

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Organized Living, Inc.		12/02/2005	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AIM, Inc.		
<b>Street Address:</b>	502 South Vista Avenue		
<b>City:</b>	Addison		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60101-4423		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2355301	ORGANIZED LIVING	
Registration Number:	2625775	ORGANIZED LIVING	
Registration Number:	2703666	ORGANIZED LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)365-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614-365-2776		
<b>Email:</b>	lakers@ssd.com		
<b>Correspondent Name:</b>	Laing P. Akers		
<b>Address Line 1:</b>	41 South High Street		
<b>Address Line 2:</b>	Suite 1300		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	65503.00013		
<b>NAME OF SUBMITTER:</b>	Laing P. Akers		

OP \$90.00 2355301

Signature:	/Laing P. Akers/
Date:	12/08/2005
<b>Total Attachments: 9</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif	

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment") is made as of this 2<sup>nd</sup> day of December 2005, by ORGANIZED LIVING, INC., a Kansas corporation with a principal place of business located at 5150 East Dublin-Granville Road, Westerville, Ohio 43081 ("Transferor"), in favor of AIM, INC., an Illinois corporation with a principal place of business located at 502 South Vista Avenue, Addison, Illinois 60101-4423 ("Transferee"). Capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Trademark and Domain Name Purchase and Assignment Agreement by and between Transferee and Transferor dated as of October 3, 2005 (the "Purchase Agreement").

### RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, Transferee agreed to purchase and Transferor agreed to sell the Acquired Assets as described in the Purchase Agreement and the Schedule attached thereto;

WHEREAS, the Acquired Assets includes the trademarks and trade names registered with the United States Patent and Trademark Office described on Exhibit A attached hereto (the "Trademarks"), which Trademarks Transferor adopted and used in commerce. Transferor is the sole owner of the Trademarks in the United States Patent and Trademark Office and the goodwill of the business symbolized by said Trademarks.

WHEREAS, the Acquired Assets includes the internet web sites, email address suffixes and internet domain names described on Exhibit B attached hereto (the "Domain Names"). Transferor has registered the Domain Names with Network Solutions, LLC (the "Registry").

WHEREAS, the execution and delivery of this Assignment is a condition precedent to Transferee's obligation to close upon its purchase of the Acquired Assets.

### STATEMENT OF AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Transferee and Transferor hereby agree as follows:

1. **Assignment.** Transferor hereby assigns and assigns to Transferee all of Transferor's right, title and interest, if any, in and to the Acquired Assets, free and clear of any Lien to the extent provided under Section 363 of the Bankruptcy Code.

2. **Assignment of Trademarks.** Without limiting the foregoing, Transferor acknowledges that the Assignment set forth in Section 1 above, includes an assignment of Transferor's right, title and interest, if any, in and to the Trademarks, including, without limitation, all common law and statutory rights pertaining thereto, together with the goodwill of the business symbolized by the Trademarks. Promptly after the execution of this Assignment, Transferor shall file with the Assignment Services Division of the United States Patent and Trademark Office a copy of this Assignment. Pursuant to this Section 2, the Transferor hereby

authorizes and requests the United States Commissioner of Patents and Trademarks to issue all trademark registrations and renewals which may issue with respect to the Trademarks to Transferee in accordance with this Assignment.

3. **Assignment of Domain Names.** Without limiting the foregoing, Transferor acknowledges that the Assignment set forth in Section 1 above, includes an assignment of Transferor's right, title and interest, if any, in and to the Domain Names, including, without limitation, all goodwill associated with the Domain Names, and the right to use the Domain Names in connection with offering of goods and/or services via the Internet (including the World Wide Web) and in any other media, now known or developed in the future. Transferor shall, upon Transferee's request, execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for assigning Transferor's rights in the Domain Name to Transferee, including without limitation, and to the extent necessary, executing and submitting to the Registry, online or by mail, any documents as may be required to completely effect the change in ownership of the Domain Names.

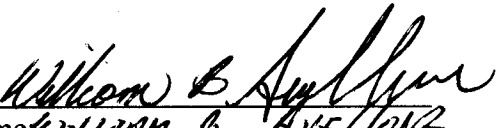
4. **Pending Action.** Transferor and Transferee acknowledge that the Assignment set forth in Section 1 above, includes an assignment of Transferor's right, title and interest, if any, in Opposition No. 91166423 to Application Serial No. 76/599,544 pending before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office. Promptly after the execution of this Assignment, Transferor shall file with the Trademark Trial and Appeal Board of the United States Patent and Trademark Office, the [Motion to Substitute Party] attached hereto as Exhibit C to effect such assignment.

5. **Further Assurances.** Transferor agree to enter into any additional instruments or documents necessary to effect the provisions of this Assignment.

6. **Governing Law.** To the extent not covered by the Bankruptcy Code, this Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of Ohio, without giving effect to conflicts of laws principles.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth above.

ORGANIZED LIVING, INC.

By:   
Name: WILLIAM B. AVELON  
Title: CHIEF REGISTRARS OFFICER



**EXHIBIT A**

**Trademarks**

<b><u>Active Mark</u></b>	<b><u>Registration No.</u></b>
Organized Living	2,625,775
Organized Living	2,703,666
Organized Living	2,355,301

**EXHIBIT B**

**Domain Names**

1. www.organizedliving.com
2. www.organized1.com

**EXHIBIT C**

**Motion to Substitute Party**





“Purchase Agreement”). The Bankruptcy Court approved the Purchase Agreement in an Order dated November 23, 2005 and attached hereto as Exhibit C. The Assignment Agreement was recorded with the U.S. Patent & Trademark Office’s Division of Assignments on December \_\_, 2005, and the recordation filing receipt is attached hereto as Exhibit D.

Because Organized Living has assigned to AIM the trademarks pleaded in the above-captioned Opposition, AIM, rather than Organized Living, is now the real party in interest in the Opposition. For these reasons, Organized Living respectfully moves that the Board make the requested substitution.

Respectfully submitted,

By: /James D. Troxell/  
James D. Troxell (Ohio Bar Reg. No. 0008076)  
Suzanne K. Ketler (Ohio Bar Reg. No. 0074365)  
SQUIRE, SANDERS & DEMPSEY, L.L.P.  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114-1304  
(216) 479-8500 (telephone)  
(216) 479-8780 (facsimile)

**Attorneys for Opposer, Organized Living, Inc.**

## CERTIFICATE OF SERVICE

I, James D. Troxell, hereby certify that Opposer's foregoing Motion for Substitution of a Party was served via facsimile and by being deposited with the United States Postal Service as first class mail this \_\_ day of December, 2005, to Daniel M. Cislo, Attorney for Applicant, at Cislo & Thomas, LLP, Suite 900, 233 Wilshire Blvd., Santa Monica, California, 90401.

/James D. Troxell/  
One of the Attorneys for Opposer, Organized  
Living, Inc.