

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
Nubella, LLC		11/11/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marketing Technology Solutions Inc.		
Street Address:	510 Thornall Street		
Internal Address:	Suite 130		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78303314	N	
Serial Number:	78303305	NUBELLA	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	15932/17		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		

CH \$65.00 78303314

Signature:	/Vanessa A. Ignacio/
Date:	07/26/2006
Total Attachments: 10 source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page1.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page2.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page3.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page4.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page5.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page6.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page7.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page8.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page9.tif source=Marketing Technology Solutions, Inc. (Recordal of Trademarks from Nubella, LLC)#page10.tif	

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 11, 2005 by and between Marketing Technology Solutions, Inc., a Delaware corporation (the "Purchaser"), and Nubella, LLC, a Delaware limited liability company (the "Seller").

WITNESSETH:

WHEREAS, the Seller presently conducts the Business (as defined below); and

WHEREAS, the Seller desires to sell, transfer and assign to the Purchaser and the Purchaser desires to acquire and assume from the Seller all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
Certain Definitions

Section 1.1. *Certain Definitions*. As used in this Agreement, the following terms have the respective meanings set forth below:

"AAA" shall have the meaning ascribed thereto in Section 9.4.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Assignment and Assumption Agreement" shall have the meaning ascribed thereto in Section 6.1.

"Assumed Liabilities" shall have the meaning ascribed thereto in Section 2.3.

"Authorizations" shall have the meaning ascribed thereto in Section 3.6.

"Balance Sheet" shall have the meaning ascribed thereto in Section 3.15.

"Balance Sheet Date" shall have the meaning ascribed thereto in Section 3.15.

"Bill of Sale" shall have the meaning ascribed thereto in Section 6.1(h).

"Business" shall mean the Seller's business in the personal nutrition industry.

"Closing" shall have the meaning ascribed thereto in Section 7.1.

"Closing Date" shall have the meaning ascribed thereto in Section 7.1.

"Computer Equipment" shall mean all of the computer equipment set forth on Schedule 1.1(a) hereto.

"Customer Contracts" shall mean all contracts between the Company and its customers with respect to the Business as set forth on Schedule 1.1(b).

"Damages" shall have the meaning ascribed thereto in Section 8.2(a).

"Employment Agreement Escrow Amount" shall have the meaning ascribed thereto in Section 2.2(c).

"Encumbrance" means any lien, claim, charge, mortgage, pledge, deed of trust, security interest, lease, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement, equity, encumbrance or any comparable other restriction or limitation whatsoever.

"Environmental Law" means any foreign, federal, state or local statute, regulation, ordinance, rule of common law or other legal requirement, in any way relating to the protection of human health and safety, the environment or natural resources.

"Environmental Permits" shall have the meaning ascribed thereto in Section 3.11(a).

"Escrow Agent" shall mean Lowenstein Sandler PC.

"Escrow Agreement" shall mean that certain Escrow Agreement to be entered into by and among the Purchaser, the Seller and the Escrow Agent as of the Closing in connection with the Indemnity Escrow Amount and the Employment Agreement Escrow Amount.

"Excluded Assets" means any and all assets of the Business other than the Purchased Assets.

"Financial Statements" shall have the meaning ascribed thereto in Section 3.15.

"Governmental Authority" means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

"*Indemnifying Party*" and "*Indemnified Party*" shall have the meaning ascribed thereto in Section 8.2(c).

"*Indemnity Escrow Amount*" shall have the meaning ascribed thereto in Section 2.2(c).

"*Intellectual Property*" means all patents, patent registrations, patent applications (including, but not limited to, that certain pending patent application (Serial No. 20050010476) as filed with the United States Patent and Trademark Office on December 16, 2003), trademarks, service marks, trademark and service mark registrations and applications related thereto, copyrights, copyright registrations, copyright applications, technology, inventions, computer software, hardware, databases (including the Uniform Product Code nutritional database asset that crosscodes Stock Keeping Units with nutritional information), data and documentation (including electronic media), product drawings, trade secrets, know-how, customer lists and potential customer lists related to or used in the conduct of the Business (including, but not limited to, all Nubella opt-in members (which list consists of approximately 800,000 complete and accurate email addresses and approximately 2,200,000 complete and accurate postal addresses), Seller's Uniform Resource Locations and websites and any and all content related thereto, *N Magazine* including, but not limited to, any and all content thereof (published or non-published, including, but not limited to, all of the articles listed on Schedule 1.1(c)), and publishing rights associated therewith (including the right to publish *N Magazine* in the future as well as back issues), any and all issues, content, creative concepts, meta and search tagging and design related to the Nubella online newsletter, processes, other intellectual property and proprietary information, trade names (including, but not limited to, the "N Magazine" name) and corporate names, including, but not limited to, the corporate name "Nubella" and any and all trademarks, service marks, trademark and service mark registrations related thereto and/or rights and permits, licenses or other agreements to or from third parties regarding any of the foregoing.

