

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITURI, LLC		07/02/2007	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	ADVANTUS, CORP.		
Street Address:	12276 San Jose Boulevard		
Internal Address:	Suite 618		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32223		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77056575	VITURI	
Serial Number:	77056572	VITURI	
Serial Number:	77056561	VITURI	
CORRESPONDENCE DATA			
Fax Number:	(801)578-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-578-6903		
Email:	TM-SLC@stoel.com		
Correspondent Name:	Michael E. Mangelson		
Address Line 1:	201 South Main Street		
Address Line 2:	Suite 1100		
Address Line 4:	SALT LAKE CITY, UTAH 84111		
ATTORNEY DOCKET NUMBER:	33974.2 VITURI		

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NAME OF SUBMITTER:	Michael E. Mangelson
Signature:	/Michael E. Mangelson/
Date:	09/28/2007

Total Attachments: 59

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of this 1stst day of June, 2007, by and among Advantus, Corp., a Florida corporation (the "Buyer"), Vituri, LLC, a Utah limited liability company ("Seller"), and Warren Osborn ("Osborn" and, together with Seller, the "Selling Parties").

RECITALS

A. Seller is engaged in the business of design, purchase, packaging, marketing and sale of totes, fashion handbags, and camera bags (the "Business").

B. Seller wishes to sell and the Buyer wishes to purchase certain assets of the Business for the consideration and on the terms set forth in this Agreement.

C. The purchase and sale includes without limitation the finished inventory of the following product lines: (i) totes 1 and 2; (ii) Vituri camera bags; (iii) Vituri Urban; and (iv) Vituri Lifestyles line of bags (collectively the "Purchased Product Lines"). The principal place of business for the Business is: 12393 S. Gateway Park Place, Suite E 500, Draper, UT 84020.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. SALE AND TRANSFER OF ASSETS.

1.1 Assets; Excluded Assets.

(a) Assets. The term "Assets" means (i) Seller's existing inventory of the Purchased Product Lines (the "Inventory") and (ii) all assets directly associated with the Purchased Product Lines including without limitation the goodwill, customer relationships, websites, design files, the trade name "Vituri," and other intangible property (referred to collectively as the "Customer Base/Goodwill") listed on Exhibit A attached hereto. At the Closing (as defined below), Seller will sell and transfer to Buyer, free and clear of all Liens (as defined below), and Buyer will purchase from Seller, all of the Assets except for the Customer Base/Goodwill. Seller will sell and transfer to Buyer, free and clear of all Liens, the Customer Base/Goodwill on July 2, 2007 (the "Customer/Goodwill Transfer Date").

(b) Excluded Assets. The term "Excluded Assets" means all assets other than the "Assets," which include without limitation the items listed on Exhibit B attached hereto.

1.2 Purchase Price and Liabilities.

(a) Purchase Price. The purchase price ("Purchase Price") payable by the Buyer to the Seller for the Assets and for the other covenants of the Seller herein shall be the sum of the following:

(i) With respect to the Inventory, which shall include the inventory owned by Seller that is on hand, in transit, in China or in the UPS California warehouse for the Purchased Product Lines as determined in Schedule 1.2 attached to this Agreement, the purchase price shall be the "unit selling price" (as listed on the inventory spreadsheet attached to Schedule 1.2) for each inventory type. The quantity per each inventory type shall be adjusted based on actual quantity of the inventory

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count in accordance with Schedule 1.2. Seller estimates this amount to be \$2,314,346 as set forth on the inventory spreadsheet, and that estimate (the "Inventory Price Estimate") shall be used for purposes of the Closing (as defined below) and paid in "cash" at the Closing, and shall be subsequently adjusted as set forth on Schedule 1.2; plus

(ii) \$400,000 for the Customer Base/Goodwill, which shall be payable as follows: (A) a \$150,000 advance deposit paid in "cash" at the Closing, and (B) \$250,000 in cash (the "Customer/Goodwill Payment") payable by the Buyer to Seller on the Customer/Goodwill Transfer Date.

(b) No Assumed Liability. Buyer shall assume no liabilities in connection with this Agreement.

(c) Excluded Liabilities. All liabilities of Seller, whether known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, whether arising prior to or at the Closing (as defined below), whether or not related to the Business and whether or not disclosed to the Buyer are excluded from this Agreement ("Excluded Liabilities"). Seller hereby agrees to pay and perform when due all of the Excluded Liabilities. After notifying the Selling Parties of any Excluded Liability, to the extent that Buyer is required to pay or reasonably believes that Buyer should pay and does pay the Excluded Liability, then the Selling Parties shall reimburse the Buyer.

1.3 Closing. The purchase and sale (the "Closing") provided for in this Agreement shall be held simultaneously with the execution of this Agreement except with respect to the Customer Base/Goodwill (for which the purchase and sale shall occur on the Customer/Goodwill Transfer Date).

1.4 Closing Documents for Closing. The Buyer and the Selling Parties shall execute (where applicable) the following documents and take the following actions:

(a) At the Closing, Seller shall deliver to the Buyer:

(i) A Bill of Sale and Assignment Agreement, executed by Seller, in the form of Exhibit C attached hereto;

(ii) A certificate executed by the sole manager of Seller certifying that Warren Osborn has the power and authority to enter into on behalf of the Seller this Agreement and the other documents to be executed by Seller pursuant hereto, and to bind the Seller hereto and thereto; and

(iii) The Royalty Agreement set forth on the attached Exhibit G; and

(iv) Such other documents executed by the applicable Selling Parties as may be reasonably requested by the Buyer and which are consistent with this Agreement.

(b) At the Closing, the Buyer shall deliver to Seller the following:

(i) A certificate executed by the President of the Buyer certifying that such officer has the power and authority to enter into on behalf of the Buyer this Agreement and the other documents to be executed by Buyer pursuant hereto, and to bind the Buyer hereto and thereto;

(ii) A certified check, wire transfer and/or to the extent Seller's counsel is holding the funds in trust, the authorization to release the appropriate funds to Seller representing the Purchase Price, as outlined in Paragraph 1.2(a) less the amount of the Customer/Goodwill Payment; and

(iii) The Royalty Agreement set forth on the attached Exhibit G, which is incorporated herein by this reference.

(c) On the Customer/Goodwill Transfer Date, (i) Seller shall deliver to Buyer such documents as Buyer may reasonably request to evidence Seller's transfer and sale to Buyer of the Customer Base/Goodwill (collectively, the "Customer/Goodwill Transfer Documents"), and (ii) Buyer shall deliver to Seller a certified check or wire transfer in the amount of the Customer/Goodwill Payment, as such amount may be adjusted pursuant to the attached Schedule 1.4(c).

1.5 Place of Closing. All transactions contemplated herein shall be consummated at the law offices of Averitt & Co., P.A. in Jacksonville, Florida, or at such other place as the parties may mutually determine.

1.6 Further Assurances. Following the date of Closing (or, with respect to the Customer Base/Goodwill, after the Customer/Goodwill Transfer Date), at the request of the Buyer, Seller shall deliver any further instruments of transfer and shall take all such further action as may be necessary or appropriate to vest in the Buyer good title to the Assets that were to be transferred previously and to effectuate the transactions contemplated herein.

1.7 Allocation of Purchase Price. The parties agree to allocate the Purchase Price among the Assets in accordance with Schedule 1.7 attached hereto for federal, state and municipal tax purposes and that all tax returns shall be prepared consistent therewith; provided, however, that, as a physical count of the Inventory is taken and actual quantity of Inventory established under Schedule 1.2, the allocation on Schedule 1.7 shall be adjusted to allocate to the Inventory the actual number of units of Inventory times the unit price set forth on Schedule 1.2.

2. REPRESENTATIONS AND WARRANTIES BY THE SELLING PARTIES. As an inducement to the Buyer to execute this Agreement and to enter into the transactions contemplated hereby, Seller and the Selling Parties, subject to and except as set forth in the disclosures on Exhibit F hereto, jointly and severally represents and warrants to the Buyer that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date (and, with respect to the Customer Base/Goodwill, on the Customer/Goodwill Transfer Date).

2.1 Organization, Good Standing and Qualification. Seller is a company duly organized, validly existing and in good standing under the laws of the state of its organization and is duly qualified to do business in all states where it is required to be so qualified and has all requisite entity power and authority to carry on its business as now conducted and as proposed to be conducted. The Selling Parties have the power and authority to execute this Agreement and all other documents contemplated herein including without limitation the Customer/Goodwill Transfer Documents (collectively, the "Closing Documents") to which they are or will be a party. All of the members of Seller have approved the Seller entering into this Agreement.

2.2 Binding Agreement. The Selling Parties have duly executed and delivered this Agreement. This Agreement is, and when executed and delivered on the Closing Date (or, with respect to the Customer/Goodwill Transfer Documents, on the Customer/Goodwill Transfer Date) each of the Closing Documents will be, the legal, valid and binding obligations of the Selling Parties, enforceable against the Selling Parties in accordance with their respective terms.

2.3 Absence of Conflicting Agreements. Neither the execution and delivery of this Agreement nor the execution and delivery of any of the Closing Documents by the Selling Parties, nor the performance by the Selling Parties of the transactions contemplated hereby and thereby, conflicts with, or

constitutes a breach of or a default under: (i) the certificate of formation, operating agreement or other organizational or governing documents of the Seller; (ii) any applicable law, rule, judgment, order, writ, injunction or decree of any court; (iii) any applicable rule or regulation of any administrative agency or other governmental authority; or (iv) any agreement, lease, indenture, instrument or contract to which any of the Selling Parties is now a party or is bound.

2.4 Consents. No license, consent or approval of any person is required for the Selling Parties' execution and delivery of this Agreement or the Closing Documents or for the consummation by the Selling Parties of the transactions contemplated hereby or thereby.

2.5 Intentionally Omitted

2.6 No Finders or Brokers. No agent, broker or other person acting pursuant to the Selling Parties' authority is entitled to make any rightful or legitimate claim against the Buyer or the Selling Parties for any commission or finder's fee in connection with the transactions contemplated by this Agreement.

2.7 Compliance with Laws; Permits. Other than with respect to operations in China and Hong Kong (with respect to which the Selling Parties make no representation or warranty), Seller has operated the Business in compliance with all applicable federal, state, local or other governmental laws or ordinances, and all applicable orders, rules and regulations of federal, state, local or other governmental agencies.

2.8 Litigation and Insurance. There are no actions, lawsuits or proceedings pending against Seller. There are no actions, lawsuits or proceedings threatened against the Seller in law or in equity.

