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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Epstein, Robert, Dr. Individual(s) checked. Association, General Partnership, Corporation-State, Other unchecked. Additional name(s) of conveying party(ies) attached? Yes No checked.

2. Name and address of receiving party(ies) Name: Personal Strengths Publishing, Inc. Internal P.O. Box 2605 Address: Carlsbad, CA 92018 Street Address: 1946 Kellogg Avenue City: Carlsbad State: CA Zip: 92008 Corporation-State California checked. Citizenship unchecked. Association, General Partnership, Limited Partnership unchecked. Other unchecked. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No unchecked. Additional name(s) & address(es) attached? Yes No unchecked.

3. Nature of conveyance: Assignment checked. Merger, Security Agreement, Change of Name, Other unchecked. Execution Date: 10/15/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/113317 (serial number) B. Trademark Registration No.(s) Additional number(s) attached Yes No checked.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Personal Strengths Publishing Internal Address: P.O. Box 2605 Carlsbad, CA 92018 Street Address: 1946 Kellogg Avenue City: Carlsbad State: CA Zip: 92008

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40 Enclosed checked. Authorized to be charged to deposit account unchecked. 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Tim Scudder Name of Person Signing Signature Date 11/17/03 Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002869 FRAME: 0343

Agreement for Purchase and Sale of Innogen International Intellectual Property

Robert Epstein, representing Innogen International (Seller) and Personal Strengths Publishing (Buyer) desire to enter into an agreement for the purchase and sale of intellectual property belonging to Innogen International.

A. The specific property to be purchased and sold is identified as follows:

1. Rights to transfer ownership and continue the trademark application process for the word mark "Innogen International" and the associated design.
2. The internet domain name "Innogen.com"
3. The US toll-free telephone number "877-436-6437"

B. Compensation:

Total compensation for the above intellectual property is \$8,000 payable as follows:

- 50% upon execution of this agreement
- 50% upon successful registration of the trademark to Personal Strengths Publishing

C. Contingency:

The mark "Innogen International" is not a fully registered trademark. This entire purchase and sale transaction is contingent upon the transferability and subsequent successful registration of the "Innogen International" trademark. If the mark proves unregistrable, Seller will refund all funds to Buyer upon Buyer's relinquishment of Intellectual Property to Seller. If the mark is ~~not registered~~ abandoned by the Trademark Office because of inaction or negligence on the part of Buyer, the contingency will be deemed satisfied and the full amount will be ~~due to~~ paid immediately to Seller. (RS) (RS)

D. Non-Use:


If Buyer fails to make use of the above identified intellectual property for 24 consecutive months, the intellectual property will revert to Seller at no cost to the Seller. (RS)

E. Sale of Name:

If the intellectual property is sold by Personal Strengths Publishing to another buyer without a related sale of interest in the suite of inventories authored by Seller, Buyer agrees to pay Seller 50% of net proceeds in excess of \$8,000. If the intellectual property is sold with a related sale of interest in the suite of inventories authored by Seller, the new owner will be bound by all provisions of this agreement. (RS)

Agreed this 15 th day of October, 2003


Robert Epstein
Innogen International


Tim Scudder
Personal Strengths Publishing

IF AGREEMENT IS FAXED:

The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signature.