

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Mr. William Louis		08/01/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milton Johns Company, Inc.		
<b>Street Address:</b>	500 South Falkenburg Road		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33619		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2847576	LIFESTYLES IN MOTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-456-5202		
<b>Email:</b>	chitmdocket@gtlaw.com		
<b>Correspondent Name:</b>	Howard E. Silverman		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	LIFESTYLES IN MOTION		
<b>NAME OF SUBMITTER:</b>	Howard E. Silverman		
<b>Signature:</b>	/Howard E. Silverman/		
<b>Date:</b>	08/04/2006		

CH \$40.00 2847576

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and delivered as of August 1, 2006, pursuant to the terms and subject to the conditions of that certain UCC Sale Agreement (the "Sale Agreement"), dated as of May 25, 2006, by and among MJC Debt Holding, LLC (the "Lender"), Milton Johns Company, Inc., a Delaware corporation and designee of the Lender (the "Assignee"), and William Louis, an individual (the "Assignor").

### RECITALS:

WHEREAS, Assignor had agreed to sell and assign to Assignee and its successors, assigns, nominees or other legal representatives, the entire right, title, interest and goodwill in and to the trademarks and service marks identified on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first written above.

**"ASSIGNOR"**

WILLIAM LOUIS

By: \_\_\_\_\_

*WHL*

**EXHIBIT A**  
**TRADEMARKS**

Mark	Application. No.	Filing Date	Reg. No.	Reg. Date	Country
LIFESTYLES IN MOTION	78/280,369	July 29, 2003	2,847,576	June 1, 2004	U.S.
LIFESTYLES IN MOTION	1204611	January 29, 2004			Canada
LIFESTYLES IN MOTION	639837	January 29, 2004	833891	May 28, 2004	Mexico