2.9 Title to Assets. Seller has good and valid title to all of the Assets, free and clear of any mortgage, pledge, lien, encumbrance, charge, claim, title retention agreement or other security interest or arrangement (collectively, "Liens") and the Assets are being transferred to Buyer free and clear of any Liens.

2.10 Intentionally Omitted

2.11 Inventory. All items included in the Inventory are finished goods that are in a condition ready to be sold, except as set forth on Exhibit F (including without limitation with respect to the Vituri Urban line of products). At Closing, Seller will not be in possession of any inventory not owned by Seller, including goods already sold. Inventory will be delivered FOB Utah, or West Coast Port.

2.12 Relationships. Except with respect to Seller's relationship with A. C. Moore (which Buyer has characterized and disclosed to Seller as risky), the Selling Parties have not been notified by any customer who purchased \$500,000 or more from Seller in the last 12 months that they intend to cease doing business with the Seller in the past 6 months.

2.13 Agreement. A true, correct and complete copy of the Seller's agreement with Jorjana Brown (the "Specified Agreement") is attached to this Agreement as Exhibit E, which Agreement is in full force and effect and there are no agreements or understandings between the parties to that agreement that is not set forth therein and Seller owes no amounts under the Specified Agreement.

2.14 Intentionally Omitted

2.15 Taxes. Seller has filed or caused to be filed on a timely basis all Tax Returns (as defined below) that are required to be filed, and paid all Taxes (as defined below) that have become due, and will pay all Taxes that become due in the future with respect to the operation of Seller's business; *provided, however*, that the Selling Parties shall not be responsible to pay any Taxes with respect to the Buyer's business or operations, including without limitation any Taxes that arise due to the Buyer's sale of, or other dealings with, the Assets after the Closing (or, with respect to the Customer Base/Goodwill, after the Customer/Goodwill Transfer Date).

The term "Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, property, environmental, vehicle or other title or registration, capital stock, franchise, employee's income withholding, foreign or domestic withholding, real property, personal property, sales, use, transfer, value added and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever, and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any small governmental body, whether a nation, state, county or other government official of any of the foregoing.

The term "Return" means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information that is required to be filed with or submitted in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration or enforcement of or compliance with any Tax. All Taxes are Excluded Liabilities for which the Seller is responsible.

2.16 Intellectual Property. All "Intellectual Property" (as defined below) of Seller that is directly related to the Purchased Product Lines shall be transferred to Buyer as part of the Assets for the Purchased Product Lines.

(a) The term Intellectual Property means all intellectual property directly related to the Purchased Product Lines including but not limited to the following:

- (i) trade names, registered and unregistered trademarks, service marks and applications;
- (ii) all patents, patent applications and additionally all inventions, improvements and discoveries, whether or not patentable;
- (iii) all registered and unregistered copyrights in both published works and unpublished works;
- (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, technical information, data, process technology, plans, and drawings.
- (v) all rights in Internet web sites and Internet domain names directly related to the Assets.

(b) Selling Parties have not received and have no actual knowledge of any claims of infringement by the Purchased Product Lines of any intellectual property owned by any other person or entity.

The items of Intellectual Property set forth on Exhibit B are Excluded Assets.

3. REPRESENTATIONS AND WARRANTIES BY THE BUYER. As an inducement to the Selling Parties to execute this Agreement and to enter into the transactions contemplated hereby the Buyer represents and warrants to the Selling Parties that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date.

3.1 Organization, Good Standing and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Buyer has the power and authority to execute this Agreement and all other Closing Documents to which it is or will be a party.

3.2 Binding Agreement. The Buyer has duly executed and delivered this Agreement. This Agreement is, and when executed and delivered on the Closing Date each of the Closing Documents will be, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

3.3 Absence of Conflicting Agreements. Neither the execution and delivery of this Agreement, nor the execution and delivery of any of the Closing Documents, by the Buyer, nor the performance by the Buyer of the transactions contemplated hereby and thereby, conflicts with or constitutes a breach of or a default under: (i) the Articles of Incorporation or Bylaws of the Buyer; (ii) any applicable law, rule, judgment, order, writ, injunction or decree of any court; (iii) any applicable rule or regulation of any administrative agency or other governmental authority; or (iv) any agreement, lease, indenture, instrument or contract to which the Buyer is now a party or is bound.

3.4 Consents. No license, consent or approval of any person is required for the Buyer's execution and delivery of this Agreement or the Closing Documents or for the consummation by the Buyer of the transactions contemplated hereby or thereby.

3.5 No Finders or Brokers. No agent, broker or other person acting pursuant to the Buyer's authority is entitled to make any rightful or legitimate claim against the Buyer or the Seller for any commission or finder's fee in connection with the transactions contemplated by this Agreement.

4. OBLIGATIONS OF PARTIES AFTER CLOSING.

4.1 Access to Records. After the Closing, Seller will provide to Buyer access to the business records of Seller which are related to the Assets, and Buyer may make copies of same.

4.2 Outstanding Purchase Orders. Seller has outstanding purchase orders to purchase inventory in the ordinary course of business from vendors. Buyer shall purchase those items from Seller, subject to the items being purchased in the ordinary course of business, being usable by the Business and the total amount not exceeding \$20,000. Within 30 days after the date of this Agreement, Seller shall provide Buyer with an open purchase order schedule that describes these outstanding purchase orders. This inventory shall be added to the Inventory owned by Seller, priced in the same manner and added to the post-Closing adjustments in **Schedule 1.2.**

4.3 Excluded Liabilities. The Selling Parties will be responsible for and timely pay the Excluded Liabilities.

4.4 Confidentiality.

(a) The Selling Parties acknowledge and agree that the protection of the Confidential Information (as defined below) is necessary to protect and preserve the value of the Assets. Therefore, the Selling Parties hereby agree, from and after the Closing, not to disclose to any unauthorized persons or entities, or use for its or their own account or for the benefit of any third party, any Confidential Information, whether or not such information is embodied in writing or other physical form or is retained in the memory of the Selling Parties, without Buyer's written consent, unless and to the extent that the Confidential Information is or becomes generally known to and available for use by the public other than as a result of the Selling Parties' fault or the fault of any other person or entity bound by a duty of confidentiality to Buyer or the Selling Parties. The Selling Parties agree to deliver to Buyer, promptly following the Closings, as Buyer may request, all documents, memoranda, notes, plans, records, reports and other documentation, models, components, devices, whether embodied in a disk or in other form (and all copies of all of the foregoing), that contain Confidential Information and any other Confidential Information that the Selling Parties may then possess or have under their control related to the Purchased Product Lines or that otherwise make up the Assets; *provided, however*, that the Selling Parties may retain copies of any information that they reasonably determine is necessary to prepare and file tax returns or to operate Seller's business after sale of the Assets. Notwithstanding any provision herein to the contrary, Buyer acknowledges and agrees that the Selling Parties have made much of the Confidential Information (including without limitation Seller's cost and pricing information and the fact that Seller has offered for sale its product lines) available to third parties prior to the date of this Agreement and that the Selling Parties shall not be liable for such prior disclosures.

(b) The term "Confidential Information" means any and all trade secrets and information concerning the Purchased Product Lines and directly related to the Purchased Product Lines, including without limitation product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing and distribution methods and processes, current and anticipated customer requirements, price lists, market studies, business plans, discoveries, concepts, methods and information of Seller, and any other information, however documented, of Seller that is a trade secret under applicable law or is of a type of information that is customarily maintained as confidential.

4.5 Non-Competition and Non-Solicitation. As an inducement for Buyer to enter into this Agreement, the Selling Parties agree that:

(a) For a period of twenty four (24) months after the Closing:

(i) The Selling Parties shall not, directly or indirectly (except on behalf of Buyer), engage in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, or render services or advice or other aid to, or guarantee any obligation of, any person or entity engaged in or planning to become engaged in a business that sells products identical to or substantially similar to those that are part of the products from Purchased Product Lines;

(ii) The Selling Parties shall not, directly or indirectly, cause, induce or attempt to cause or induce any customer, supplier, licensee or other person or entity to cease doing business with Buyer, to deal with any competitor of the Buyer or in any way interfere with the relationship between any such customer, supplier, licensee or other entity and the Buyer.

(iii) The Selling Parties shall not, directly or indirectly, solicit the business of any person or entity known to the Selling Parties to be a customer of the Buyer (except on

behalf of Buyer), whether or not the Selling Parties had personal contact with such Person, but only with respect to products or activities of the type included in the Purchased Product Lines or that compete, in whole or in part, with those of the business operated by Buyer using the Purchased Product Lines.

(b) The Buyer acknowledges and agrees that Seller and Osborn and entities he controls, including without limitation Seastone, LLC, may sell products, including stitched goods, to customers of Seller or otherwise so long as those products are not of a type included in or similar to those in the Purchased Product Lines.

(c) In the event of a breach by the Selling Parties of any covenant set forth in Section 4.5 of this Agreement, the term of such covenant will be extended by the period of the duration of such breach;

(d) Whenever possible, each provision and term of this Section 4.5 will be interpreted in a manner to be effective and valid, but if any provision or term of this Section 4.5 is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Section 4.5. If any of the covenants set forth in Section 4.5 are held to be unreasonable, arbitrary or against public policy, such covenants will be considered divisible with respect to scope, time and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against the Selling Parties to the greatest extent permissible.

4.6 Customer and Other Business Relationships. After the Closing, Seller will cooperate reasonably with the Buyer in its efforts to continue and maintain for the benefit of the Buyer those business relationships of the Seller existing prior to the Closing and relating to the business to be operated by Buyer after the Closing, including relationships with customers, suppliers and others, and the Selling Parties will satisfy the Excluded Liabilities in a manner that is not harmful to any of such relationships. The Selling Parties will refer to the Buyer all inquiries relating to the Purchased Product Lines. Neither Seller, nor any of their officers, employees, agents or shareholders, shall intentionally diminish the value of the Assets after the Closing or intentionally interfere with the business of the Buyer to be engaged in after the Closing, including disparaging the name or business of the Buyer.

4.7 Refunds to Customers. For 30 days after execution of this Agreement, the Selling Parties will be required to pay any refunds to customers for defective products for sales consummated prior to execution of this Agreement only if those refunds paid within such 30-day period pursuant to Seller's refund policies are greater than \$30,000. Any and all other customer refunds for products in the Purchased Product Lines sold by Seller before or after the Closing shall be paid by Buyer.

