

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
Vanguard Media, Inc.		08/31/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Twenty First Century Group, Inc.		
Street Address:	7 Redwood Street		
Internal Address:	Suite 200		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1802718	HEART & SOUL	
Registration Number:	2499734	THE HEART AND SOUL EXCLUSIVE SPA TOUR	
CORRESPONDENCE DATA			
Fax Number:	(703)749-1301		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-749-1300		
Email:	tcotmdkt@gtlaw.com		
Correspondent Name:	Steven J. Wadyka, Jr.		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	1750 Tysons Boulevard, Suite 1200		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	105768.010100		
NAME OF SUBMITTER:	Steven J. Wadyka, Jr.		

CH \$65.00 1802718

Signature:	/steven j. wadyka, jr./
Date:	10/10/2007

Total Attachments: 21

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ASSET SALE AGREEMENT

Asset Sale Agreement dated as of August 31, 2004 (this "Agreement"), between VANGUARDE MEDIA, INC., a Delaware corporation ("Seller") as debtor and debtor-in-possession and TWENTY FIRST CENTURY GROUP, INC., a Maryland corporation ("Buyer").

Recitals:

Seller desires to sell, and Buyer desires to purchase the following magazines (the "Publications"): *Heart & Soul*, *Heart & Soul Body Clinic* and certain assets related thereto, as more particularly described in Exhibit A hereto (the "Acquired Assets").

Agreement:

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, (hereinafter defined), Seller shall sell to Buyer the Acquired Assets described in Exhibit A hereto.

ARTICLE 2

PURCHASE PRICE AND PAYMENT TERMS

TRADEMARK E.V.O.

REEL: 003636 FRAME: 0702

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 Representations and Warranties of Seller. Subject to receipt of the Bankruptcy Approval, (hereinafter defined), Seller represents and warrants to Buyer as follows;

(a) Seller is duly organized and validly existing under the laws of the state of its incorporation. Seller has the corporate power and authority to execute and deliver this Agreement and all other documents relating to this Agreement that are required by this Agreement to be executed and delivered in connection herewith or that are otherwise necessary to transfer all right, title and interest in the Acquired Assets to Buyer, and to otherwise perform its obligations under this Agreement. This Agreement, assuming due and valid authorization, execution and delivery of this Agreement by the other party, hereto, constitutes a binding obligation of Seller, enforceable against Seller, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not:

(i) contravene any provisions of the certificate of incorporation by-laws of Seller (or other similar governing instruments with different names);

(c) Intellectual Property: (1) For purposes of this Agreement, "Intellectual Property" means, solely with respect to the Publications, all intellectual property owned or licensed (as licensor or licensee) by Seller, including but not limited to all (i) United States and foreign patents, patent applications and the inventions, designs and improvements described and claimed therein, and other patent rights (including the divisions, continuations, continuations-in-part, substitutions, or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended, modified, withdrawn or resubmitted), (ii) inventions, whether or not patentable, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, (iii) United States and foreign trademarks, service marks, trade dress, logos, trade names (including but not limited to, "*Heart & Soul; Heart & Soul Body Clinic*"; and "*The Heart and Soul Exclusive Spa Tour*"), corporate and company names, and Internet domain names, whether or not registered, including all common law rights therein, and registrations and applications for registration thereof (collectively, "Trademarks"), (iv) United States and foreign copyrights (whether registered or not) and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions, (v) computer software, including, without limitation, source code, object code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, (vi) trade secrets and confidential, technical

or business information (including ideas, formulas, compositions, internal processes and procedures) (collectively, "Confidential Information"), (vii) whether or not confidential, technology (including know-how and show-how), production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (viii) copies and tangible embodiments of all the foregoing, in whatever form or medium, and (ix) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement or other violation of any of the rights hereinabove set out. Intellectual Property includes, without limitation, the Seller's subscriber lists (including past subscriber lists), mailing lists, and all information, including files and databases, relating to such past, present and prospective subscribers (and customers) to the Publications, advertiser lists (including name, address and contact person) of all advertisers and prior advertisers, and other proprietary or confidential information used in or relating to the Publications, to the extent protectible under any federal, state or foreign law.

(2) Each item of Intellectual Property owned or used by Seller in the operation of the Seller's business in connection with the Publications will be owned or available for use by the Buyer on identical terms and conditions immediately following the Closing. The Seller has taken reasonable measures to protect the proprietary nature of each item of Intellectual Property and to maintain in confidence all Confidential Information that it owns or uses. To the actual knowledge of Seller, no person or entity is infringing, violating or misappropriating any of the Intellectual Property that the Seller owns in violation of Seller's rights.

(3) None of the activities or businesses conducted by the Seller infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of) any Intellectual Property rights of any other person or entity. The Seller has not received any complaint, claim or written notice alleging any such infringement, violation or misappropriation, and to the actual knowledge of Seller, there is no basis for any such complaint, claim or notice.

(4) Schedule I(c) identifies each (i) patent, Trademark and registered copyright that has been issued to the Seller relating to the Publications and (ii) pending patent application or application for Trademark or copyright registration that has been made by the Seller relating to the Publications. Seller will deliver to Buyer correct and complete copies of all such patents, Trademarks, registered copyrights, patent applications, applications for Trademarks and copyright registrations, as listed in Schedule I(c), and will specifically identify and make available to Buyer correct and complete copies of all other written documentation, if any, evidencing ownership of, and any claims or disputes relating to, each such item to the extent such documentation is in Seller's possession.