"*IRS*" shall mean the Internal Revenue Service.

"*Laws*" shall have the meaning ascribed thereto in Section 3.6.

"*Leases*" shall have the meaning ascribed thereto in Section 3.18.

"*Liability*" means any debt, loss, damage, adverse claim, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

"*Material Adverse Effect*" means a change, effect, event, occurrence or circumstance that is materially adverse to (i) the business, assets, properties, results of operations, condition (financial or otherwise) or prospects of the Seller or the Purchase, as applicable, taken as a whole, or (ii) the ability of the Seller or the Purchaser, as applicable, to consummate the transactions contemplated by this Agreement or perform its obligations under this Agreement or the other Transaction Documents.

"*Material Contracts*" shall have the meaning ascribed thereto in Section 3.13.

"*Ordinary Course of Business*" means the ordinary and usual course of normal day-to-day operations of the Business, as conducted by the Seller consistent with past practice.

"*Person*" means an individual, partnership, corporation, limited liability company, sole proprietorship, joint venture, firm, joint-stock company, unincorporated organization or association, trust, Governmental Authority or other entity.

"*Preferred Stock*" shall have the meaning ascribed thereto in Section 4.4(a).

"*Purchased Assets*" means all of the right, title and interest in and to the following assets used in the conduct of the Business:

- (i) all Customer Contracts;
- (ii) all Material Contracts;
- (iii) all inventory back issues of *N Magazine*;
- (iv) all Transferred Accounts Receivable;
- (v) all Intellectual Property;
- (vi) all Leases of Real Property;
- (vii) all Computer Equipment;
- (viii) all supplies owned by the Seller and used in the Business;
- (ix) all Documents used in, held for use in or intended to be used in, or that arise out of, the Business, including Documents relating to Seller products, services, marketing, advertising, promotional materials, the Intellectual Property, and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding personnel files for employees of Seller, and excluding such files as may be required under applicable Law regarding privacy; and
- (x) all goodwill and other intangible assets associated with the Business, in including goodwill associated with the Intellectual Property.

"*Purchase Price*" shall have the meaning ascribed thereto in Section 2.2.

"*Purchaser*" shall have the meaning ascribed thereto in the preamble of this Agreement.

identical initial and supplemental IRS forms 8594 Asset Acquisition Statements under Section 1060 reflecting such allocation.

ARTICLE III Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser that:

Section 3.1. *Organization and Good Standing.* The Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. The Seller is duly qualified or authorized to do business as a foreign company and is in good standing under the laws of each jurisdiction in which it conducts the Business. The Business (i) has been conducted solely through the Seller (which does not directly or indirectly, own any subsidiaries) and (ii) has not been conducted under any names other than Nubella, LLC.

Section 3.2. *Authorization of Agreement.* The Seller has all requisite power and authority to execute and deliver this Agreement and the Seller has all requisite power, authority and legal capacity to execute and deliver each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by the Seller in connection with the consummation of the transactions contemplated by this Agreement, including but not limited to the Escrow Agreement and the Stockholders Agreement (collectively, the "Transaction Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by all requisite action on the part of the Seller. This Agreement has been, and each of the Transaction Documents will be at or prior to the Closing, duly and validly executed and delivered by the Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Transaction Documents when so executed and delivered will constitute, legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

Section 3.3. *Non-Contravention.* Neither the execution and delivery of this Agreement or the other Transaction Documents nor the performance by the Seller of its obligations hereunder or thereunder will (i) contravene any provision contained in the Seller's certificate of formation or operating agreement or any similar organizational governance document applicable to the Seller, (ii) violate or result in a breach (with or without the lapse of time, the giving of notice or both) of or constitute a default under (A) any contract, agreement, commitment, indenture, mortgage, lease, pledge, note, license, permit or other instrument or obligation or (B) any judgment, order, decree, law, rule or regulation or other restriction of any Governmental Authority, in each case to which the Seller is a party or by which it is bound or to which any of its assets or properties are subject, (iii) result in the creation or imposition of any Encumbrances on any of the Seller's assets or properties, or (iv) result in the acceleration of, or

permit any Person to accelerate or declare due and payable prior to its stated maturity, any obligation of the Seller.

Section 3.4. *No Consents.* No notice to, filing with, or authorization, registration, consent or approval of any Governmental Authority or other Person is necessary for the execution, delivery or performance of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

Section 3.5. *The Purchased Assets.* The Seller has good and marketable title to all of the Purchased Assets, free and clear of any Encumbrances. No third party (including any Affiliate of the Seller) owns or has any interest by lease, license or otherwise in any of the Purchased Assets. The Bill of Sale and any other documents of transfer to be executed and delivered by the Seller herewith are and will be sufficient to convey good and marketable title to the Purchased Assets to the Purchaser, free and clear of all Encumbrances. The Purchased Assets constitute all of the assets necessary together with this Agreement and the Transaction Documents for the Purchaser to conduct the Business as of the Closing Date without interruption and in the ordinary course of business.