4.8 Cooperation. The Selling Parties agree that they will cooperate with Buyer after Closing so that the Assets and rights thereto are transferred to Buyer, including without limitation cooperating in the transfer of any intangible property rights that may require governmental filings of documents that are executed by the Selling Parties.

4.9 Press Release. Immediately after Closing the parties will issue a mutually agreeable joint press release.

4.10 Staff Resources. Although it is not a condition to this Agreement, it is contemplated the Buyer will hire Bryce Stevens, Bryan Dunford and Steve Rindlisbacher and pay their salaries and benefits for periods after the Closing. If so, Buyer agrees to allow Bryce Stevens and Bryan Dunford to do a reasonable amount of work for the Selling Parties for up to 90 days after the Closing at no cost to Selling Parties. For purposes of the preceding sentence, "reasonable" means that Bryce and Bryan may provide up to 50 hours per week for 30 days following the date of this Agreement, then up to 30 hours per week for 30 additional days, and then up to 20 hours per week for 30 additional days. After this original 90-day period, Buyer agrees to allow Bryce and Bryan to be available for any other reasonable amount of time to facilitate any wind-down matters with the operations of the Seller.

4.11 Non-Disparagement. For a period of 24 months after the Closing, neither the Selling Parties nor Buyer shall disparage one another, including without limitation disparagement of the Assets, the business formerly conducted by Seller, or the business conducted by Buyer using the Assets.

4.12 Consulting. For a period of 90 days after the execution of this Agreement, Buyer shall pay Warren Osborn a consulting fee of \$150 per hour for reasonable time spent facilitating or coordinating the transfer of assets and information to the extent so requested by the President of the Buyer or the President's designee.

5. SURVIVAL; INDEMNIFICATION.

5.1 Survival. The following survival periods shall apply to the representations and warranties contained in this Agreement: (i) The representations and warranties in Sections 2.1, 2.2, 2.3, 2.8, 3.1, 3.2, and 3.3 shall survive in perpetuity; (ii) the representations and warranties regarding Inventory in Section 2.11 shall survive until 120 days after the Closing; and (iii) all other representations and warranties contained in this Agreement shall survive the Closing Date and the consummation of the transactions contemplated herein for a period of 24 months. Notwithstanding any right of the Buyer to fully investigate the affairs of Seller relating to the Business and notwithstanding any knowledge of facts determined or determinable by the Buyer pursuant to such investigation or right of investigation, the Buyer has the right to rely fully upon the representations, warranties, covenants and agreements of the Selling Parties contained in this Agreement.

5.2 Indemnification Rights and Obligations.

(a) The Selling Parties hereby jointly and severally agree to indemnify the Buyer fully and hold the Buyer and any assignees of the Buyer (collectively, the "Indemnified Buyers") harmless for, and will pay to the Indemnified Buyers the amount of, any loss, liability, claim, damage or expense, including, without limitation, the costs of any attorneys' or accountants' fees related thereto, whether or not involving a third-party claim (collectively "Damages"), arising directly or indirectly from:

(i) any breach or inaccuracy of any representation or warranty made by the Selling Parties in this Agreement or any certificate or agreement delivered pursuant hereto so long as Buyer notifies the Selling Parties in writing of such breach or inaccuracy within the applicable survival period in Section 5.1 above; provided, however, that the obligations of the parties hereto to pay customer refunds shall be determined pursuant to Section 4.7 above and shall not give rise separately to liability to the Selling Parties under this Section 5.2(a); or

(ii) the failure of the Selling Parties to comply with any covenants or agreements made by the Selling Parties in this Agreement.

(iii) Any Excluded Liabilities.

(b) The Buyer hereby agrees to indemnify the Selling Parties fully and hold the Selling Parties, and any members or assignees of the Selling Parties (collectively, the "Indemnified Sellers") harmless for, and will pay to the Indemnified Sellers the amount of, any Damages arising, directly or indirectly, from or in connection with:

(i) any breach or inaccuracy of any representation or warranty made by the Buyer in this Agreement or any certificate or agreement delivered pursuant hereto so long as Selling Parties notify Buyer in writing of such breach or inaccuracy within the applicable survival period as set forth in Section 5.1 above; or

(ii) the failure of the Buyer to comply with any covenants or agreements made by the Buyer in this Agreement.

(c) Limitation on Indemnity Liability. Notwithstanding any provision herein to the contrary, the maximum monetary liability of the Selling Parties under Section 5.2 of this Agreement is limited as follows: (i) with respect to breaches of representations or warranties in Sections 2.1, 2.2, 2.3, 2.8 and 2.9, the Purchase Price; and (ii) with respect to breaches of any other representations or warranties in this Agreement, \$400,000; provided, however, that in no event shall the maximum monetary liability of the Selling Parties under this Section 5.2 or under this Agreement exceed the Purchase Price.

6. Disclosures by Selling Parties. The Selling Parties desire to make certain disclosures to the Buyer which are attached as Exhibit F.

7. MISCELLANEOUS.

7.1 Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered by personal delivery, facsimile transmission, overnight courier, or if mailed by certified mail, return receipt requested, postage prepaid at the address set forth below. Each party may change its address for notices by giving notice thereof in accordance with this section.

To the Seller and Selling Parties at:

AMM, LLC
Attn: Mr. Warren Osborn
4290 N. Vintage Circle
Provo, UT 84604

With a copy to:

Bennett Tueller Johnson & Deere, P.C.
Attn: Monte M. Deere Jr.
3165 E. Millrock Drive, Suite 500
Salt Lake City, Utah 84121

To the Buyer at:

Advantus, Corp.
Attn: Mr. Kevin Carpenter
12276 San Jose Boulevard

Suite 618
Jacksonville, FL 32223

With a copy to:

Averitt & Co., P.A.
Attention: Barry C. Averitt, Esq.
8833 Perimeter Park Blvd.
Suite 1004
Jacksonville, Florida 32216

7.2 Remedies. The parties shall each have and retain all rights and remedies existing in their favor under this Agreement, at law or in equity, including rights to bring actions for specific performance and injunctive and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any provision of this Agreement, and all such rights and remedies shall, to the extent permitted by applicable law, be cumulative and a party's pursuit of any such right or remedy shall not preclude such party from exercising or pursuing any other available right or remedy.

7.3 Utah Law, Jurisdiction, Venue and Service of Process. This Agreement shall be governed by, interpreted, and enforced in accordance with Utah Law without giving effect to the principles of conflicts of laws thereof. The Selling Parties agree that service of process in any proceeding in any such court may be effected by Certified Mail for any or all of the Selling Parties at the address set forth for notices in Section 7.1 of this Agreement.

7.4 Waiver of Jury Trial. The parties hereby agree that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues and that, therefore, any action brought by the Selling Parties against the Buyer or brought by the Buyer against the Selling Parties, in each case whether alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a judge sitting without a jury.

7.5 Counterparts. This Agreement 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.

7.6 Independence of Covenants and Representations and Warranties. All covenants hereunder shall be given independent effect so that if a certain action or condition constitutes a default under a certain covenant, the fact that such action or condition is permitted by another covenant shall not affect the occurrence of such default, unless expressly permitted under an exception to such initial covenant. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached shall not affect the incorrectness of or a breach of a representation and warranty hereunder.

7.7 Expenses. Each party hereto shall pay all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement, whether or not the transactions contemplated herein are consummated, including the fees and expenses of the counsel and accountants of each.

7.8 Transfer Taxes. Any United States or federal, state or local, sales, use, transfer, transfer gains or similar taxes payable in connection with the sale and purchase of the Assets shall be paid by Seller.

7.9 Intentionally Omitted

7.10 Schedules and Exhibits. Any schedules and exhibits that are referenced in this Agreement as being attached to this Agreement are incorporated herein by reference.

7.11 Assignment. This Agreement is assignable by the Buyer, provided that Buyer remains liable for all of its obligations hereunder. Any assignee or successor of Buyer is entitled to enforce the provisions of this Agreement, including those set forth in Section 4, against the Selling Parties.

7.12 Entire Agreement. This Agreement contains the entire understanding of the parties and shall not be amended except by a written instrument hereafter signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be executed the day and year first above written.

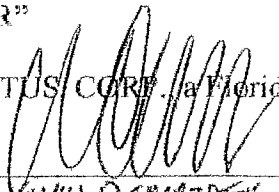
“SELLER”

Name: Warren Osborn
Title: Manager

Warren Osborn, individually

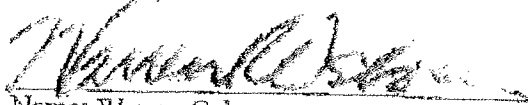
“BUYER”

ADVANTUS CORP., a Florida corporation

By: 
Name: KEVIN O'CONNELL
Title: PRESIDENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be executed the day and year first above written.

"SELLER"



Name: Warren Osborn

Title: Manager



Warren Osborn, individually

"BUYER"

ADVANTUS, CORP., a Florida corporation

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

TRADEMARK
REEL: 003630 FRAME: 0596

LIST OF EXHIBITS

Exhibit A: Purchased Assets

Exhibit B: Excluded Assets

Exhibit C: Bill of Sale and Assignment

Exhibit D: Omitted

Exhibit E: Jorjana Brown Agreement

Exhibit F: Disclosures

Exhibit G: Royalty Agreement

Schedule 1.2 – Inventory

Schedule 1.4(c) – Preliminary Inventory Count Adjustment

Schedule 1.7 – Allocation of Purchase Price

EXHIBIT A

Purchased Assets

The "Assets" includes all of the inventory that is part of the Purchased Product Lines and all other property of Seller that is associated with the Purchased Product Lines, including the following (but excluding the Excluded Assets):

- (a) all inventories on-hand associated with the Purchased Product Lines;
- (b) all inventories in-transit associated with the Purchased Product Lines;
- (c) all inventories in China associated with the Purchased Product Lines;
- (d) all inventories in the UPS CA warehouse related to the Wal-Mart camera clutch project;
- (e) websites and domain names, and rights related thereto, related to the Purchased Product Lines, including without limitation allmymemories.com, ammwholesale.com, and vituri.com;
- (f) all contracts, and all outstanding offers or solicitations made by or to Seller to enter into any contract related to the Purchased Product Lines, including without limitation all customer orders (except as otherwise expressly set forth in this Agreement).
- (g) all data and records reasonably available related to the Purchased Product Lines, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and, subject to legal requirements, copies of all personnel Records related to the personnel the Buyer is contemplating hiring notwithstanding the fact that the contemplated hires are not a requirement of this Agreement.
- (h) all of the intangible rights and property of Seller, including Seller's Intellectual Property, going concern value, goodwill, customer relationships, telephone, telecopy and e-mail addresses and listings, and trademarks and trade names related to the Purchased Product Lines;
- (i) all claims of Seller against third parties relating to the Assets whether choate or inchoate, known or unknown, contingent or non-contingent;
- (j) all rights of Seller relating to deposits and prepaid expenses (including prepaid advertising), claims for refunds and rights to offset in respect thereof that are directly related to the Assets and are not listed as Excluded Assets; and
- (k) trade show booth;
- (l) any and all Agreements which are attached hereto as Exhibit E.
- (m) the customer relationship with Deseret Books with respect to the Purchased Product Lines

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Excluded Liabilities related to the Assets.

