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
Boehringer Ingelheim Pharmaceuticals, Inc.		12/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AJG-BI BRANDS, LLC	
Street Address:	2101 NW Corporate Blvd #410	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33431	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2735582	YOU CAN MAKE IT HAPPEN

CORRESPONDENCE DATA

Fax Number: (305)673-6872

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 305.673.6686

Email: richard@4trademark.com

Correspondent Name: RICHARD L MORRIS JR ESQ

Address Line 1: P.O. BOX 398538

Address Line 2: c/o 1-800-4-TRADEMARK

Address Line 4: MIAMI BEACH, FLORIDA 33239

NAME OF SUBMITTER:	RICHARD L MORRIS JR ESQ
Signature:	/rmorris/
Date:	07/26/2006

TRADEMARK REEL: 003355 FRAME: 0494

900054119

Total Attachments: 3 source=ajg-bi-assignment#page1.tif source=ajg-bi-assignment#page2.tif

source=ajg-bi-assignment#page3.tif

TRADEMARK REEL: 003355 FRAME: 0495

DEED OF ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT (this "Agreement"), dated effective as of December 31, 2005 (the "Effective Date") is from Boehringer Ingelheim Pharmaceuticals, Inc., a Delaware corporation, with its principal office located at 900 Ridgebury Rd., Ridgefield, CT 06877 ("Assignor"), to the AJG-BI Brands, LLC, a Florida limited liability company, with its principal office at 2101 NW Corporate Boulevard, Suite 410, Boca Raton, Florida 33431 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks described on <u>Schedule A</u> (the "Trademarks") attached hereto; and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of October 8, 2004 by and among Assignor, Assignee, Boehringer Ingelheim International GmbH, and Alan James Group, LLC, as amended by Amendment to Asset Purchase Agreement dated effective as of December 31, 2005 (collectively, the "Purchase Agreement"), Assignor has agreed to assign to Assignee and Assignee has agreed to acquire from Assignor certain assets including the Trademarks effective as of the date of this Agreement;

NOW, THEREFORE, for good and valuable consideration as more particularly set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment.</u> Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
- 2. Representations and Warranties. This Assignment is subject to the terms and conditions of the Purchase Agreement and nothing in this Assignment shall be construed to provide representations or warranties regarding the Trademarks beyond those provided in Section 4 of the Purchase Agreement. Nothing in this Assignment shall be construed as modifying or limiting the representations and warranties in the Purchase Agreement.
- 3. <u>Further Assurances</u>. Assignor will execute any and all additional documents that may be reasonably requested by Assignee to perfect the transfer of rights set forth herein.
- 4. <u>Binding Provisions</u>. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
- 5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this

BOC1\REALEST\184136.2 32706/0004 Assignment shall be governed by the internal law, not the law of conflicts, of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the Effective Date.

executed by their duly authorized officers, effective as of the Effective Date.		
BOEHRINGER INGELHEIM PHARMACEUTICALS, INC. By:		
By:		
STATE OF Connectical SS:		
COUNTY OF tantell)		
The foregoing instrument was acknowledged before me this day of 2006, by Mark Coroll as West Coo of Boehringer Ingelheim Pharmaceuticals, Inc. as his act and deed, and the free act and deed of said corporation. Notary Public My commission expires:		
LINDA M. FISHER		
STATE OF Florida) SS: NOTARY PUBLIC MY COMMISSION EXPIRES 10/81/2007 COUNTY OF palm Black		
The foregoing instrument was acknowledged before me this day of, 2006, by as CEO of AJG-BI Brands, LLC as his act and deed, and the free act and deed of said corporation.		
Notary Public State of Florida Kenneth Totchio My Commission DD413975 Expires 04/03/2009 Notary Public Notary Public Notary Public My commission expires: 4/3/2009		

BOC1\REALEST\184136.2 32708/0004

> TRADEMARK REEL: 003355 FRAME: 0497

Schedule A

Registered Trademark

Mark	U.S. Registration No.
YOU CAN MAKE IT HAPPEN	2,735,582

TRADEMARK REEL: 003355 FRAME: 0498

RECORDED: 07/26/2006