Section 3.6. *Governmental Authorizations; Compliance With Laws; Etc.* The Business has been operated in compliance with all applicable laws, rules, regulations, codes, ordinances, orders, policies and guidelines of all Governmental Authorities ("Laws") and the Seller has not received any notice indicating or alleging noncompliance by the Seller with any Laws. The Seller has all permits, licenses, approvals, certificates and other authorizations, and has made all notifications, registrations, certifications and filings with all Governmental Authorities, necessary or advisable for the ownership and use of the Purchased Assets, and transfer of ownership thereof to the Purchaser (collectively, "Authorizations"). There is no action, investigation, arbitration or proceeding pending or threatened by any Governmental Authority with respect to any (i) alleged violation by the Seller or any of its Affiliates of any law, rule, regulation, code, ordinance, order, policy or guideline of any Governmental Authority, or (ii) alleged failure by the Seller or any of its Affiliates to have any Authorization. All of the Authorizations are in full force and effect and there has been no notification of the suspension or cancellation of any Authorization.

Section 3.7. *Employee Matters.* The Seller does not have any understanding or agreement (oral or written) with any of its employees, which would preclude any employee from becoming employed by the Purchaser or from continuing to work in the Business for the Purchaser immediately after the Closing. The Seller understands that the Purchaser will not be taking over or assuming any Liability for any of the Seller's benefit plans and the Purchaser shall have no Liability for any such plan or the termination thereof.

Section 3.8. *Litigation.* There are no lawsuits, arbitrations, actions, proceedings, claims, orders or investigations by or before any Governmental Authority or any other Person pending or threatened against the Seller or any of its Affiliates directly or indirectly relating to (i) the Seller, (ii) any products or services of the Seller, (iii) the Business, (iv) the Purchased Assets, (v) the transactions contemplated by this Agreement and the other Transaction Documents, and/or (v) alleged violations of applicable law by the Seller or the Business. There

are no facts or circumstances that could result in a claim for damages or equitable relief which, if decided adversely, could, individually or in the aggregate, have a Material Adverse Effect.

Section 3.9. *Taxes.*

(a) The Seller has filed all Tax Returns required to be filed with the appropriate Tax Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of the Seller); and (ii) all Taxes payable by or on behalf of the Seller have been fully and timely paid.

(b) The Seller is not a Foreign Person within the meaning of Section 1445 of the Code.

(c) The Seller has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and has duly and timely withheld and paid over to the appropriate Taxing Authority all amounts required to be so withheld and paid over under all applicable Laws.

Section 3.10. *Insurance.* At all times prior to the Closing, the Seller has maintained appropriate and adequate insurance policies covering the Business and covering the Purchased Assets.

Section 3.11. *Environmental Matters.*

(a) The operations of Seller are in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with any Authorizations required under all applicable Environmental Laws necessary to operate the Business ("Environmental Permits").

(b) Seller is not subject to any pending, or threatened claim alleging that Seller may be in violation of any Environmental Law or any Authorization relating thereto or may have any Liability under any Environmental Law.

Section 3.12. *Contracts.* Schedule 3.13 lists all material contracts (other than Customer Contracts), agreements, leases, commitments, instruments, plans, permits or licenses, written or oral, with respect to the Business to which the Seller is a party or by which the Seller or any of its assets is or are otherwise bound (the "Material Contracts"). To the best knowledge of the Seller, none of the other parties thereto intends to terminate or materially alter the provisions of such Material Contracts either as a result of transactions contemplated hereby or otherwise. The Seller has not received notice that the Seller is in default under any Material Contract, nor has the Seller given notice of any default or claimed, purported or alleged default on the part of any party in the performance of any Material Contract.

Section 3.13. *Transferred Accounts Receivable.* All of the Transferred Accounts Receivable being transferred to the Purchaser hereunder are valid and legally binding, represent bona fide transactions and arose in the Ordinary Course of Business of the Seller. All of such

Transferred Accounts Receivable are good and collectible receivables, and will be collected in accordance with the terms of such Transferred Accounts Receivable (and in any event within ninety (90) days following the Closing), without set off or counterclaims. The Seller has delivered to the Purchaser a schedule that accurately sets forth the aging of all of the Seller's accounts receivable as of October 31, 2005.

