

06-21-2006



OVER SHEET  
ONLY

To the Honorable Commis. 103261426

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

My ePhit.com, LLC

- Individuals  Association
- General Partnership  Limited Partnership
- Corporate-State
- Other Utah limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: April 5, 2006

2. Name and address of receiving party(ies):

Name: AXIA My ePhit, LLC  
Internal Address:  
Street Address: 2825 E. Cottonwood Parkway

City: Salt Lake City State Utah ZIP 84121

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

See Schedule I attached

05/20/2006 DBYRNE 00000224 78341161

01 FC:8521  
02 FC:8522

( 40.00 OP  
325.00 OP )

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

See Schedule I attached

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy Radoccia  
Internal Address: Edwards Angell Palmer & Dodge LLP

Street Address: 111 Huntington Avenue  
City: Boston State MA ZIP 02199

6. Total number of applications and registrations involved ..... 14

7. Total fee (37 CFR 3.41)..... \$365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia  
Name of Person Signing

*Judy Radoccia*  
Signature

RECEIVED  
2006 JUN 20 AM 10:41  
June 19, 2006  
Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

U:ACJ\FORMS\1594.1

TRADEMARK  
REEL: 003358 FRAME: 0099

6-20-06

**Schedule I to Trademark Recordation Form Cover Sheet**

**AXIA My ePhit, LLC**

| <b>TRADEMARK</b>  | <b>Serial No.</b> | <b>Filed</b> | <b>Reg. No.</b> |
|---|-------------------|--------------|-----------------|
| ECOACH  | 78/341,161        | 12/15/2003   | N/A             |
| EATPHIT   | 78/341,158        | 12/15/2003   | N/A             |
| GETPHIT   | 78/341,157        | 12/15/2003   | 3,000,897       |
| LIVEPHIT  | 78/341,152        | 12/15/2003   | N/A             |
| MYEPHIT and Design<br>   | 76/230,338        | 03/26/2001   | 2,644,181       |
| MY EPHIT  | 75/942,000        | 03/11/2000   | 2,613,189       |
| CARDIOFORM  | 76/189,791        | 01/04/2001   | 2,729,920       |
| BRAINTAIN   | 76/157,140        | 10/31/2000   | 2,592,779       |
| ARTHRICALM  | 76/157,139        | 10/31/2000   | 2,644,016       |
| FAT ALTERPLEX   | 76/157,138        | 10/31/2000   | 2,595,708       |
| MR. EZZO'S CHEWABLES  | 76/157,137        | 10/31/2000   | 2,636,717       |
| OPTISURE  | 76/157,136        | 10/31/2000   | 2,592,778       |
| PROSTAWELL  | 76/157,135        | 10/31/2000   | 2,592,777       |
| EPHORLIFE ONLINE<br>NUTRITIONALS PERSONAL<br>HEALTH FOR LIFE and<br>Design<br> | 76/105,870        | 08/09/2000   | N/A             |

MERGER

EXPEDITE

APR 05 2006

Utah Div. of Corp. & Comm. 4-5-06

ARTICLES OF MERGER

OF

MY EP HIT.COM, LLC

INTO

AXIA MY EP HIT, LLC

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
And approved on this 03 day of APR 2006  
in this office of this Division and hereby issued  
this Certificate thereof.  
Examiner *[Signature]* Date 04-06-06



*[Signature]*  
Kathy Berg  
Division Director

To the Division of Corporations and Commercial Code  
State of Utah

Pursuant to the provisions of the Utah Revised Limited Liability Company Act governing the merger of a domestic limited liability company into a foreign limited liability company, the surviving limited liability company hereinafter named does hereby submit the following articles of merger.

1. The name of the non-surviving limited liability company, which is a limited liability company organized under the laws of the State of Utah, is My ePhit.com, LLC.

2. The name of the surviving limited liability company, which is a limited liability company organized under the laws of the State of Delaware, is AXIA My ePhit, LLC.