EXHIBIT B

Excluded Assets

- The following scrap book products: paper, stickers, embellishments, and other items designed to go inside scrapbooks.
- Equipment, fixtures, computers and automobiles in the United States.
- Equipment, fixtures, computers and automobiles in China.
- All accounts receivable, including accounts receivable from Wal-Mart for the camera bag sale(s) and accounts receivable (and amounts payable based on purchase orders received but not yet invoiced) from Deseret Book for scripture book bags.

EXHIBIT C

Bill of Sale and Assignment

TRADEMARK

REEL: 003630 FRAME: 0600

BILL OF SALE AND ASSIGNMENT

Vituri, LLC, a Utah limited liability company (the "Seller") and Warren Osborn entered into an Asset Purchase Agreement with Advantus, Corp., a Florida corporation (the "Buyer") dated as of today's date, which is June 1, 2007 (the "Asset Purchase Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Seller does hereby sell, assign, transfer and convey to the Buyer all of the Seller's right, title and interest in and to the assets to be transferred to the Buyer at the Closing (as defined in the Asset Purchase Agreement) pursuant to the Asset Purchase Agreement and represents and warrants that Seller is transferring good and valid title to the assets to Buyer.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the 1st day of June, 2007.

"Seller"

VITURI, LLC, a Utah limited liability company

By: 

Print Name: Warren R. Osborn

Title: Manager

EXHIBIT D

Omitted

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Proprietary Information and Inventions Agreement (this "*Agreement*") is entered into effective as of July 1, 2006, by and between VITURI, LLC, a Utah corporation (formerly known as AMM Acquisition, LLC) (the "*Company*"), and Jorjana Brown, an individual (the "*Service Provider*").

A. Effective as of the date hereof, the Company and Service Provider are entering into an employment agreement, stock purchase agreement, consulting agreement or some other similar relationship (the "*Services Agreement*"). Additionally, the Service Provider is an owner of All My Memories Wholesale, LLC (the "*Purchased Company*"), and the company is acquiring all of the assets of the Purchased Company as of the date hereof.

B. As a condition to entering into the Services Agreement, the Company has requested that Service Provider execute, and Service Provider is willing to execute, this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Service Provider hereby agree as follows:

1. Nondisclosure.

1.1 Recognition of the Company's Rights; Nondisclosure. At all times during Service Provider's service to the Company and for a period of two years thereafter, Service Provider will hold in the strictest confidence and will not disclose or use any of the Company's Proprietary Information (as that term is defined below), except as such disclosure, use or publication may be required in connection with Service Provider's work for the Company or by law, subpoena or court order (provided that Service Provider shall cooperate, at the Company's expense, to obtain a protective order), or unless the Company expressly authorizes such disclosure in writing. Service Provider will obtain the Company's written approval before publishing or submitting for publication any material (written, oral or otherwise) that relates to Service Provider's work at the Company and/or incorporates any Proprietary Information. Service Provider hereby assigns to the Company any rights Service Provider may have or acquire in the Proprietary Information and recognizes that all of the Proprietary Information is and shall be the sole property of the Company and its successors and assigns.

1.2 Proprietary Information Defined. The term "*Proprietary Information*" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company or used in the research, development or marketing of the Company's technology or business including but not limited to (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, customer lists, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter separately referred to as an "*Invention*" and collectively referred to as the "*Inventions*"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other consultants and employees of the

Company. Notwithstanding the foregoing, it is understood that, at all such times, Service Provider will be free to use information that is generally known in the trade or industry, that is not gained as a result of a breach of this Agreement, and Service Provider's own, skill, knowledge, know-how and experience to whatever extent and in whichever way Service Provider desires.

1.3 Third Party Information. Service Provider understands, in addition, that the Company has received and in the future will receive from third parties, confidential or proprietary information ("*Third Party Information*"), subject to a duty on the Company's part to maintain the confidentiality of such Third Party Information and to use such Third Party Information only for certain limited purposes. At all times during Service Provider's service to the Company and thereafter, Service Provider will hold all Third Party Information in confidence and will not disclose to anyone (other than the Company personnel who need to know such Third Party Information in connection with their work for the Company) or use, except in connection with Service Provider's work for the Company, any such Third Party Information unless expressly authorized by an officer of the Company in writing in advance.

1.4 No Improper Use of Information of Prior Employers and Others. During Service Provider's service with the Company, Service Provider will not improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former employer or any other person or entity to whom Service Provider has an obligation of confidentiality, and Service Provider will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person or entity to whom Service Provider has an obligation of confidentiality unless consented to in writing by that former employer or person or entity, as the case may be. Service Provider will use in the performance of Service Provider's duties and obligations to the Company only information that is generally known and used by persons with training and experience comparable to Service Provider's, which is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company.

2. Noncompetition.

2.1 Acknowledgments. Service Provider is one of a limited number of persons who will perform a significant role in the Company's operations and business. By virtue of Service Provider's service to the Company, Service Provider will become acquainted with or develop Proprietary Information. Service Provider may develop Proprietary Rights and the Company Inventions, as such terms are defined below. The agreements and covenants set forth in this Section are essential to protecting the Company, its operations and business, and its Proprietary Information, Proprietary Rights and the Company Inventions.

2.2 Noncompetition and Nonsolicitation. In light of the acknowledgments set forth in Section 2.1, in connection with Service Provider's service with the Company and in partial consideration for the substantial purchase paid by the Company for the assets of the Purchased Company, during the period commencing on the date of this Agreement and ending on the later of (a) the date that is the third anniversary of the date that Service Provider's service to the Company terminates and (b) the date that is five years after the date hereof, Service Provider shall not, directly or indirectly, compete with the Company. This covenant shall apply to the geographic area of the United States and any other country in which the Company does business. For the purpose of this covenant, "compete" shall include without limitation directly (i) engaging in any business in any way related to or similar with the Company's business as conducted during Service

Provider's service with the Company and thereafter as conducted as of the date that Service Provider's service with the Company terminates, or (ii) knowingly soliciting, contacting or establishing a business relationship of any nature with any customer, supplier, or vendor, including without limitation the Company's vendors in China, of the Company or encouraging any such customer, supplier, or vendor of the Company to terminate its relationship with the Company.

2.2.1 Section 2.2 shall have the following exclusion. Service Provider may advise and consult Shanya Cerny's scrapbook company ("Shanya's Company"), provided however, that 1) Shanya's Company does not attempt to sell to any company with 20 or more outlets/stores, and 2) Shanya's Company does not attempt to produce or sell any albums, stitched goods or storage items, and 3) Shanya's Company does not attempt to affiliate in any way her company with AMM, or All My Memories, the Company, or the Brown's retail store, and 4) the Browns do not have an equity position in Shanya's Company, and 5) the Browns do not work for Shanya's company as employees, 6) the Browns limit their consulting to Shanya and Shanya's Company to between zero and a maximum of 5 hours per month (Company does not want a significant thrust of Jorjana's mind or attention going to another scrapbooking company). In short, the Company requires the non-competition to remain in place, but can accept the Brown's consulting Shayna in her paper goods scrapbook business, so long as such has no negative effect on the Company, now or in the future. If the Company, at its sole discretion at any time determines that either of the Brown's consultation with Shanya's Company negatively affects the Company in any way, the Company may retract the exclusions listed in this section and the full non-competition agreement shall remain in effect.

3. Assignment of Inventions.

3.1 Proprietary Rights. The term "*Proprietary Rights*" shall mean all trade secrets, patents, service marks, copyrights, mask works, proprietary information and other intellectual property rights throughout the world similar or related to the Proprietary Information.

3.2 Prior Inventions. "*Intellectual Property*" (as defined in the Utah Employment Inventions Act, U.C.A. § 34-39-1, *et. seq.*), if any, patented or unpatented, that Service Provider made prior to the commencement of Service Provider's service with the Company or All My Memories Wholesale, LLC, a Utah limited liability company ("*AMM Wholesale*"), is excluded from the scope of this Agreement to the extent that Service Provider can prove the following: (a) it was created by such Service Provider entirely on his or her own time; and (b) it was not conceived, developed, reduced to practice, or created by such Service Provider: (i) within the scope of his or her service to the Company or AMM Wholesale; (ii) while providing services to the Company or AMM Wholesale; or (iii) with the aid, assistance or use of any of the property, equipment, facilities, supplies, resources, or intellectual property of the Company or AMM Wholesale; and (c) it does not result from any work, services or duties performed by such Service Provider for the Company or AMM Wholesale; and (d) it does not relate to the industry or trade of the Company or AMM Wholesale; and (e) it does not relate to the current or demonstrably anticipated business, research, or development of the Company or AMM Wholesale. Service Provider understands that Intellectual Property meeting all of the qualifications listed above are exempted from the provisions of this Section 3.2 by the Utah Employment Inventions Act. To preclude any possible uncertainty, Service Provider has set forth on Exhibit A attached hereto a complete list of all Intellectual Property that Service Provider considers to be his own property or the property of third parties and that Service Provider desires to have excluded from the scope of this

Agreement, it being understood and represented by Service Provider to the Company that none of such listed Intellectual Property is related to the business of the Company (collectively, the "Prior Inventions"). If disclosure of any such Prior Invention would cause Service Provider to violate any prior confidentiality agreement, Service Provider understands that he or she is not to list such Prior Inventions in Exhibit A attached hereto, but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs, and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A attached hereto for such purpose. If, in the course of Service Provider's employment with the Company, Service Provider incorporates a Prior Invention into a Company product, process, machine or Invention, the Company is hereby granted and shall have a nonexclusive, royalty free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, Service Provider agrees that Service Provider will not incorporate, or permit to be incorporated, any Prior Inventions in any Proprietary Information of the Company without the Company's prior written consent. Any Invention or Prior Invention assigned to the Company pursuant to this Agreement, or to a third party as directed by the Company pursuant to this Section 3 are herein referred to as the "*the Company Inventions.*"

3.3 Assignment of Inventions. Service Provider hereby assigns and agrees to assign in the future (when any such Invention or Proprietary Rights are conceived, first reduced to practice, documented, or first fixed in a tangible medium, as applicable) to the Company all of Service Provider's right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto), whether or not patentable or registrable under patent, copyright or similar statutes, that are made, conceived, reduced to practice, or learned by Service Provider, either alone or jointly with others, in connection with Service Provider's service to the Company and that specifically relate to the business of the Company. Service to the Company includes all periods of service to the Company preceding and following the actual date of execution of this Agreement. Service Provider hereby agrees, without further consideration and without expense to Service Provider, to sign all lawful papers and to perform all other lawful acts which the Company may request of Service Provider to make fully effective the assignment of all of the foregoing rights.

