

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/21/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Doug Powell		02/21/2007	INDIVIDUAL: UNITED STATES
Lisa Powell		02/21/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Johnson & Johnson
Street Address:	One Johnson & Johnson Plaza
City:	New Brunswick
State/Country:	NEW JERSEY
Postal Code:	08933-7001
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2966461	TYPE1TOOLS
Registration Number:	2914606	FLASHCARBS
Registration Number:	2923174	DATAWISE

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: Christen.English@dbr.com, Andrea.Engel@dbr.com
 Correspondent Name: Christen M. English
 Address Line 1: 1500 K Street, N.W., Ste. 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	031138.328/237317
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OP \$90.00 2966461

NAME OF SUBMITTER:	Christen M. English
Signature:	/Christen M. English/
Date:	04/03/2007
Total Attachments: 8 source=ASSIGN#page1.tif source=ASSIGN#page2.tif source=ASSIGN#page3.tif source=ASSIGN#page4.tif source=ASSIGN#page5.tif source=ASSIGN#page6.tif source=ASSIGN#page7.tif source=ASSIGN#page8.tif	

Assignment of Marks and Domain Names

This Assignment is made and entered into as of the 21st day of February, 2007 between HealthSimple Tools, LLC, a Minnesota limited liability company, any and all other related companies of HealthSimple Tools, LLC as defined by 15 U.S.C. § 1127, Lisa and Doug Powell, individuals and residents of Minnesota, Schwartz Powell Design, Inc., a Minnesota corporation, and ideapark, having a principal place of business at 212 3rd Avenue North, Minneapolis, Minnesota (collectively, the "Assignors"); and Johnson & Johnson, a New Jersey corporation (collectively with any designated affiliates and together with its permitted successors and assigns, the "Assignee").

WHEREAS, Assignors and McNeil Nutritionals, LLC ("McNeil") have entered into an Asset Purchase Agreement made as of the 21st day of February, 2007 (hereinafter the "APA") in which Assignors have agreed to transfer certain assets to McNeil or its designee, including all trademarks and service marks ("Marks") and domain names used in the conduct of the business being transferred to McNeil pursuant to the APA, together with all the goodwill associated with the foregoing;

WHEREAS, pursuant to Section 2.3(c) of the APA, McNeil has designated its Affiliate (as defined in the APA) Johnson & Johnson as assignee of the aforementioned Marks and domain names; and

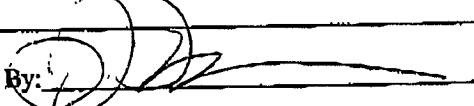

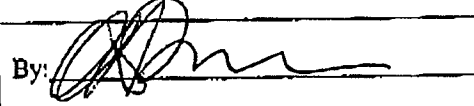
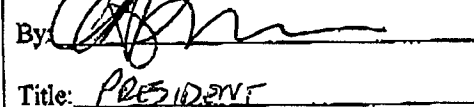
WHEREAS, McNeil will earn all of the income related to the aforementioned Marks.

NOW, THEREFORE, in consideration of the foregoing, Assignors and Assignee hereby agree as follows:


1. Assignors hereby assign and/or agree to assign to Assignee all of their right, title and interest in the Marks and domain names set forth in attached Schedule A together with all the goodwill associated with the foregoing, and

2. Assignors agree to execute, or cause to have executed, any confirmatory assignments or other documents that may be required in addition to the signing of this Assignment in order to transfer to the Assignee the ownership of the Transferred Intellectual Property (as defined in the APA) as set out herein and in order to effectuate the intent of this Assignment, including but not limited to: a) assignments of each mark or domain name in a form required by each country in which each Marks or domain name is registered; b) domain name transfer and/or assignment agreements in such form as may be required by each domain name registrar maintaining registries on which the transferred domain names are registered; and/or documents that evidence the chain of title of ownership of any of the Marks or domain names. In the event any further Marks or domain names are discovered which relate to the conduct of this business Assignors shall transfer all of their respective rights, title and/or interest in those Marks and/or domain names in a document substantially identical to this Assignment.

