

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIM, Inc.		01/19/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Schulte Corporation
Street Address:	12115 Ellington Court
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45249
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2625775	ORGANIZED LIVING
Registration Number:	2703666	ORGANIZED LIVING
Registration Number:	2355301	ORGANIZED LIVING

CORRESPONDENCE DATA

Fax Number: (513)977-8141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 513-977-8565
 Email: tracy.shannon@dinslaw.com
 Correspondent Name: Martin J. Miller
 Address Line 1: 255 East Fifth Street
 Address Line 2: 1900 Chemed Center
 Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Martin J. Miller
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OP \$90.00 2625775

Signature:

/martin j. miller/

Date:

03/28/2006

Total Attachments: 3

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ASSIGNMENT AGREEMENT

This Agreement is effective as of December 2, 2005, and is entered into between AIM, Inc., an Illinois corporation with a principal place of business at 502 South Vista Avenue, Addison, Illinois, 60101 ("AIM"), and Schulte Corporation, an Ohio corporation with a principal place of business at 12115 Ellington Court, Cincinnati, Ohio, 45249 ("Schulte").

WHEREAS, on behalf of Schulte, AIM acquired certain Assets from Organized Living, Inc. pursuant to a Trademark and Domain Name Purchase and Assignment Agreement between AIM and Organized Living, Inc., dated October 3, 2005, and an Assignment Agreement between those same parties dated December 2, 2005; and

WHEREAS, pursuant to their previous agreement under which AIM acquired the Assets on behalf of Schulte, AIM desires to transfer all of its right, title and interest in and to the Assets acquired from Organized Living, Inc. to Schulte;

NOW, THEREFORE, the parties agree as follows:

1. As used herein, the term "Assets" shall mean all right, title and interest in and to the assets which AIM acquired from Organized Living, Inc. pursuant to the Trademark and Domain Name Purchase and Assignment Agreement between AIM and Organized Living, Inc. dated October 3, 2005, and the Assignment Agreement between AIM and Organized Living, Inc. dated December 2, 2005. The Assets include the trademarks, domain names and other assets set forth on Schedule A attached hereto, together with all goodwill associated therewith, any and all claims and causes of action against third parties for infringement or other actions relating thereto, and all applications, registrations and renewals in connection therewith.
2. In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AIM hereby assigns to Schulte all of AIM's right, title and interest in and to the Assets.
3. Without limiting the foregoing assignment, AIM acknowledges that the assignment set forth in Section 2 above includes an assignment of all its right, title and interest in and to the trademarks and trade names identified on Schedule A ("Trademarks"), including, without limitation, all common law and statutory rights pertaining thereto, together with the goodwill symbolized by or associated with the Trademarks, as well as all applications, registrations and renewals for the Trademarks.
4. Without limiting the foregoing assignment, AIM acknowledges that the assignment set forth in Section 2 above includes an assignment of all of its right, title and interest in and to the Domain Names identified on Schedule A, including, without limitation, all goodwill symbolized by or 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.
5. Without limiting the foregoing assignment, AIM acknowledges that the assignment set forth in Section 2 above includes an assignment of all of its right, title and interest 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.

6. The parties agree to execute such other documents or take any other actions which are reasonably necessary to effect and record the assignment of the Assets, at the expense of Schulte.

7. To the extent permitted by law and by the terms of the agreements, AIM hereby transfers and assigns to Schulte all of its rights and obligations under the agreements between AIM and Organized Living, Inc. referenced in Section 1 above. Schulte hereby accepts this assignment of rights and obligations, as well as all other assignments from AIM to Schulte set forth in this Agreement.

8. AIM covenants and agrees that it has the authority to enter into this Agreement and that it has not entered into, and will not enter into, any agreement in conflict herewith. AIM makes no other warranties, express or implied, with respect to the Assets assigned herein.

9. This Assignment Agreement shall be governed and construed in accordance with the laws of Ohio, without giving effect to conflicts of laws principles.

AIM, Inc. [Signature]
By: [Signature]
Name: CONSTANTINE GRAPSA
Title: PRESIDENT

STATE OF IL)
) ss
COUNTY OF Kane)

Sworn to and subscribed before me this 19 day of January, 2006.

[Signature]
Notary Public "OFFICIAL SEAL"
LAURA DOOLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/10/2006

Schulte Corporation
By: [Signature]
Name: SCOTT KROMENGE
Title: PRES.

STATE OF Ohio)
) ss
COUNTY OF Ham. Ham.)

Sworn to and subscribed before me this 2nd day of February, 2006,

[Signature]
Notary Public

ROBERT J. LAMPING
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 05-19-07

SCHEDULE A ASSETS

1. The rights, title and interest of Organized Living, Inc. in its name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications and all goodwill associated therewith, which AIM, Inc. acquired from Organized Living, Inc., including the following trademarks and U.S. federal trademark registrations:

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

2. All patents, patent applications and inventions and discoveries that may be patentable which AIM, Inc. acquired from Organized Living, Inc.

3. All rights in the following Internet Domain Names, Internet web sites, and email address suffixes which AIM, Inc. acquired from Organized Living, Inc.:

www.organizedliving.com
www.organizedl.com

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