3.4 Works for Hire. Service Provider acknowledges that all original works of authorship that are made by Service Provider (solely or jointly with others) within the scope of Service Provider's service to the Company and that are protectable by copyright shall be deemed to be "works made for hire," pursuant to the United States Copyright Act (17 U.S.C. Section 101) and all interest, right and title to such works made for hire shall be owned by the Company.

4. No Conflicting Obligations.

Service Provider represents that his or her performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence information acquired by Service Provider in confidence or in trust prior to Service Provider's service with the Company. Service Provider has not entered into, and Service Provider agrees that he or she will not enter into, any agreement, either written or oral, in conflict herewith.

5. Legal and Equitable Remedies.

Because Service Provider's services are personal and unique and because Service Provider may have access to and become acquainted with the Company's Proprietary Information, the

Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or violation of this Agreement by Service Provider.

6. General Provisions.

6.1 Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any controversy or claim arising from or related to this Agreement or the breach thereof will be settled by final and binding arbitration before a panel of three arbitrators in Utah County, Utah. Such arbitration shall be administered by the American Arbitration Association under the then prevailing applicable rules. Within 15 days after the commencement of such arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators shall have the authority to award any remedy or relief that a court of the State of Utah could order or grant, including, without limitation, specific performance of any obligation created the agreement, or the issuance of any injunction. All fees and expenses of the arbitration shall be borne by the parties equally. However, the prevailing party shall be entitled to an award of reasonable attorneys' fees. Notwithstanding the preceding provisions of this Section 6.1, either party may apply to any court having jurisdiction hereof and seek injunctive relief to maintain the status quo until the arbitration award is rendered or the controversy is otherwise resolved. For the purposes of making such an application to a court, each party (i) consents to the personal jurisdiction of the state and federal courts located in the State of Utah, (ii) waives any argument that venue in any such forum is not convenient, and (iii) agrees that such application shall only be venued in a court of the State of Utah located in Utah County, Utah, and in the federal courts of the district of Utah.

6.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to duration, geographical scope, activity or subject, such provision(s) shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then existing applicable law.

6.3 Successors and Assigns. This Agreement will be binding on Service Provider and Service Provider's heirs, executors, administrators and other legal representatives and will be binding on the Company and its successors and assigns.

6.4 Survival. The provisions of this Agreement shall survive the termination of Service Provider's service with the Company and the assignment of this Agreement by the Company to any successor in interest or to any other assignee.

6.5 Waiver. No waiver by the Company of any breach or violation of this Agreement shall be a waiver of any preceding or succeeding breach or violation. No waiver by the Company of any

right under this Agreement shall be construed as a waiver of any other right hereunder. the Company shall not be required to give notice to enforce strict adherence to any or the terms or conditions of this Agreement.

6.6 Entire Agreement. The obligations imposed pursuant to this Agreement hereof shall apply to any time during which Service Provider was previously in service to, or is in the future in service to, the Company as an employee or as an independent contractor if no other agreement governing nondisclosure of information and assignment of inventions similar to the provisions set forth in this Agreement is executed between the Company and Service Provider therewith. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions between the Company and Service Provider regarding the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of either party's rights under this Agreement, will be effective unless in writing and signed by both parties. Any subsequent change or changes in Service Provider's duties, obligations, salary or compensation will not affect the validity or scope of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Proprietary Information and Inventions Agreement to be signed as of the day and year first above written.

THE COMPANY:

VITURI, LLC, a Utah limited liability company

By: _____
Its: _____

SERVICE PROVIDER:

Jorjana Brown

EXHIBIT A

PREVIOUS INVENTIONS

TO: All My Memories, LLC and VITURI, LLC

FROM: _____

DATE: _____, 200__

SUBJECT: Previous Inventions

1. Inventions. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by All My Memories, LLC, a Utah limited liability company (the "*Company*"), that have been made or conceived or first reduced to practice by me, whether alone or jointly with others, prior to my employment by the Company or AMM Wholesale:*

2. Prior Confidentiality Agreements. Due to a prior confidentiality agreement to which I am bound, I cannot complete the disclosure requested by Section 1 above with respect to the inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the party(ies) indicated below:*

Invention or Improvement and Party(ies) Relationship

1. _____
2. _____
3. _____
4. _____

* Attach additional sheets if necessary

EXHIBIT F

Disclosure Schedule

- c Selling Parties believe AC Moore is an account that is a credit risk.
- c Selling Parties disclaim potential patent infringement risk (with respect to U.S. Patent number: 6213268) related to the totes. Buyer acknowledges there may be a risk related to any such infringement.
- c Selling Parties make no representation as to the success of the Wal-Mart Media Album project or additional clutch orders nor any other potential orders or future customer purchases.
- c AMM advises Advantus that it has provided AMM's costs/pricing for bids to numerous competitors in the industry, and has also announced to customers and competitors that it is selling its product lines. AMM will ask all parties to destroy any information they have received related to the AMM sale once the Closing takes place, but does not represent that such parties will act accordingly. AMM will disclose to the Buyer who was sent that information.
- c Advantus may not work with the Yajiali factory on the Purchased Product Lines without prior written consent by Selling Parties.
- c AMM has advised of product quality issues related to the Vituri Urban lines and that such could affect market perception of AMM and Vituri and Urban names/brands:
 - .9 Handbag
 - .9.1 Painted edge handles crack and tear after use: Fix new handles on new production of bags
 - .9.2 Inside lining on a few bags has frayed: Fix fold glue stitch on new bags
 - .10 Wallet
 - .10.1 Few zipper problems
 - .11 Tote Purse
 - .11.1 Painted edge handles crack and tear after use: Fix new handles on new production of bags
 - .12 Shoulder Bag
 - .12.1 Shoulder strap D-rings pulling out (First 1,400 units) Fix: remove internal d-rings attach to handle straps
 - .12.2 Zipper pulls break: Fix: replace where possible
 - .12.3 Zippers are medium quality, need to be improved on future runs
 - .13 Roller Bag
 - .13.1 No known issues yet but for the fact that is PVC so will have a tendency to be stretch/morph.
- c Up to \$400,000 of the Inventory (with such amount determined consistent with the inventory valuation method described in Schedule 1.2) is in China being manufactured but shall be finished, titled in Seller's name, and shipped from China within 21 days after the date of this Agreement.

TRADEMARK

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EXHIBIT G
Royalty Agreement

Royalty Agreement

Advantus Corp. ("Buyer") is purchasing certain assets from Vituri, LLC ("Seller") under a separate Asset Purchase Agreement of even date herewith. This Royalty Agreement will be executed simultaneously with such Asset Purchase Agreement. Under the Asset Purchase Agreement, Buyer has agreed to pay Warren Osborn a Royalty based on the terms and conditions below.

Royalty Payments

Depending on the Gross Margin (as defined and outlined below), a ten percent (10%) royalty or a seven percent (7%) royalty, based on Net Sales (defined as gross sales less returns or destroys), will be paid by Buyer to Warren Osborn on sales of "Royalty Generating Products" (as defined below) to the "Specified Customers" (as defined below) during the "Royalty Period" (as defined below).

A 10% royalty will be paid so long as the Gross Margin, defined as (Net Sales - COGS)/Net Sales, is greater than 35%. A royalty of 7% will be paid if the Gross Margin is less than or equal to 35%.

Royalty payments are to be made quarterly, by the 30th day of the month following the quarter (based on calendar year quarters), and Warren Osborn shall have the right, upon 30 days written notice, to examine Buyer's books and records as they pertain thereto.

Royalty Generating Product

A Royalty Generating Product is defined as the item on the attached Exhibit A that meets the following criteria;

(a) Is substantially similar to the items on Exhibit A including any reasonable modifications thereto (derivative works are specifically excluded and are not Royalty Generating Products); and

(b) Is sold to Sam's Club, Costco Wholesale or BJ's Wholesale (the "Specified Customers"); and

(c) Any sales by Buyer during the period of thirty six (36) months from and after the date of this Agreement (the "Royalty Period"; For example, if a sale on the Royalty Generating Product occurs twenty four (24) months from the date of this Agreement the Royalty would be paid for twelve (12) months as the Agreement terminates in thirty six (36) months regardless of when sales occur.)

Rights

Any and all rights to the Royalty Generating Products shall be owned by Buyer during and after the term of this Agreement.

Term

The term of this Agreement shall be thirty six (36) months from the date of execution.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year written below.

Seller

Buyer

Date

Date

Printed Name, Title

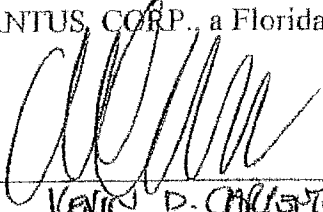
Printed Name, Title

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year written below.

VITURI, LLC, a Utah limited liability company

Name: Warren Osborn
Title: Manager

ADVANTUS, CORP., a Florida corporation

By: 
Name: KEVIN D. CHRISTY
Title: PRESIDENT

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year written below.