3. The Plan of Merger, in the form attached hereto as Exhibit A, for merging My ePhit.com, LLC into AXIA My ePhit, LLC has been approved by resolutions adopted by written consent of the members of My ePhit.com, LLC and AXIA My ePhit, LLC, in accordance with Section 48-2c-1408 of the Utah Revised Limited Liability Company Act and Section 18-209 of the Delaware Limited Liability Company Act.

4. The laws of the jurisdiction of organization of AXIA My ePhit, LLC permit a merger of a limited liability company of another jurisdiction into a limited liability company of the jurisdiction of organization AXIA My ePhit, LLC; and the merger of My ePhit.com, LLC into AXIA My ePhit, LLC is in compliance with the laws of the jurisdiction of organization of AXIA My ePhit, LLC.

5. The address of the principal office of AXIA My ePhit, LLC within or without the State of Utah at which AXIA My ePhit, LLC has authorized process to be served upon it by registered or certified mail return receipt requested is as follows:

c/o National Registered Agents, Inc.  
395 W. 2900 N.  
Pleasant Grove, Utah 84062

PRV-2821699/DVANREYSEN  
Date: 04/05/2006  
Receipt Number: 1751961  
Amount Paid: \$251.00


04-05-06P02:59 RCVD

6. The effective time and date of the merger herein provided for in the State of Utah shall be upon filing.

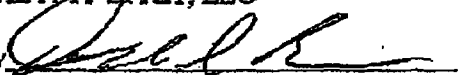
Executed on April 5, 2006

MY EPHT.COM, LLC

By: AXIA My ePhit, LLC, its sole member

By:   
Name: Douglas D. Byrd, Esq.  
Title: Secretary

AXIA MY EPHT, LLC

By:   
Name: Douglas D. Byrd, Esq.  
Title: Secretary

[Signature Page to Utah Articles of Merger of My ePhit.com, LLC into  
AXIA My ePhit, LLC]

**EXHIBIT A**

**PLAN OF MERGER**

**(see attached)**

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") dated as of the 5<sup>th</sup> day of April, 2006 between AXIA MY EPHIT, LLC, a Delaware limited liability company (hereinafter referred to as the "Surviving Company") and MY EPHIT.COM, LLC, a Utah limited Liability company (hereinafter collectively referred to as the "Merged Company") (the Merged Company and the Surviving Company are hereinafter collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving Company is duly organized and existing under the laws of the State of Delaware; and

WHEREAS, AXIA Health Management, Inc. (sometimes referred to hereinafter as the "Member") holds one hundred percent (100%) of the Surviving Company's membership interests; and

WHEREAS, the Merged Company is duly organized and existing under the laws of the State of Utah; and

WHEREAS, the Surviving Company (sometimes referred to hereinafter as the "LLC Member") holds one hundred percent (100%) of the membership interests of the Merged Company; and

WHEREAS, the Member of the Surviving Company and the LLC Member of the Merged Company deem it advisable and in the best interest of the respective entities that the Merged Company be merged with and into the Surviving Company pursuant to Section 48-2c-1407 of the Utah Revised Limited Liability Company Act and Section 18-209 of the Delaware Limited Liability Company Act, in a transaction that is without federal income tax consequences under the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Constituent Entities agree as follows:

1. Merger. The Merged Company shall merge with and into the Surviving Company, which shall be the surviving company, in a transaction that is without federal income tax consequences under the Internal Revenue Code.

2. Terms and Conditions. At the Effective Time on the Effective Date (each as defined below) of the merger, the separate existence of the Merged Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal and mixed, of the Merged Company, without the necessity for any separate transfers. The Surviving Company shall thereafter be responsible and liable for all

liabilities and obligations of the Merged Company, and neither the rights of creditors nor any liens on the property of the Merged Company shall be impaired by the merger.

3. Conversion of Membership Interests. The manner and basis of converting the membership interests of the Merged Company into membership interests of the Surviving Company are as follows:

(a) All of the membership interests of the Merged Company outstanding on the Effective Date of the merger and held by the Surviving Company shall be canceled, and no payment shall be made to the Surviving Company with respect thereto.

(b) All of the membership interests of the Surviving Company outstanding on the Effective Date of the merger shall remain outstanding.