[SIGNATURE PAGE TO FOLLOW]

ASSIGNORS	ASSIGNEE
HEALTHSIMPLE TOOLS, LLC	JOHNSON & JOHNSON
By: 	By: _____
Title: PRESIDENT LISA POWELL	Title: _____
By: 	
Title: _____ DOUG POWELL	
By: 	
Title: _____	
SCHWARTZ POWELL DESIGN, INC.	
By: 	
Title: PRESIDENT	
IDEAPARK	
By: _____	
Title: _____	

ASSIGNORS	ASSIGNEE
HEALTHSIMPLE TOOLS, LLC	JOHNSON & JOHNSON
By: _____	By: _____
Title: _____	Title: _____
LISA POWELL	
By: _____	
Title: _____	
DOUG POWELL	
By: _____	
Title: _____	
SCHWARIZ POWELL, DESIGN, INC.	
By: _____	
Title: _____	
IDEAPARK	
By: <i>Michael Danner</i>	
Title: <i>Principal</i>	

ASSIGNORS	ASSIGNEE
HEALTHSIMPLE TOOLS, LLC	JOHNSON & JOHNSON
By: _____	By: 
Title: _____	Title: <i>ASSISTANT SECRETARY</i>
LISA POWELL	
By: _____	
Title: _____	
DOUG POWELL	
By: _____	
Title: _____	
SCHWARTZ POWELL DESIGN, INC.	
By: _____	
Title: _____	
IDEAPARK	
By: _____	
Title: _____	

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Schedule A

Mark	Country	Application No.	Filing Date	Owner
HEALTHSIMPLE Class 5	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 29	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 30	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 32	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 35	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 38	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 42	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 21	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 9	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 16	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 41	Peoples Republic of China		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Cls. 5,9,16,21,29,30,32,35,38,41,42,44	European Community	5472055	11/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Cls. 5,9,16,21,29,30,32,35,38,41,42	India		11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 5	United States	78/883,800	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 29	United States	78/883,814	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 30	United States	78/883,824	5/15/2006	HealthSimple Tools, LLC

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HEALTHSIMPLE Class 32	United States	78/883,828	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 35	United States	78/883,835	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 38	United States	78/883,838	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 42	United States	78/883,843	5/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 21	United States	78/901,653	6/6/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 9	United States	78/864,784	4/19/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 16	United States	78/864,789	4/19/2006	HealthSimple Tools, LLC
HEALTHSIMPLE Class 41	United States	78/864,795	4/19/2006	HealthSimple Tools, LLC
HEALTHSIMPLE	Canada	1323978	11/14/2006	HealthSimple Tools, LLC
HEALTHSIMPLE	Japan	2006106061	11/15/2006	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS	Peoples Republic of China		5/9/2006	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS	Peoples Republic of China		5/9/2006	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS Cls. 9, 16, 41	European Community	5061031	10/23/2006	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS Cls. 9, 16, 41	India	1449769	5/5/2006	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS Class 9	United States	78/750,766	11/9/2005	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS Class 16	United States	78/750,835	11/9/2005	HealthSimple Tools, LLC
HEALTHSIMPLE TOOLS Class 41	United States	78/750,833	11/9/2005	HealthSimple Tools, LLC
HELPING FAMILIES MANAGE LIFE WITH DIABETES	Worldwide			Type 1 Tools, LLC
SIMPLIFYING LIFE WITH DIABETES	Worldwide			Type 2 Tools, LLC
CARBWISE	Worldwide			Doug Powell and Lisa Powell
CARBWISE CHEAT-SHEETS	Worldwide			Doug Powell and Lisa Powell
TYPE1TOOLS and Finger-pointing Design	United States	2,966,461	10/21/03	Doug Powell and Lisa Powell
FLASHCARBS	United States	2,914,606	10/21/03	Doug Powell and Lisa Powell
DATAWISE	United States	2,923,174	1/26/04	Doug Powell and Lisa Powell

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HEALTHWISE DIABETES TOOLS	Worldwide			Doug Powell and Lisa Powell
FLASHCARB	Worldwide			Doug Powell and Lisa Powell
TYPE1TOOLS and/or TYPE 1 TOOLS	Worldwide			Doug Powell and Lisa Powell
TYPE2TOOLS and/or TYPE 2 TOOLS	Worldwide			Doug Powell and Lisa Powell

Domain Names

HEALTHSIMPLE.BIZ

HEALTHSIMPLE.COM

HEALTHSIMPLE.INFO

HEALTHSIMPLE.NAME

HEALTHSIMPLE.ORG

HEALTHSIMPLEEDUCATION.COM

HEALTHSIMPLEINC.COM

HEALTHSIMPLELEARNING.COM

HEALTHSIMPLELIFE.COM

HEALTHSIMPLELIFE.NET

HEALTHSIMPLELIFEONLINE.COM

HEALTHSIMPLETOOLS.COM

MAKEHEALTHSIMPLE.COM

MAKINGHEALTHSIMPLE.COM

TYPE1TOOLS.COM

TYPE2TOOLS.COM

HEALTHWISETOOLS.COM

HEALTHWISETOOLS.ORG

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