VITURI, LLC, a Utah limited liability company



Name: Warren Osborn
Title: Manager

ADVANTUS, CORP., a Florida corporation

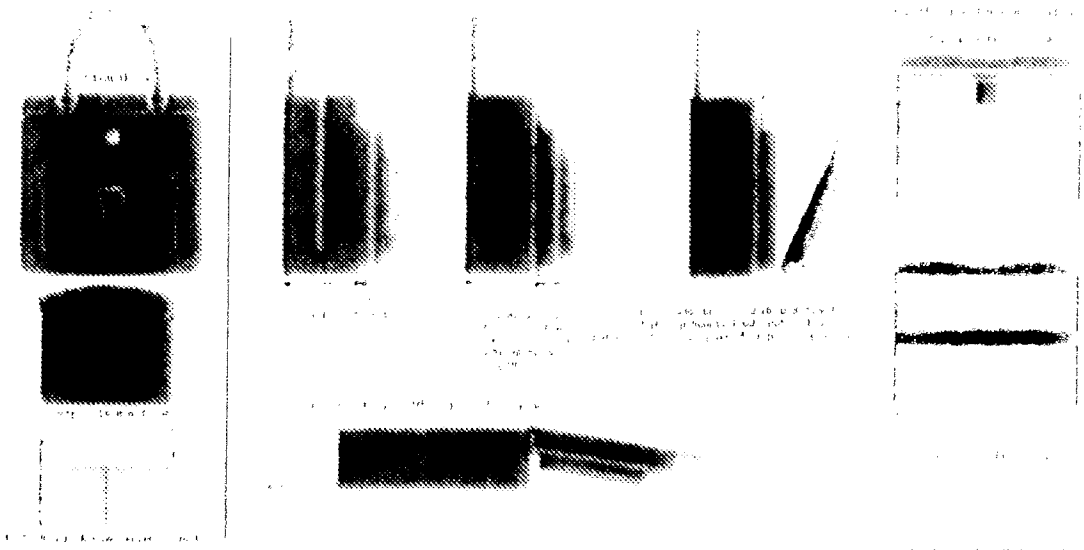
By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ROYALTY AGREEMENT

TRADEMARK
REEL: 003630 FRAME: 0616

EXHIBIT E

Jorjana Brown Agreement



SCHEDULE 1.2

Purchase Price Determination

The final inventory valuation portion of the Purchase Price is to be determined in accordance with this Schedule 1.2, including the spreadsheet attached hereto (the "Inventory Spreadsheet").

INVENTORY VALUATION

The final inventory valuation portion of the Purchase Price (the "Actual Inventory Valuation") will be determined as follows: It will be based on the listed per UNIT SELLING PRICE listed on the Inventory Spreadsheet, for each item type, multiplied by the actual quantity of each item type based on a physical count of the inventory conducted by Buyer and, except for the Component Part Inventory (as defined below), subsequently received in Jacksonville by Buyer, subject to that inventory complying with the following:

- (i) all of the Inventory must be owned by Seller without any liens or encumbrances (any previously sold must be removed from the inventory count); and
- (ii) the value of the total Inventory cannot exceed \$2,385,000. (If there is excess value, then that is ignored for purposes of calculating the purchase price); and
- (iii) the value of the total Inventory shall not include any that was purchased outside of the ordinary course of business.

The parties acknowledge and agree that certain items of Inventory are component parts (such as charms that are attached to finished inventory or drawers that are to become part of totes) that are intended to be used as a part of or to complete finished goods inventory (the "Component Parts Inventory"); the Component Parts Inventory will remain in factories and not be shipped to Jacksonville. The parties agree that Seller will provide Buyer with reasonable evidence of the identity and quantity of Component Parts Inventory and that the Component Parts Inventory will be counted as part of the Actual Inventory Valuation.

Special Qualification Re: Vituri Urban Line: With respect to the "Vituri Urban Line," the Purchase Price includes 70% of "book value" on Seller's books and is sold as is. Such pricing is listed in Schedule 1.2 and shall be the final per unit price. However, the Selling Parties will transfer at no cost to Buyer replacement parts (zipper pulls) that are on order and intended to be used to potentially correct certain issues with the Vituri Urban Line.

Upon valuing the inventory as described above, the Buyer shall prepare a closing document that is titled Inventory Valuation Part of Schedule 1.2 and shall provide that to the Selling Parties as soon after the Closing as the quantity of the Inventory is reasonably known. If the Selling Parties agree with that valuation then the Buyer and Seller shall initial it.

Purchase Price Adjustment. Seller's estimate of the Inventory ("Seller's Estimate") set forth on the Inventory Spreadsheet is being used to calculate the Purchase Price. To the extent that Seller's Estimate exceeds the Actual Inventory Valuation, the Selling Parties shall promptly refund to Buyer that excess (less any amount of the Customer/Goodwill Payment that Buyer has withheld pursuant to Schedule 1.4(c)). If Buyer informs the Selling Parties within 120 days after the Closing that Seller actually received less Inventory than as set forth in the Inventory Valuation Part of Schedule 1.2, then Buyer and Seller shall attempt in good faith to reconcile the actual Inventory books and adjust the

TRADEMARK

Purchase Price accordingly. If Buyer and Seller cannot make such reconciliation and adjustment to their mutual satisfaction within 60 days after Buyer's written notice to Seller, then Seller shall pay to Buyer the amount that Seller agrees is due, and Buyer shall have the right to pursue all remedies it has against Seller with respect to the remaining amount Buyer claims is due.

Partial Goods Inventory

Item	Location	QTY	Unit Cost	Ext. Cost
1 Toy2 Carousei	China	15,025	\$0.09	\$10,292.13
2 Large Charm--Gold/Silver	China	2,306	\$1.95	\$3,700.00
3 Camera Charm--Black	China	300	\$1.12	\$372.00
4 Camera Charm--Red	China	600	\$1.12	\$672.00
				\$15,336.13
5 Carousei	U.S.	680	\$0.75	\$405.00
6 Drawers	U.S.	625	\$0.90	\$562.50
7 Handles for Urban Tote Purse	U.S.	100	\$0.50	\$50.00
8 Extra Shoulderstraps for Urban Shoulderbag	U.S.	50	\$1.00	\$50.00
9 Extra Charms for Various Bags	U.S.	150	\$1.12	\$168.00
				\$1,265.50
10 Wristlet #1124 (紫黑 PVC) (at Carra)	China	50	¥25.00	\$60.20
11 Clutch PMS Off white 提布 (at Carra)	China	130	¥8.50	\$1,444.45
12 Satchel PMS #12 提布 (at Carra)	China	620	¥9.50	\$5,777.78
13 SLR PMS 7545 提布 (at Carra)	China	390	¥9.50	\$4,333.34
14 PUA17 天藍 1428 嫩紅 (at Carra)	China	355	¥22.00	\$1,020.92
				\$2,266.66
15 Clutch 紫紅 杏色 提布 (at Carra)	China	330	¥12.00	\$776.46
16 Clutch #A06 國際 灰藍 提布 (at Carra)	China	670	¥27.00	\$2,364.72
17 Satchel #A092 (提布 杏紅 杏色 提布) (at Carra)	China	290	¥25.00	\$1,061.45

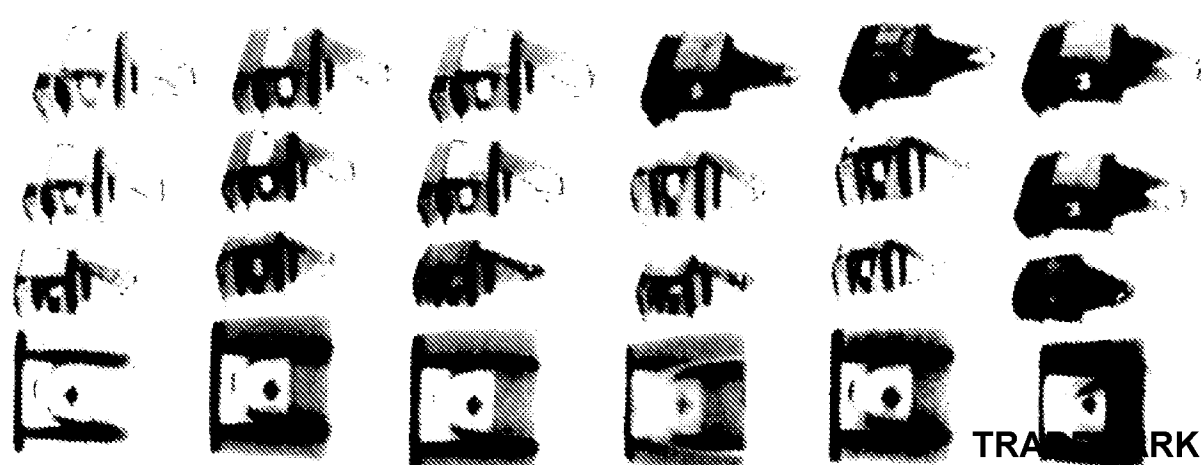
18 Messenger Belt Crown 1 1/2" (at Carra)	China	1500	\$ 2.53	\$450.00
19 SLR Belt Black 1 1/2" (at Carra)	China	2970	\$ 2.30	\$682.95
20 #1 甲盞牌紅白包蓋標紋 (at Carra)	China	590	\$424.00	\$249,840
21 盒蓋標布 (at Carra)	China	1505	\$48.50	\$72,792.50
22 夾口標布 (at Carra)	China	290	\$8.50	\$2,465.00
23 Saichei X Shiem Crossover 8 1/4" (at Carra)	China	1870	\$1.95	\$365.65
24 Jof1211 Under mark White (at Carra)	China	27200	\$0.02	\$544.00
25 Clout Grand (at Carra)	China	27200	\$0.05	\$1,360.00
27 紅色標標紋 (Clout 用) (at Carra)	China	46	\$22.00	\$1,012.00
28 #303 圓形標標紋 (at Carra)	China	50	\$28.00	\$1,400.00
29 SLR 標標紋 (at Carra)	China	107	\$19.50	\$2,086.50
30 Messenger 標標紋 (at Carra)	China	137	\$16.00	\$2,192.00
31 Crossover (日字紅色) 標紋 (at Carra)	China	40	\$38.00	\$1,520.00
32 Miscellaneous	China			\$5,000.00
				\$5,940.79

Total materials 541,695.24

Schedule 1,2-Totals

Current Inventory (estimated, final count needed)