4. Certificate of Formation. The Certificate of Formation of the Surviving Company, as in effect on the Effective Date of the merger, shall continue to be the Certificate of Formation of said Surviving Company following the Effective Date of the merger, until further amended and changed pursuant to the provisions of the Delaware Limited Liability Company Act.

5. Purposes of Surviving Company. The purposes set forth in the Certificate of Formation of the Surviving Company, as in effect on the Effective Date of the merger, shall continue in full force and effect as the purposes of the Surviving Company following the Effective Date of the merger.

6. Limited Liability Company Agreement of Surviving Company. The Limited Liability Company Agreement of the Surviving Company, as in effect on the Effective Date of the merger, shall continue to be its Limited Liability Company Agreement following the Effective Date of the merger.

7. Officers. The officers of the Surviving Company on the Effective Date of the merger shall continue as the officers of the Surviving Company following the merger for the full and unexpired terms of their offices and until their successors have been elected and appointed.

8. Approvals. This Agreement requires the approval of the LLC Member of the Merged Company in accordance with the provisions of Section 48-2c-1408 of the Utah Revised Limited Liability Company Act and the approval of the Member of the Surviving Company in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act, which approvals have been obtained.

9. Effective Time and Effective Date of the Merger.

(a) This Agreement and the merger shall become effective upon filing (the "Effective Date").

(b) The identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Company shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Company shall be continued in and merged into the Surviving Company and the Surviving Company shall be fully vested therewith.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

11. Counterparts, Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by the respective LLC Member and Member of the Constituent Entities, has caused this Agreement to be executed by its duly authorized officers.

ATTEST:

*[Handwritten signature]*

Name: Donald Parsons  
Title:

AXIA MY EPHIT, LLC  
(a Delaware limited liability company)

*[Handwritten signature]*

By:  
Name: Douglas D. Byrd, Esq.  
Title: Secretary



ATTEST:

*[Handwritten signature]*

Name: Donald Parsons  
Title:

MY EPHIT.COM, LLC  
(a Utah limited liability company)

By: AXIA My ePhit, LLC,  
its Sole Member

*[Handwritten signature]*

By:  
Name: Douglas D. Byrd, Esq.  
Title: Secretary

[Signature Page to Agreement and Plan of Merger]

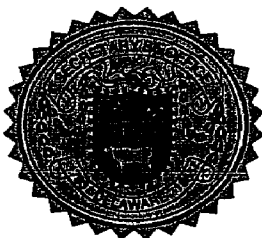
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MY EPHIT.COM, LLC", A UTAH LIMITED LIABILITY COMPANY, WITH AND INTO "AXIA MY EPHIT, LLC" UNDER THE NAME OF "AXIA MY EPHIT, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 2006, AT 1:26 O'CLOCK P.M.



4129807 8100M

060320971

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4646295

DATE: 04-05-06

TRADEMARK  
REEL: 003358 FRAME: 0108

**State of Delaware**  
**Certificate of Merger of a Foreign Limited Liability Company**  
**into a Domestic Limited Liability Company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is \_\_\_\_\_  
AXIA My ePhit, LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving  
Limited Liability Company is My ePhit.com, LLC  
The jurisdiction in which this Limited Liability Company was formed is Utah.

Third: The Agreement of Merger has been approved and executed by both Limited  
Liability Companies.

Fourth: The name of the surviving Limited Liability Company is \_\_\_\_\_  
AXIA My ePhit, LLC

Fifth: The executed agreement of merger is on file at: \_\_\_\_\_  
2825 E. Cottonwood Parkway, Salt Lake City, Utah 84121-7055  
the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited  
Liability Company on request, without cost, to any member of the Limited Liability  
Company or any person holding an interest in any other business entity which is to merge  
or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate  
to be signed by an authorized person, this 5th day of April, A.D., 2006

By:   
Authorized Person

Name: Douglas D. Byrd, Esq., Secretary.  
Print or Type

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:26 PM 04/05/2006  
FILED 01:26 PM 04/05/2006  
SRV 060320971 - 4129807 FILE