discharge, be bound by and hold Assignor harmless from all obligations, duties, covenants, responsibilities, undertakings and liabilities relating to the Transferred Asset that arise after the Effective Date. Assignor agrees to remain liable for any obligation, duties, covenants, responsibilities, undertakings and liabilities relating to the Assigned Obligations that arose or arise on or before the Effective Date.
4. Assignor and Assignee each covenants and agrees on behalf of itself and its successors and assigns, that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, including the execution of any documents by Assignee's and Assignor's affiliates or subsidiaries, any and all such further acts, instruments, papers and documents as may be necessary to carry out and effectuate the intent and purposes of this Agreement.

INTENDING TO BE LEGALLY BOUND, Assignor and Assignee have executed and delivered this Agreement on the Execution Date:

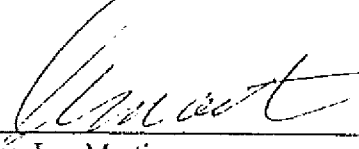
ASSIGNOR:

NEW IMAGE LABS CORPORATION

By: 
Name: Les Martin
Title: Chairman

ASSIGNEE:

PROTEK LABS, INC

By: 
Name: Les Martin
Title: President

SCHEDULE A

TRANSFERRED ASSETS

1. Registered trademarks "ACTIV8" Registration Number 3782520 and Serial Number 77693433, Registration Number 3765159 and Serial Number 77693445, and Registration Number 3765157 and Serial Number 77693416.
2. Registered Trademark "EXPRESSIONS HAIR FASHION" Registration Number 3747366 and Serial Number 77411358.

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