Section 3.14. *Intellectual Property.* (a) Schedule 3.15 contains a complete and accurate list of all of the Seller's Intellectual Property. The Seller owns and possesses all right, title and interest in and to the Intellectual Property. To the extent that any of the Intellectual Property was created in whole or in part by any third party such work was performed as and is a "work for hire" (as that term is defined under United States copyright laws) and/or all right, title and interest thereto has been validly assigned or otherwise validly transferred to the Seller. The Seller has taken all necessary and/or desirable action to protect the Intellectual Property and to perfect its right, title and interest thereto. The transactions contemplated hereby will vest all right, title and interest in and to the Intellectual Property in the Purchaser and will not result in any violation, breach, default or other adverse consequence impacting the Intellectual Property.

(b) No claim by any third party contesting the validity, enforceability, use or ownership of any Intellectual Property has been made, is currently pending or is or has been threatened. The Seller has not received any notice of, nor is there any fact which indicates a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to any of the Intellectual Property. The Seller has not infringed, misappropriated or otherwise conflicted with any rights of any third parties, nor will any infringement, misappropriation or conflict occur as a result of the Purchaser's use of the Intellectual Property. The Intellectual Property granted or assigned to the Seller has become the exclusive property of the Seller even if the Seller has not filed applications for patent, copyright, trademark, service mark, mask work or other similar protection, as applicable, for any such rights.

Section 3.15. *Financial Statements.* (a) The Seller has delivered to the Purchaser copies of (i) the unaudited consolidated balance sheets of the Seller as of December 31, 2003, and December 31, 2004 and the related unaudited consolidated statements of income and of cash flows of the Seller for the years then ended; and (ii) the unaudited consolidated balance sheets of the Seller for the nine (9) month period ended September 30, 2005 (such unaudited statements, including the related notes and schedules thereto, are referred to herein as the "Financial Statements"). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with GAAP consistently applied and presents fairly in all material respects the consolidated financial position, results of operations and cash flows of the Seller as of the dates and for the periods indicated therein. For the purposes hereof, the unaudited consolidated balance sheet of the Seller for the nine (9) month period ended September 30, 2005 is referred to as the "Balance Sheet" and September 30, 2005 is referred to as the "Balance Sheet Date".

(b) All books, records and accounts of Seller are accurate and complete and are maintained in all material respects in accordance with good business practice and all applicable Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

NUBELLA, LLC

By: *William Esping*
Name: William Esping
Title:

MARKETING TECHNOLOGY SOLUTIONS, INC.

By: *Hele Monat*
Name: HELENE MONAT
Title: CEO

Schedule 3.15 - Intellectual Property

Rental Domains

nubella.com \$125/m Totalbodymakeover.com \$0/m

Domains in Ownership (RegisterFly.com)

Domain	Registration Date	Expiration	Domain ID
bobscoupons.com	3/15/2005	3/15/2006	16527472
bobsdish.com	11/23/2004	11/23/2005	14331994
dishonbob.com	11/23/2004	11/23/2005	14332009
dishonhealth.com	11/23/2004	11/23/2005	14331765
dishonnutrition.com	11/23/2004	11/23/2005	14331770
fooddish.com	11/23/2004	11/23/2005	14331785
healthycoupons.com	1/19/2005	1/19/2006	15285779
lowdish.com	11/23/2004	11/23/2005	14331804
nbooklet.com	7/10/2003	7/10/2006	6505792
nbooklet.info	9/24/2004	9/24/2005	21457938
ncoupons.com	3/15/2005	3/15/2006	16527476
ndish.com	11/23/2004	11/23/2005	14332028
nub0.net	4/29/2004	4/29/2006	11069160
nubella.info	7/10/2003	7/10/2006	6505796
nubella.net	7/21/2002	7/21/2006	3686567
nubelladata.com	1/26/2005	1/26/2006	15443283
nubellalic.com	8/10/2003	8/10/2006	6850040
nutritiondailynews.com	1/26/2005	1/26/2006	15443284
sodishmag.com	12/21/2004	12/21/2005	14799043
sodishmagazine.com	12/21/2004	12/21/2005	14799052
wikinutrition.com	8/24/2005	8/24/2006	21180241
wikinutrition.info	8/24/2005	8/24/2006	21180243

Trademarks:

US Service Mark Application Serial # 78/303,305 -- Mark: NUBELLA
 US Service Mark Application Serial # 78/303,314 -- Mark: N, logo

United States Patent Applications

Patent # - 10/737,577 -- Consumer specific marketing tool method and apparatus
 Provisional Patent # - 60/485,269 -- Data Interchange method and apparatus

Site Management

Content Management System	Mambo 4.5 1a Stable
Online Content Items (09/07/05)	1,342
Image Load Capability	YES
Meta Tag Capability	YES
Search Functionality	YES
Image Caption Capability	YES
Multi Image User Per Store Capability	NO
Auto Resize of Images	NO