

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
Platinum Fitness Lifestyle, Inc.		02/22/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Purfoods, LLC		
Street Address:	718 Southeast Shurefine Drive		
City:	Ankeny		
State/Country:	IOWA		
Postal Code:	50021		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2835011	ZONE GOURMET	
CORRESPONDENCE DATA			
Fax Number:	(516)742-4366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-742-4343		
Email:	intprop@ssmp.com		
Correspondent Name:	Keith A. Weltsch		
Address Line 1:	400 Garden City Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Garden City, NEW YORK 11530		
ATTORNEY DOCKET NUMBER:	1900/1906		
NAME OF SUBMITTER:	Keith A. Weltsch		
Signature:	/Keith A. Weltsch/		
Date:	02/02/2006		

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Total Attachments: 3

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BILL OF SALE

FOR VALUE RECEIVED, the undersigned Ed Fasano, ~~Kathleen Lohman~~ ^{Ed Fasano} of Platinum Fitness, LLC, ~~Fresh Food Delivery, LLC and Atkins At Home, LLC~~, each being ~~California~~ ^{New York} Limited Liability hereby sells and transfers unto Riek Anderson of Purfoods, LLC an Iowa limited liability company), and its successors and assigns forever, the following described goods and chattels:

All items as listed in the :

SCHEDULE OF ASSETS

For

"The ASSET PURCHASE AGREEMENT (hereinafter the "Agreement") made and entered into this 19 day of October 2004, by and between Platinum Fitness, LLC, ~~Fresh Food Delivery, LLC and Atkins At Home, LLC~~, each being ~~California~~ ^{New York} Limited Liability corporations (collectively hereinafter, the "Sellers") and Purfoods, L.L.C. an Iowa Limited Liability Corporation (hereinafter "Purfoods" or the "Buyer")."

The following is a list of items to be included in this asset purchase. In the event an item is listed twice or there is overlap, this list is intended to be interpreted to include the broadest interpretation of the items in questions, and will include all items included in both listing and any overlap.

Schedule 1.1.1

Items:

Domains / Websites

Transfer of registration of the following web sites domains:

ZoneGourmet.com

ZoneNation.com

(Note: AtkinsAtHome.com is owned by Atkins Nutritionals)

This can done by the following methods:

Forward email requesting the changes to Bill or PurFoods staff

Click on link and follow instructions in the email

Completed transfer form including copy of photo id

Website layouts.

Database

Any and All Customer and company records including (LA Clients) ^{EX}

Name, address, phone #'s

Delivery records

Contact history

TRADEMARK

REEL: 003239 FRAME: 0629

Order history
Payment history
Recipes
Structure
Customer table
Recipe table
Production table
Payments table
Order table
Contacts table
QA table

Other
Any and All Recipes.

Any and All Trademarks and copyrights.

Any and All Proprietary data, methods, or techniques and any other intellectual property needed to run the business.

Any and All toll free telephone numbers now held by FFD

The Right and title to ALL clients and former clients of LA Zone Gourmet
Any and All ad creative including high resolution source materials used to create the final output.

Any and All software licenses now held by FFD including licenses for any operating system, server, or application software used to operate any aspect of the "sellers" LA business.

Any and All technical support contracts, warranties or guarantees held by FFD.

Any and All Licenses to use any stock photographs or other creative materials.
(for example, the image of the woman in the ads we are running in USAT are licensed).

Any logos of any company operated by FFD including original source art.

A copy and free use of all the current proprietary software written from Bill Van Nostrand that is used to operate the business for zone nation, zone gourmet and Atkins at home.

Names, addresses, emails, and all the information we have on all clients that have been through the LA Zone Gourmet program in all geographies. Including all unconverted leads as well.

Complete sign over of domain names zonenation.com and zonegourmet.com. Included in the purchase is all content of the web site as well as all back end software that powers the site. Including the verisign portion of online web approvals.

TRADEMARK

REEL 003239 FRAME 0630

Any and All source codes of all the zone and Atkins web sites currently operating. Tyler will know the importance of this. The asset purchase should include this provision. For example if anything (god forbid) happens to Bill V. with all the source codes you will still be able to operate all the sites and make changes; without them it may be difficult.

This purchase to include all intellectual property associated with the zone nation, zone gourmet and Atkins at home.

Any and all records, software, tracking systems, and any other infrastructure of the entire driver distribution model.

Any and all rights, titles, and documents associated with the development of and operation of a "Norman Van Aken" high end food line and/or anything else associated with this venture.

The right, title, records, software and documents to any and all works in progress associated with this business.

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall fully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim, that may be made by any party against said goods.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being sold in their present condition "as is" and "where is."

Signed this 22 day of February, 2005

In the presence of:

X Courtesy Bloato
Witness

Burt D. Rowley
Witness

X Kurtis Lerman
Seller's Signature

3 Garden Drive Stony Brook NY 11790
Seller's Address

[Signature]
Buyer's Signature

719 SE Shuman Dr., Arlington, VA 22201
Buyer's Address

Edwin Farn
Authorized Agent
1231 Ocean Ave, Santa Monica, CA 90401
Address

TRADEMARK