

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| AXIA Health Management, LLC | | 12/01/2006 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AXIA Health Management, Inc. | | |
| Street Address: | 9280 S. Kyrene Road | | |
| Internal Address: | Suite 134 | | |
| City: | Tempe | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85284 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78704610 | HEALTHY BALANCE | |
| Serial Number: | 78704633 | HEALTHY ALIGNMENT | |
| Serial Number: | 78591831 | PROVING PREVENTION WORKS | |
| Serial Number: | 78783178 | QUITSTER | |
| Serial Number: | 78783154 | NICODEMON | |
| Serial Number: | 78783165 | Q-CARDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)756-8087 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | nward@mwe.com | | |
| Correspondent Name: | Richard Y. Kim | | |
| Address Line 1: | 600 13th Street NW | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |

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| ATTORNEY DOCKET NUMBER: | 70818-026 |
| NAME OF SUBMITTER: | Richard Y. Kim |
| Signature: | /Richard Y. Kim/ |
| Date: | 12/06/2006 |
| Total Attachments: 4 source=Executed Axia-Axia Assignment#page1.tif source=Executed Axia-Axia Assignment#page2.tif source=Executed Axia-Axia Assignment#page3.tif source=Executed Axia-Axia Assignment#page4.tif | |

TRADEMARK ASSIGNMENT

This Assignment is made on this 1st day of December, 2006 (the "Trademark Assignment") by and between AXIA Health Management, LLC, a Delaware limited liability company (the "Assignor"), and AXIA Health Management, Inc., a Delaware corporation (the "Assignee"), with a principal place of business at 9280 S. Kyrene Road, Suite 134, Tempe, Arizona 85284.

WHEREAS, Assignor owns the marks, as identified in Schedule A attached hereto, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks (the "Trademarks"); and

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor and Assignor desires to assign all right, title and interest in the Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor that is existing and ongoing to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

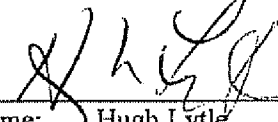
This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

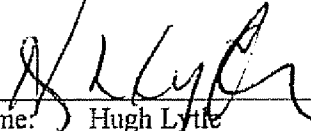
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

AXIA HEALTH MANAGEMENT, LLC

By: 
Name: Hugh Lytle
Title: President

ACKNOWLEDGED AND ACCEPTED BY:

AXIA HEALTH MANAGEMENT, INC.

By: 
Name: Hugh Lytle
Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

| Mark | Serial No. | Filed | Reg. No. | Issued | Goods / Services and Class | Owner of Record |
|--------------------------------|------------|------------|----------|--------|--|-----------------------------|
| HEALTHY BALANCE | 78/704,610 | 8/31/2005 | N/A | N/A | Alternative care delivery services and education consisting of curricula, methodology and venues for complimentary and alternative medicine, massage therapy, chiropractic services, prevention services and physical activity | Axia Health Management, LLC |
| HEALTHY ALIGNMENT | 78/704,633 | 8/31/2005 | N/A | N/A | Alternative care delivery services and education consisting of curricula, methodology and venues for complimentary and alternative medicine, massage therapy, chiropractic services, prevention services and physical activity | Axia Health Management, LLC |
| PROVING PREVENTION WORKS | 78/591,831 | 3/21/2005 | N/A | N/A | Health management services, namely, providing a program promoting the benefits of disease prevention and management programs and health intervention programs | Axia Health Management, LLC |
| QUITSTER | 78/783,178 | 12/30/2005 | N/A | N/A | Health enhancement services, namely, assisting individuals to stop addictive substance use by means of a global computer information network; counseling in the field of addictive substance use cessation by means of a global computer information network | Axia Health Management, LLC |

| Mark | Serial No. | Filed | Reg. No. | Issued | Goods / Services and Class | Owner of Record |
|-----------|------------|------------|----------|--------|--|-----------------------------|
| NICODEMON | 78/783,154 | 12/30/2005 | N/A | N/A | Health enhancement services, namely, assisting individuals to stop addictive substance use by means of a global computer information network; counseling in the field of addictive substance use cessation by means of a global computer information network | Axia Health Management, LLC |
| Q-CARDS | 78/783,165 | 12/30/2005 | N/A | N/A | Computer services, namely, providing on-line customizable greeting cards | Axia Health Management, LLC |