

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
Thorne Communications Corporation		11/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MSX, Inc.
Street Address:	11 West 42nd Street, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76533750	AGELESS HEALTH

CORRESPONDENCE DATA	
Fax Number:	(212)425-5288 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	212-425-7200
Email:	tmdocketny@kenyon.com
Correspondent Name:	Howard J. Shire, Esq.
Address Line 1:	One Broadway
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	2085/486
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NAME OF SUBMITTER:	Howard J. Shire, Esq.
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Total Attachments: 3 source=AGELESS HEALTH assignment 11-11#page1.tif source=AGELESS HEALTH assignment 11-111#page1.tif source=AGELESS HEALTH assignment 11-112#page1.tif

CH \$40.00 76533750

TRADEMARK ASSIGNMENT

WHEREAS, Thorne Communications Corporation ("Seller"), a Delaware corporation, is the owner of the entire right, title and interest in and to the trademarks and trademark application listed on Schedule A attached hereto, including all common law and statutory right, title, and interest, together with the goodwill related thereto (collectively the "Marks");

WHEREAS, MSX, Inc. ("Buyer"), a Delaware corporation, is desirous of acquiring the entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used, or are intended to be used (as appropriate);

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof among Seller, Buyer, Martha Stewart Living Omnimedia, Inc., David H. Thorne, Glacier Systems, L.L.C., Janesse T. Bruce and Daniel F. Silver, (the "Purchase Agreement"), Seller has agreed to sell, transfer, assign and deliver to Buyer and its successors, legal representatives and assigns all of Seller's right, title and interest in the Marks, and the goodwill associated with and symbolized by the Marks, and to execute such additional instruments as may be necessary to confirm such assignment;

WHEREAS, pursuant to the Purchase Agreement, Buyer is acquiring the entire business or portion thereof to which the Marks pertain; and

WHEREAS, Seller and Buyer agree that this Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

NOW, THEREFORE, for good and valuable consideration contained herein, and in the Purchase Agreement, the receipt and sufficiency of which is hereby mutually acknowledged, Seller hereby assigns to Buyer, its successors, legal representatives and assigns, the entire right, title, and interest of Seller in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, and, in the case of intent-to-use applications, such assignment being made as part of the entire business or portion thereof transferred under the Purchase Agreement, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

This Trademark Assignment is executed pursuant to, and is subject to, the provisions of the Purchase Agreement, and nothing herein shall affect, expand, diminish or otherwise modify the obligations of any of the parties thereunder, including, without limitation, any representations or warranties of Seller or the Seller Stockholders (as that term is defined in the Purchase Agreement) in the Purchase Agreement or any obligations of Seller or the Seller Stockholders under Article IX of the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by duly authorized officers on the date(s) indicated below.

THORNE COMMUNICATIONS
CORPORATION

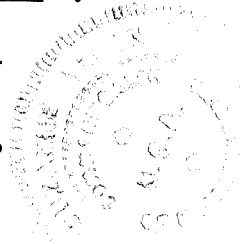
By: [Signature]
Name: Janesse T Bruce
Title: CEO
Date: 11-08-04

State of MA
County of Suffolk ss

Subscribed and sworn to before me by the above-named Janesse Bruce this 8th day of November, 2004.



[Signature]
Notary Public
Name: Suzanne Irwin
Commission Expires: 10/22/2010



MSX, INC
By: [Signature]
Name: Jody Dubiner
Title: EV
Date: 11/9/2004

State of NY
County of NY ss

Subscribed and sworn to before me by the above-named Jody Dubiner this 9th day of November, 2004.

[Signature]
Notary Public
Name: _____
Commission Expires: _____

DEBORAH L. DRAGONE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01DR6028296
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES JULY 26, 2005



Schedule A

<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application No. / Registration No.</u>	<u>Filing Date / Registration Date</u>
AGELESS HEALTH	United States	76/533,750	July 21, 2003

Common Law Trademarks:

DR. ANDREW WEIL'S SELF HEALING

THE SELF HEALING SERIES

3100607-1

TRADEMARK