Part #	On Hand	Units	MSRP	Wholesale	COGS	Value	Unit Sell Price	QTY
ES-TOTEM01	3	578	2,748	\$	29.99	\$	15.00	5.53
ES-TOTEM01	3	0		\$	19.99	\$	10.00	3.61
ES-TOTEM01	0	707	4,242	\$	14.99	\$	7.50	2.51
ES-SBAG01	3	0		\$	19.99	\$	10.00	3.74
Pink & Brown			146,090	\$	73,000	\$	26,812	
ES-TOTEM2	3	2	0	\$	29.99	\$	15.00	5.53
ES-TOTEM02	3			\$	19.99	\$	10.00	3.61
ES-TOTEM02	0			\$	14.99	\$	7.50	2.51
ES-SBAG02	3	1	0	\$	19.99	\$	10.00	3.74
Blue			240	\$	120	\$	44	
ES-TOTEM3	3	3	0	\$	29.99	\$	15.00	5.53
ES-TOTEM03	3			\$	19.99	\$	10.00	3.61
ES-TOTEM03	0	497	2,942	\$	14.99	\$	7.50	2.51
ES-SBAG03	3	146	444	\$	19.99	\$	10.00	3.74
Blue			50,308	\$	26,663	\$	9,090	
ES-TOTEM4	3	262	946	\$	29.99	\$	15.00	5.53
ES-TOTEM04	3	477	1,491	\$	19.99	\$	10.00	3.61
ES-TOTEM04	0	728	4,770	\$	14.99	\$	7.50	2.51
ES-SBAG04	3	541	1,823	\$	19.99	\$	10.00	3.74
Totally Pink			197,923	\$	78,962	\$	28,294	
ES-TOTEM5	3			\$	29.99	\$	15.00	5.53
ES-TOTEM05	3	188	474	\$	19.99	\$	10.00	3.61
ES-TOTEM05	3	344	3,802	\$	14.99	\$	7.50	2.51
ES-SBAG05	3	209	827	\$	19.99	\$	10.00	3.74
Purple Passion			79,930	\$	38,985	\$	13,879	
ES-TOTEM6	3	332	1,398	\$	29.99	\$	15.00	5.53
ES-TOTEM06	3	314	542	\$	19.99	\$	10.00	3.61
ES-TOTEM06	0	402	2,400	\$	14.99	\$	7.50	2.51
ES-SBAG06	3	572	1,716	\$	19.99	\$	10.00	3.74
Yellow			149,417	\$	74,709	\$	27,360	



TRADE MARK

ES-TOBERT	ES-TOERACT	ES-TORESOV	ES-SAG07	Spice Fee	Retail	Wholesale	QOC	Quantity	Amount	Stock	Value
1	2	3	4	5	6	7	8	9	10	11	12
29.99	-9.00	-4.95	-9.99	\$ 91,981	\$ 40,841	\$ 3,048	0.18	4.00	2.78	1.11	131,477
1,430	1,311	216	1								
1,430	1,311	216	1								
1,430	1,311	216	1								
1,430	1,311	216	1								

Total Line Inventory Value \$ 688,499 \$ 334,248 \$ 119,524
 Estimated remaining 76.5% \$ 91,453 Retail amount in stock \$ 100,580

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Schedule 1.2.2002

Current Inventory (Estimated, final count needed)

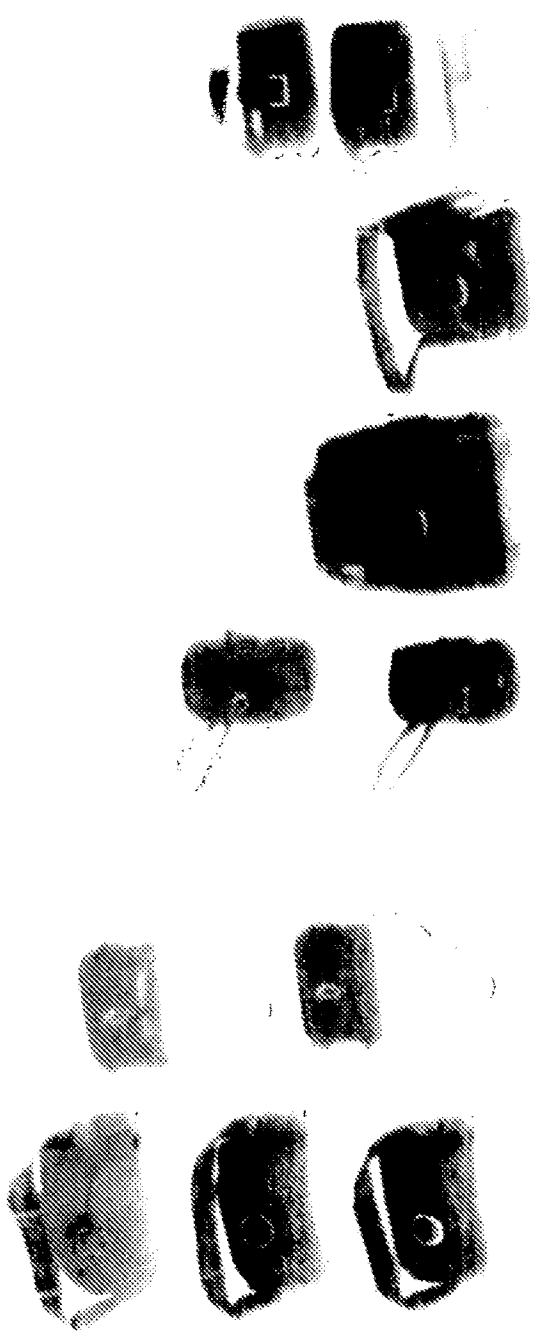
Part	On Hand	Est	USRP	Wholesale	COGS	Mark Up	Unit Selling Price	Cost
12-S01	6	750	4,000	\$ 14.99	\$ 7.50	110%	\$ 3.30	14,850
12-S01	3	300	2,500	\$ 39.99	\$ 20.00	110%	\$ 8.54	22,092
12-T01	3	3,075	2,219	\$ 34.99	\$ 17.50	110%	\$ 2.92	32,205
Red Stripe				\$ 493,462	\$ 246,721			108,327
12-S02	3	1,696	10,116	\$ 14.99	\$ 7.50	110%	\$ 3.30	23,403
12-S02	3	1,950	4,500	\$ 39.99	\$ 20.00	110%	\$ 8.54	39,723
12-T02	3	9,370	26,127	\$ 34.99	\$ 17.50	110%	\$ 3.92	924,002
Pink Camo				\$ 1,216,795	\$ 608,397			270,176
12-S05	6	755	4,500	\$ 14.99	\$ 7.50	110%	\$ 3.30	14,357
12-S05	3	912	2,736	\$ 39.99	\$ 20.00	110%	\$ 8.54	22,376
12-T03	3	3,171	9,513	\$ 34.99	\$ 17.50	110%	\$ 3.92	34,931
Black & White				\$ 510,177	\$ 255,089			111,536
12-S04	3	625	3,750	\$ 14.99	\$ 7.50	110%	\$ 3.30	12,382
12-S04	3	718	2,154	\$ 39.99	\$ 20.00	110%	\$ 8.54	18,102
12-T04	3	4,800	14,400	\$ 34.99	\$ 17.50	110%	\$ 4.36	122,410
Black Stripe				\$ 646,207	\$ 323,103			144,722
12-S06	3	181	950	\$ 14.99	\$ 7.50	110%	\$ 3.30	3,160
12-S06	3	220	675	\$ 39.99	\$ 20.00	110%	\$ 8.54	5,767
12-T05	3	570	1,710	\$ 34.99	\$ 17.50	110%	\$ 3.92	15,249
Raspberry				\$ 101,262	\$ 50,631			21,956
12-S08	3	1,200	1,200	\$ 14.99	\$ 7.50	110%	\$ 3.30	23,779
12-S08	3	1,078	3,234	\$ 39.99	\$ 20.00	110%	\$ 8.54	21,829
12-T06	3	1,326	12,585	\$ 34.99	\$ 17.50	110%	\$ 3.92	115,789
Blue Camo				\$ 581,592	\$ 346,796			151,392

Schedule 1.2-Viuni Camera Bags

Current Inventory (estimated, final count needed)

Unit Sales
by Unit

Item Code	Description	Each	On Hand	Est	7/9/92	7/9/92	COGS
VCB-C01	Viuni Fashion Camera Clutch - Pink	1	100	5,000	2,995	2,995	5.98
VCB-C02	Viuni Fashion Camera Clutch - Chocolate	3	100	3,000	1,125	1,125	4.31
VCB-C03	Viuni Fashion Camera Clutch - Red	3	350	2,974	1,399	1,399	4.62
VCB-CR09	Viuni Fashion Camera Messenger - Red	1	200	2,974	43,750	22,974	17.12
VCB-CR08	Viuni Fashion Camera Messenger - Brown	2	500	974	47,435	26,706	11.11
VCB-PR01	Viuni Fashion Camera Purse - Black	3	341	2,074	14,995	1,300	1.70
VCB-PR05	Viuni Fashion Camera Purse - Red	1	971	2,814	14,559	1,300	3.71
VCB-PR01	Viuni Fashion Camera Purse - Black	3	911	2,792	24,974	17,311	5.80
VCB-PR03	Viuni Fashion Camera Purse - Red	1	402	2,792	21,995	17,300	2.61
VCB-S01	Viuni Fashion Camera Satchel - Black	2	536	4,602	34,559	17,500	11.17
VCB-S02	Viuni Fashion Camera Satchel - Brown	2	536	4,602	34,995	17,500	11.17
VCB-S03	Viuni Fashion Camera Satchel - Raspberry	2	504	4,602	34,995	17,500	11.17
VCB-SB01	Viuni Fashion Camera Shoulder Bag - Black	2	1,105	2,200	33,995	24,000	12.71
VCB-SL01	Viuni Fashion Camera SLR Bag - Black	2	550	1,100	28,025	36,100	10.75
VCB-SL02	Viuni Fashion Camera SLR Bag - Brown	2	550	1,100	69,995	35,100	16.43
VCB-WR04	Viuni Fashion Camera Wristlet - Black	2	755	2,474	18,995	15,100	6.93
					2,053,074	34,500	279,983





Local Line Inventory Value	Retail	Wholesale	COGS
Estimated remaining	\$ 1,092,014	\$ 546,507	\$ 279,983
	100%	50%	

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Schedule 1.3-Vituri Lifestyles

Current Inventory (estimated, final count needed)

	Back	On Hand	EA	MSRP	Wholesale	COGS
VLLB-01	3	718	2,154	\$ 49.95	\$ 25.50	\$ -9.32
VLLB-02	2	930	2,790	\$ 49.95	\$ 25.50	\$ 10.32
VLLB-05	3	884	2,364	\$ 49.95	\$ 25.50	\$ -10.32
VLLB-04	3	887	2,361	\$ 49.95	\$ 25.50	\$ -10.32
VLLW-01	3	880	2,340	\$ 24.99	\$ 12.50	\$ 2.12
VLLW-02	3	797	2,211	\$ 24.99	\$ 12.50	\$ -0.3
VLLW-03	3	701	2,103	\$ 24.99	\$ 12.50	\$ -1.1
VLLW-04	3	741	2,222	\$ 24.99	\$ 12.50	\$ -1.3
				\$ 887,096	\$ 393,549	\$ 322,122

