

**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>
XM International, LLC		03/24/2006	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Holdings, L.L.C.		
<b>Street Address:</b>	1821 Logan Avenue		
<b>City:</b>	Cheyenne		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	82001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2722545	BODY FORUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)517-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8015177132		
<b>Email:</b>	brooklynnfobbs@basicresearch.org		
<b>Correspondent Name:</b>	Brooklynn Fobbs		
<b>Address Line 1:</b>	5742 W. Harold Gatty Drive		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84116		
<b>ATTORNEY DOCKET NUMBER:</b>	BODY FORUM		
<b>NAME OF SUBMITTER:</b>	Dennis W. Gay		
<b>Signature:</b>	/dwg/		
<b>Date:</b>	03/30/2006		

OP \$40.00 2722545

Total Attachments: 3

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, XM International, LLC a Utah limited liability company, having its principal place of business at 5742 West Harold Gatty Dr. Salt Lake City, UT 84116 (hereinafter "Assignor") desires to assign to Western Holdings, L.L.C., a Wyoming limited liability company having its place of business at 1821 Logan Avenue Cheyenne, WY 82001 (hereinafter "Assignee") the marks and names it may own as listed in Exhibit "A" hereto (hereinafter referred to as the "Marks").

WHEREAS, Assignor desires to convey to Assignee the entire right, title and interest of Assignor in and to the Marks together with the goodwill of the business appurtenant thereto; and

WHEREAS, Assignee accepts the assignment of the Marks as aforesaid;

NOW, THEREFORE, to all whom it may concern, be it known that Assignor for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, to it paid by the said Assignee, receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does hereby sell, grant, assign, transfer and set over, to the said Assignee, its successors and assigns, its entire right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by each of the Marks and all convention and treaty rights of all kinds in all countries throughout the world, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for any past or present infringements, said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made.

Assignor warrants that there has been no abandonment by Assignor of any of the Marks from the date of first use to the date of this Assignment and that each of the Marks is in current use.

Assignor covenants and agrees, to execute and deliver to Assignee any and all additional papers that may reasonably be requested by Assignee and do any further act as may reasonably be required by Assignee for the purpose of implementing the terms of this Assignment, without further charge, cost or expense to Assignee including, without limitation, the registration of this Assignment in appropriate jurisdictions. Assignor agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose. The Assignor hereby irrevocably appoints Assignee to be the Assignor's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the Assignor in connection with the Marks.


Assignee accepts this Assignment of the Marks and the goodwill of each of the businesses appurtenant thereto

[Signatures appear on next page]

IN WITNESS WHEREOF, the said XM INTERNATIONAL, LLC as Assignor has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof this 13<sup>th</sup> day of March, 2006.

XM INTERNATIONAL, LLC

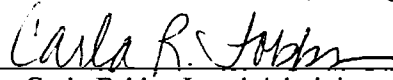
By: Dennis Gay, Manager



IN WITNESS WHEREOF, the said WESTERN HOLDINGS, L.L.C., as Assignee has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof, this 24<sup>th</sup> day of March, 2006

WESTERN HOLDINGS, L.L.C.

By: COMMAND ENTERPRISES, LLC, Manager

By:   
Carla Fobbs, Legal Administrator

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 13 day of March, 2006 personally appeared before me Dennis Gay, to me personally known, who being by me duly sworn, deposes and says: that he/she is the Manager of XM International, LLC, Assignor; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he/she signed this Assignment as a free act on behalf of said limited liability company.

On this 13 day of March, 2006 personally appeared before me Carla Fobbs, to me personally known, who being by me duly sworn, deposes and says: that he/she is Legal Administrator of Command Enterprises, LLC, manager of Western Holdings, L.L.C.. Assignee; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he/she signed this Assignment as a free act on behalf of said limited liability company.

  
Notary Public

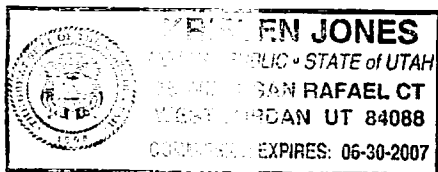


EXHIBIT "A"

US Trademark – BODY FORUM No. 2722545