

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillips Health, LLC		08/31/2004	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA	
Name:	ASP-ACI PHL Acquisitions, LLC
Street Address:	7811 Montrose Road
City:	Potomac
State/Country:	MARYLAND
Postal Code:	20854
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2085633	HEALTH WISDOM FOR WOMEN
Registration Number:	2011168	HEARTSENSE
Registration Number:	1679079	HEALTH & HEALING
Registration Number:	2665185	THE LARK LETTER
Registration Number:	2408587	FEELING ALIVE
Registration Number:	2127412	HEALTH & HEALING
Registration Number:	1873837	ALTERNATIVES
Registration Number:	2776404	THE NATURAL BEDCOZY

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jeffrey.osterman@weil.com
Correspondent Name:	Jeffrey Osterman
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

CH \$215.00 2085633

ATTORNEY DOCKET NUMBER:

10052.0036

NAME OF SUBMITTER:

Phyllis Eremitaggio

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (“*Assignment*”), dated as of August 31, 2004, is made by Phillips Health, LLC, a Maryland limited liability company (“*Assignor*”).

**WHEREAS**, Assignor and ASP-ACI PHL Acquisition, LLC (formerly PHL, LLC), a Delaware limited liability company (“*Assignee*”) are parties to an Asset Purchase Agreement dated August 8, 2004 (the “*Asset Purchase Agreement*”); and

**WHEREAS**, in connection with the Asset Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign, Assignor’s entire worldwide right, title and interest in and to the trademarks and registrations therefor listed on **Schedule A** (the “*Assigned Trademarks*”), and Assignor is willing to assign the Assigned Trademarks to Assignee.

**NOW, THEREFORE**, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

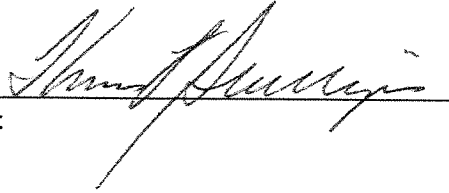
1. Assignor does hereby sell, assign and transfer to Assignee, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignor agrees to execute any additional documents and to take such other actions as may be reasonably necessary to transfer to Assignee its entire right, title and interest in and to the Assigned Trademarks.
3. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses, options to acquire licenses, and other rights in and to the Assigned Trademarks previously granted to any third person, which grants are in effect as of the date of this Assignment.
4. The parties hereto authorize and request the Commissioner of Trademarks, United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
6. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Purchase Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

PHILLIPS HEALTH, LLC

By:  
Name:  
Title:



**ATTESTATION OF WITNESS**

I, Jack Nguyen, whose full post office address is 125 BROAD ST. NEW YORK, NEW YORK 10004, was personally present and did see Thomas L. Phillips, who is personally known to me, execute the above assignment.

Schedule A

**ASSIGNED TRADEMARKS**

Registered Trademarks

TRADEMARK	GOODS/ SERVICES	FILING DATE	SERIAL NUMBER	REG. NUMBER	REG. DATE	STATUS	CURRENT OWNER
HEALTH WISDOM FOR WOMEN	women's health newsletter	04-30-96	75/101017	2085633	08-05-97	Registered. Renewal due 8/5/2007	Phillips Health, LLC
HEARTSENSE	newsletters relating to personal health	06-02-95	74/683794	2011168	10-22-96	Registered. Application for Renewal due 10/22/2006	Phillips Health, LLC
HEALTH & HEALING	newsletters directed to personal health and nutrition	05-06-91	74/164072	1679079	03-10-92	Registered. Application for Renewal due 3/10/2012	Phillips Health, LLC
THE LARK LETTER	Publications, namely newsletters in the field of women's health	06-13-00	76/069384	2665185	12-24-02	Registered. Declaration of Use and Incontestability due 12/24/2008.	Phillips Health, LLC
FEELING ALIVE	newsletter featuring health issues	12-13-99	75/869306	2408587	11-28-00	Registered. Declaration of Use and Incontestability due 11/28/2006.	Phillips Health, LLC
HEALTH & HEALING	newsletters of general circulation pertaining to matters of health, wellness and nutrition	01-23-97	75/241374	2127412	01-06-98	Registered. Application for Renewal due 1/6/2008.	Phillips Health, LLC

TRADEMARK	GOODS/ SERVICES	FILING DATE	SERIAL NUMBER	REG. NUMBER	REG. DATE	STATUS	CURRENT OWNER
ALTERNATIVES	newsletter in the field of health	02-07-94	74/487512	1873837	01-17-95	Application for Renewal due 01/17/2005.	Phillips Health, LLC
THE NATURAL BEDCOZY	Bedding made in whole or substantial part of natural fibers, namely, wool filled comforters, comforter covers, bed sheets, pillow covers and mattress covers	09-20-01	76/314716	2776404	10-21-03	Registered 10/21/2003. Declaration of Use and Incontestability due 10/21/2009.	Phillips Health, LLC

**Material Unregistered Trademarks**

Naturally Well Today