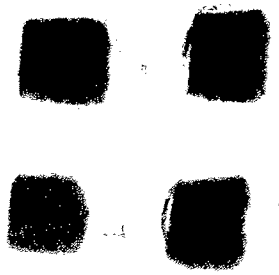
Total Line Inventory Value	Retail	Wholesale	COGS
	\$ 887,099	\$ 393,549	\$ 132,322
Estimated remaining			\$ 90,211

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Schedule 1.2-Vituri Urban (Large Bags)

Current Inventory (estimated, final count needed)

Item	Back	On Hand	Est	MSRP	Wholesale	COGS	Unit Price
UCSB-BLACK Vituri Urban Shoulder Bag - Black	2	1,485	2,982	\$19.54	\$10.51	\$27.21	\$19.05
UCSB-BLACK Vituri Urban Roller Bag - Black	-	2,540	2,540	\$15.86	\$10.11	\$35.00	\$24.50
Vituri Urban-Black				\$711,485	\$255,732	\$189,695	\$62,230
UCSB-RASP Vituri Urban Shoulder Bag - Raspberry	2	865	1,730	\$19.99	\$10.00	\$27.21	\$19.26
UCSB-RASP Vituri Urban Roller Bag - Raspberry	-	1,200	1,200	\$15.96	\$10.00	\$35.00	\$24.50
Vituri Urban-Raspberry				\$375,571	\$187,785	\$89,973	\$29,430



Total Line Inventory Value	Retail	Wholesale	COGS
Estimated remaining	\$1,087,036	\$443,518	\$256,678
		37%	\$50,918
			\$175,852

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Schedule 1.2-Vital-Waiter Clutch Promo

Current Inventory (Estimated, final count needed)

Clutch-#	Color	QTY	Unit Cost	Value	COGS	Net Value
Clutch-01	Pink Camera Clutch	10	\$0.95	\$9.50	\$4.15	\$5.35
Clutch-02	Brown Camera Clutch	9	\$0.95	\$8.55	\$4.15	\$4.40
Clutch-03	Raspberry Camera Clutch	8	\$0.95	\$7.60	\$4.15	\$3.45
Clutch-04	Black Camera Clutch	10	\$0.95	\$9.50	\$4.15	\$5.35
Clutch Promo - CALIFORNIA				\$ 210.978		\$ 76.174
Clutch-01	Pink Camera Clutch	10	\$0.95	\$9.50	\$4.15	\$5.35
Clutch-02	Brown Camera Clutch	9	\$0.95	\$8.55	\$4.15	\$4.40
Clutch-03	Raspberry Camera Clutch	8	\$0.95	\$7.60	\$4.15	\$3.45
Clutch-04	Black Camera Clutch	10	\$0.95	\$9.50	\$4.15	\$5.35
Clutch Promo - DRAPER				\$ 6,829		\$ 2,998



VITAL
WAITER

Total Line Inventory Value

Estimated remaining

Retail: \$ 222,607
Wholesale: \$ 78,512
COGS: \$ 78,512
Net Value: \$ 144,095

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SCHEDULE 1.4(e)

Preliminary Inventory Count Adjustment

On or before June 28, 2007, Seller will provide Buyer with a preliminary inventory valuation (the "Preliminary Inventory Valuation") comprised of the following: (i) a list of each item and type of Inventory (including the number of units and the Unit Selling Price as listed on the Inventory Spreadsheet) that, as of the date of the Preliminary Inventory Valuation, has been delivered to Buyer in Jacksonville (the "Delivered Inventory"); and (ii) a list of each item and type of Inventory (including the number of units and Unit Selling Price as listed on the Inventory Spreadsheet) that either is in transit to Buyer (the "In-transit Inventory") or constitutes Component Part Inventory (as defined in Schedule 1.2), together with reasonable evidence (e.g., packing slips or initialed factory inventory sheets) demonstrating the identity and quantity of such In-transit Inventory and Component Part Inventory. Buyer shall cooperate reasonably with Seller to identify and accurately list the Delivered Inventory. Buyer shall be entitled to withhold from the Customer/Goodwill Payment the amount by which the Inventory Price Estimate exceeds the Preliminary Inventory Valuation, subject to final determination of the Purchase Price pursuant to Schedule 1.2.

Schedule 1.7 Asset Allocation Schedule

Goodwill	Accounts Receivable Purchased	Total Estimated 6/1 Inventory Value	Total Value	
		\$ 100,580	\$ 100,580	Total line
		\$ 1,123,763	\$ 1,123,763	Total line
		\$ 546,507	\$ 546,507	Vitum camera bag inventory
		\$ 119,174	\$ 119,174	Wal Mart camera clutch sale value (CA & UI)
		\$ 119,090	\$ 119,090	Vituri lifestyles
		\$ 175,642	\$ 175,642	Vitum Urban large items (70% of cost)
		\$ 94,905	\$ 94,905	Vitum Urban small items (70% of cost)
		\$ 34,685	\$ 34,685	Partial Goods Inventory (plus \$5k misc)
\$ 400,000			\$ 400,000	Intangibles web sites goodwill
\$ 400,000	\$	\$ 2,314,348	\$ 2,714,348	Totals

Royalty Agreement

Advantus Corp. ("Buyer") is purchasing certain assets from Vituri, LLC ("Seller") under a separate Asset Purchase Agreement of even date herewith. This Royalty Agreement will be executed simultaneously with such Asset Purchase Agreement. Under the Asset Purchase Agreement, Buyer has agreed to pay Warren Osborn a Royalty based on the terms and conditions below.

Royalty Payments

Depending on the Gross Margin (as defined and outlined below), a ten percent (10%) royalty or a seven percent (7%) royalty, based on Net Sales (defined as gross sales less returns or destroys), will be paid by Buyer to Warren Osborn on sales of "Royalty Generating Products" (as defined below) to the "Specified Customers" (as defined below) during the "Royalty Period" (as defined below).

A 10% royalty will be paid so long as the Gross Margin, defined as (Net Sales – COGS)/Net Sales, is greater than 35%. A royalty of 7% will be paid if the Gross Margin is less than or equal to 35%.

Royalty payments are to be made quarterly, by the 30th day of the month following the quarter (based on calendar year quarters), and Warren Osborn shall have the right, upon 30 days written notice, to examine Buyer's books and records as they pertain thereto.

Royalty Generating Product

A Royalty Generating Product is defined as the item on the attached Exhibit A that meets the following criteria;

(a) Is substantially similar to the items on Exhibit A including any reasonable modifications thereto (derivative works are specifically excluded and are not Royalty Generating Products); and

(b) Is sold to Sam's Club, Costco Wholesale or BJ's Wholesale (the "Specified Customers"); and

(c) Any sales by Buyer during the period of thirty six (36) months from and after the date of this Agreement (the "Royalty Period"; For example, if a sale on the Royalty Generating Product occurs twenty four (24) months from the date of this Agreement the Royalty would be paid for twelve (12) months as the Agreement terminates in thirty six (36) months regardless of when sales occur.)

Rights

Any and all rights to the Royalty Generating Products shall be owned by Buyer during and after the term of this Agreement.

Term

The term of this Agreement shall be thirty six (36) months from the date of execution.

MANAGER'S CERTIFICATE

VITURI, LLC

This Manager's Certificate (this "Certificate") is delivered pursuant to Section 1.4(a) of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated May 31, 2007, entered into by and among ADVANTUS, CORP., a Florida corporation ("Buyer"), VITURI, LLC, a limited liability company organized pursuant to the laws of the State of Utah, USA ("Seller"), and Warren Osborn. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

The undersigned does hereby certify to Buyer, in the name and on behalf of Seller, that:

1. He is the duly elected and qualified, and at this date is, the manager of Seller.
2. The members (the "Members") and the manager (the "Manager") of the Company adopted the following resolutions on May 30, 2007:

RESOLVED, that the Members and Manager, having had an opportunity to review and comment on the Asset Purchase Agreement, and having determined that the transactions contemplated by the Asset Purchase Agreement, and any documents or instruments contemplated thereby, are in the best interests of Seller and its Members, hereby vote in favor of and approve of the Asset Purchase Agreement and the transactions contemplated thereby.

RESOLVED, that the Manager be, and he hereby is, authorized and directed to execute and deliver to Buyer the Asset Purchase Agreement, and any documents or instruments contemplated thereby, and to take all other action that he deems necessary, advisable or appropriate in order to carry out the obligations of Seller under the Asset Purchase Agreement.

RESOLVED, that all actions taken by the Manager with respect to the Asset Purchase Agreement and the transactions contemplated thereby prior to the date of these Resolutions are hereby ratified and approved in all respects.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of
May 31, 2007.



Name: Warren Osborn

Title: Manager

SIGNATURE PAGE TO MANAGER'S CERTIFICATE

TRADEMARK

REEL: 003630 FRAME: 0638

ADVANTUS, CORP.
CERTIFICATE OF AUTHORITY AND INCUMBENCY

The undersigned, Charles Frohman, Assistant Secretary of Advantus, Corp., a Florida corporation (the "Corporation"), hereby certifies as follows:

1. The undersigned is the duly elected and acting Assistant Secretary of the Corporation and is authorized to execute and deliver this Certificate.
2. This certificate is being delivered to Vituri, LLC, a Utah limited liability company (the "Seller") in connection with the Corporation's purchase of certain assets from the Seller pursuant to an Asset Purchase Agreement between the Corporation and the Seller (the "Agreement") dated today's date.
3. All necessary corporate and shareholder action was taken with respect to approval of the proposed transactions under the Agreement in accordance with the governing documents of the Corporation and applicable law. The president and vice president have the requisite authority on behalf of the Corporation to sign and deliver the Agreement.
4. Attached hereto as **Exhibit A** is a document evidencing the Active Status for the Corporation from www.sunbiz.org which sets forth corporate information by the Florida Department of State. The Corporation has not taken or caused to be taken any action which would cause the Corporation to cease to have active status.

5. Set forth below is the name and office of certain officers of the Corporation:

Name	Office
Kevin Carpenter	President and Assistant Secretary
Charles Frohman	Vice President and Assistant Secretary

IN WITNESS WHEREOF, the undersigned, on behalf of the Corporation, has executed this Certificate of Authority and Incumbency.

DATED this 1ST day of JUNE, 2007.

ADVANTUS, CORP.

By: 

Print Name: Charles Frohman
Its Assistant Secretary

EXHIBIT A

[PLEASE SEE ATTACHED]