

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN HOLDINGS, LLC		08/24/2006	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	BODY INNOVENTIONS IP HOLDINGS, LLC		
Street Address:	1000 E. WILLIAM STREET		
Internal Address:	SUITE 204		
City:	CARSON CITY		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2622350	BODY INNOVENTIONS	
Registration Number:	2754417	LIP EXPLOSION	
CORRESPONDENCE DATA			
Fax Number:	(801)530-2978		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801.517.7132		
Email:	bodyinnoventions@mjstc.net		
Correspondent Name:	BODY INNOVENTIONS IP HOLDINGS, LLC		
Address Line 1:	1000 E. WILLIAM STREET		
Address Line 2:	SUITE 204		
Address Line 4:	CARSON CITY, NEVADA 89701		
ATTORNEY DOCKET NUMBER:	BODY INNOVENTIONS IP HOLD		
NAME OF SUBMITTER:	Dennis W. Gay		

OP \$65.00 2622350

Signature:

/dwg/

Date:

09/12/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, WESTERN HOLDINGS, L.L.C., a Wyoming limited liability company, having its principal place of business at 5742 W. Harold Gatty Drive, Salt Lake City, Utah 84116 (hereinafter "Assignor") desires to assign to BODY INNOVENTIONS IP HOLDINGS, LLC, a Nevada limited liability company having its place of business at 1000 East William St., Suite 204, Carson City, NV 89701 (hereinafter "Assignee") the Marks and names it may own as listed in Exhibit "A" hereto (hereinafter referred to as the "Marks").

WHEREAS, Assignor desires to convey to Assignee the entire right, title and interest of Assignor in and to the Marks together with the goodwill of the business appurtenant thereto; and

WHEREAS, Assignee accepts the assignment of the Marks as aforesaid;

NOW, THEREFORE, to all whom it may concern, be it known that Assignor for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, to it paid by the said Assignee, receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does hereby sell, grant, assign, transfer and set over, to the said Assignee, its successors and assigns, its entire right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks and all convention and treaty rights of all kinds in all countries throughout the world, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for any past or present infringements, said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made, all effective *nunc pro tunc* as of the 2nd day of August, 2005 .

Assignor warrants that there has been no abandonment by Assignor of the Marks from the date of first use to the date of this Assignment and that the Marks are in current use.

Assignor covenants and agrees, to execute and deliver to Assignee any and all additional papers that may reasonably be requested by Assignee and do any further act as may reasonably be required by Assignee for the purpose of implementing the terms of this Assignment, without further charge, cost or expense to Assignee including, without limitation, the registration of this Assignment in appropriate jurisdictions. Assignor agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose. Assignor hereby irrevocably appoints Assignee to be Assignor's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of Assignor in connection with the Mark.

Assignee accepts this Assignment of the Marks and the goodwill of the business appurtenant thereto

[Signatures appear on next page]

IN WITNESS WHEREOF, the said WESTERN HOLDINGS, L.L.C., as Assignor has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof this 24th day of August, 2006.

WESTERN HOLDINGS, L.L.C.

By: COMMAND ENTERPRISES, LLC, Manager

By: [Signature]
Val K. Weight, Vice President, Finance

IN WITNESS WHEREOF, the said BODY INNOVENTIONS IP HOLDINGS, LLC, as Assignee has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof, this 24th day of August, 2006.

BODY INNOVENTIONS IP HOLDINGS, LLC

By: COMMAND ENTERPRISES, LLC, Manager

By: [Signature]
Carla Fobbs, Legal Administrator

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 24th day of August, 2006, personally appeared before me Val K. Weight, to me personally known, who being by me duly sworn, deposes and says: that he is Vice President of Finance of Command Enterprises, LLC, manager of WESTERN HOLDINGS, L.L.C., Assignor; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he signed this Assignment as a free act on behalf of said limited liability company.

On this 24th day of August, 2006, personally appeared before me Carla Fobbs, to me personally known, who being by me duly sworn, deposes and says: that she is Legal Administrator of Command Enterprises, LLC, manager of BODY INNOVENTIONS IP HOLDINGS, LLC, Assignee; that the execution and delivery of this Assignment was authorized by said limited liability company; and that she signed this Assignment as a free act on behalf of said limited liability company.



[Signature]
Notary Public

EXHIBIT "A"

US Trademark Registration for BODY INNOVENTIONS® (class 5),
Registration #2,622,350, Registration date 09/17/2002

US Trademark Registration for LIP EXPLOSION® (class 3), Registration
#2,754,417, Registration date 09/17/2002

ND: 4817-8299-6993, Ver 1