

**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>
Performark, Inc.		03/30/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motivation Excellence, Inc.		
<b>Street Address:</b>	1834 Walden Office Square		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1392593	LIFESTYLE AWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-6801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 701-6895		
<b>Email:</b>	grice@fvldlaw.com		
<b>Correspondent Name:</b>	Glenn A. Rice		
<b>Address Line 1:</b>	55 W. Monroe		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1373800 009		
<b>NAME OF SUBMITTER:</b>	Glenn Rice		
<b>Signature:</b>	/glenn rice/		

**OP \$40.00 1392593**

Date:

04/27/2006

**Total Attachments: 2**

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**ASSIGNMENT OF U.S. TRADEMARK**  
**BY PERFORMARK, INC.**

**ASSIGNMENT OF U.S. TRADEMARKS** (the "Assignment") made by **PERFORMARK, INC.** a Minnesota corporation having a principal place of business at 10701 Hampshire Ave. S., Minneapolis, Minnesota 55438, ("Assignor") to **MOTIVATION EXCELLENCE, INC.**, an Illinois corporation, having a principal place of business at 1834 Walden Office Square, Suite 400, Schaumburg, Illinois 60173 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of March 30, 2006, as amended (the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

**WHEREAS**, Assignor has used the mark(s) set forth on Schedule I hereto and incorporated herein by reference, which are registered in, and for which applications for registration have been filed in, the United States Patent and Trademark Office (the "Assigned Marks"), and which are to be transferred to Assignee in accordance with the provisions of the Agreement; and

**WHEREAS**, Assignee desires to purchase and acquire all Assignor's right, title and interest in and to such Assigned Marks, subject to and in accordance with the terms, conditions and provisions of the Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof set forth in Schedule I attached hereto and incorporated by reference herein, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights thereunder or in respect thereof, including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, under the laws of any jurisdiction worldwide and all tangible embodiments thereof; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be duly executed as of this 30th day of March, 2006.

**PERFORMARK, INC.**

By: 

Name: Joseph Lethert

Title: President

**SCHEDULE I**

LIFESTYLE AWARDS

Reg. # 1,392,593, Registered May 6,  
1986