

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
Scott West		04/24/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	WEALTH STRONG		
Street Address:	5944 S Kipling Ste 302		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80127		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77185397	WEALTH STRONG	
CORRESPONDENCE DATA			
Fax Number:	(877)387-9449		
Phone:	3039043177		
Email:	Evonne@wealthstrong.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:	Evonne Ryan		
Address Line 1:	c/o Wealth Strong		
Address Line 2:	5944 S Kipling Ste 302		
Address Line 4:	Littleton, COLORADO 80127		
NAME OF SUBMITTER:	Evonne Ryan		
Signature:	/Evonne I Ryan/		
Date:	12/20/2011		
Total Attachments: 2 source=Change of Owner#page1.tif source=Change of Owner#page2.tif			

OP \$40.00 77185397

Change of Owner (Assignment)

Scott West, (United States Individual) as one of the initial service mark filers and owners of the service mark WEALTH STRONG legally agrees to transfer 100% of his ownership of the WEALTH STRONG mark to WEALTH STRONG International, Inc. a C Corp registered in the state of Colorado. This document is to inform the Assignment Services Division of the USPTO of this assignment.

On April 24, 2008 at the Law offices of Stughart Thomson and Kilroy, PC; Scott West (as an individual) and Evonne Ryan (representing WEALTH STRONG International) signed an agreement secured by a promissory note for the amount of \$38,921.08 for the purchase of Mr. West's A share stock and for the release of any current or future interest as co-founder, as trademark owner of service mark "WEALTH STRONG" and as a voting shareholder of WEALTH STRONG International. Documented as part of this agreement, Mr. West agreed to the full assignment of ownership and rights to the "WEALTH STRONG" service mark be assigned to the entity WEALTH STRONG International. He instructed the transfer be completed following the negotiations with the Lance Armstrong organization – in the negotiations, the service mark was to be changed from WEALTHSTRONG to WEALTH STRONG. This change has been completed and filed.

This document is officially recording the transfer of ownership by recording the ownership transfer with the Assignment Services Division of the USPTO.

On page 2 of this document, is the first page of the set of legal documents held at the Law Offices of Stughart, Thomson and Kilroy, PC, 1050 17th Street Suite 2300 Denver CO Attention Robert S. Goldstein fax 303-572-7883 which included the assignment of Service Mark agreement.

U.S. \$38,921.08

April 24, 2008

SECURED PROMISSORY NOTE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, **WEALTHSTRONG INTERNATIONAL, INC.**, a Colorado corporation ("**Maker**") herein unconditionally promises to pay to the order of **SCOTT WEST** ("**Holder**") his heirs or representatives IN LAWFUL MONEY of the United States of America, the sum of Thirty-Eight Thousand Nine Hundred Twenty-One and 08/100s Dollars (\$38,921.08) (the "**Principal Amount**") plus interest and payable as set forth below.

1. Indebtedness. The term "**Indebtedness**" as used herein shall mean the indebtedness evidenced by this Secured Promissory Note (the "**Note**"), including the Principal Amount, all interest accrued thereon, legal fees and expenses, whether contingent, now due, or hereafter to become due and whether previously, contemporaneously herewith or hereafter contracted.

2. Interest. This Note shall bear interest between the date of its making and the Maturity Date, as below defined, at four and one-half percent (4.5%) per annum, simple interest calculated on the basis of a 365 day year.

3. Payment; Prepayment. Maker shall pay to Lender consecutive monthly payments of: (i) partial interest only in the sum of One Hundred Eight and 64/100 Dollars (\$108.64) commencing on June 15, 2008, and continuing on the fifteenth (15) calendar day each month through December 15, 2008, and (ii) principle and interest in the sum of One Thousand Two Hundred Sixty-Nine and 77/100 dollars (\$1,269.77) per month commencing on January 15, 2009 and continuing on the fifteenth calendar day each month until all amounts due hereunder are sooner paid or until the Maturity Date. The outstanding Principal Amount of this Note, together with all accrued, unpaid interest thereon shall be due and payable, in full, on or before the Maturity Date, as below defined. All payments due hereunder shall be payable at the address for Holder set forth in Section 10.A below. The outstanding Principal Amount plus all accrued and unpaid interest thereon and all other sums due hereunder may be prepaid in full, or in part, at any time, and from time to time, without penalty. As a condition to this Note, Maker must execute and deliver the Security Agreement from Maker and Evonne Ryan to Holder, to secure repayment of Thirty Two Thousand Four Hundred Eighty-Three and 00/100 Dollars (\$32,483.00) Reference is made to such agreements for additional rights of Holder.

4. Maturity Date. If not sooner paid, the entire Principal Amount outstanding, all accrued and unpaid interest thereon and all other sums due hereunder, shall be due and payable on November 15, 2011 (the "**Maturity Date**").

5. Application of Payments. For so long as there does not exist an Event of Default, as below defined, which has not been cured within any applicable cure period, all payments received by Holder on this Note shall be applied first to the payment of interest then accrued and then to reduction of the outstanding Principal Amount. From and after an Event of Default which has not been cured within any applicable cure period, all payments received by Holder on