(5) With respect to each item of Intellectual Property that Seller owns:

- (i) the Seller possesses all right, title and interest in and to such item;
- (ii) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction; and

(iii) the Seller has not agreed to indemnify any person or entity from or against any infringement, misappropriation or other conflict with respect to such item.

(d) Except for the fees and expenses payable to Triax Capital Advisors, no broker's or finder's fee or any other commission, directly or indirectly, is owed or payable by Seller to any person or entity used or consulted by Seller in connection with the negotiation or execution of this Agreement or the closing of the transactions evidenced hereby.

(e) Pursuant to Section 363(f) of the Bankruptcy Code, the purchase and sale of the Acquired Assets shall be free and clear of any adverse interest of any other entity or person, except for any conditions of approval set forth in the Bankruptcy Approval.

(f) Seller owns the Acquired Assets and, subject to receiving the Bankruptcy Approval, will convey such Acquired Assets to Buyer free and clear of any interest in such property of an entity or person other than Seller as provided herein.

3.2 As-Is Sale. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.1 HEREOF, THE PURCHASE AND SALE OF TME ACQUIRED ASSETS IS "AS-IS" AND "WHERE-IS" WITH ALL FAULTS IN ALL RESPECTS.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 Corporate Status. Buyer is a corporation duly organized and validly existing under the laws of the jurisdiction in which it is formed, and has full power and authority to carry on its business as now conducted. Buyer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. This agreement, assuming due and valid authorization, execution and delivery of this Agreement by the other party, hereto, constitutes a binding obligation of Buyer, enforceable against Buyer, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do no and will not:

(i) contravene any provisions of the certificate of incorporation or by-laws of Buyer (or other similar governing instruments with different names);

(ii) (after notice or lapse of time or both) conflict with, result in a breach of

any provision of, constitute a default under, result in the modification or cancellation of, or give rise to any right of termination in respect of, any material contract, agreement, commitment, understanding or arrangement of any kind to which Buyer is a party or to which Buyer or any of Buyer's property is subject;

(iii) violate or conflict with any Legal Requirement applicable to Buyer; or

(iv) require Buyer to obtain any license, certificate of compliance, authorization, consent, order, permit, approval or other action of, or any filing, registration or qualification with, any foreign or domestic governmental entity, creditor or other person in a contractual relationship with Buyer.

ARTICLE 5

PRE-CLOSING CONDITIONS AND COVENANTS

ARTICLE 6

CLOSING

E.V.A.

ARTICLE 7

DEFAULT; TERM AND TERMINATION

E.V.R.

E.V.A.

8.14 Computation of Time. Unless otherwise explicitly stated in this Agreement; (a) performance under each Section of this Agreement which references a date shall absolutely be required by 5.00 PM United States Eastern Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement.

8.15 Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, and execute and deliver such documents, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the day and year first above written.

VANGUARDE MEDIA, INC.

By: [Signature]

Printed Name: Stephen Spitzer

Title: Director of Finance

TWENTY FIRST CENTURY GROUP, INC.

By: [Signature]

Printed Name: Edwin Avent

Title: V. President

8.14 Computation of Time. Unless otherwise explicitly stated in this Agreement: (a) performance under each Section of this Agreement which references a date shall absolutely be required by 5.00 PM United States Eastern Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement.

8.15 Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, and execute and deliver such documents, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the day and year first above written.

VANGUARDE MEDIA, INC.

By: _____

Printed Name: David Tripodi

Title: Vice President, General Counsel

TWENTY FIRST CENTURY GROUP, INC.

By: Edwin A. Avent

Printed Name: Edwin Avent

Title: Executive Vice President

E.V.A.

EXHIBIT A**TO
ASSET SALE AGREEMENT****Acquired Assets; Excluded Assets; Liabilities**

I. **Assets.** All of Vanguard's right, title and interest in and to all of the assets, property, business and rights of Vanguard (tangible and intangible), wherever located, utilized solely in connection with the following magazines (the "Publications"): *Heart & Soul* and *Heart & Soul Body Clinic*; including without limitation, the following (collectively, the "Acquired Assets"):

(a) **Inventory and Library.** All available published works, unpublished works and works-in-progress for use exclusively in connection with the Publications, all works-in-process for and finished copies of the Publications, all available manuscripts of the Publications and the right to exploit and utilize the contents thereof (to the extent owned by Vanguard) in all media (collectively, the "Inventory");

(b) **Intellectual Property.** All Intellectual Property as defined in Section 3.1(c) of this Agreement;

(c) **Other Materials.** All available supplies and letterhead containing the Publications' logo's and Trademarks including other logo materials (whether on zip disks or otherwise), editorial materials, any electronic images contained on its servers in which photographs were incorporated as part of the editorial content, artwork, including periodical libraries, films, all of Vanguard's rights associated with the foregoing, all computer data bases, subscriber codes, tapes, disks and other computer mediums, in electronically readable form (to the extent such materials are used exclusively in connection with the Publications) and the Publications' bipad numbers (*Heart & Soul* - 07480802173, *Heart & Soul Body Clinic* - 07447002173), and any related distribution identifiers (the "Other Materials");

(d) **Mailing Lists and Proprietary Information.** All mailing lists, subscriber lists (including past subscriber lists), and all information, including files and databases, relating to such past, present and prospective subscribers (and customers) to the Publications, advertiser lists (including name, address and contact person) of all advertisers and prior advertisers, any expired insertion orders/advertising contracts that relate to issues of the Publications that were previously printed and served by Vanguard, subscriptions, trade secrets, and other proprietary or confidential information used in or relating to the Publications (the "Proprietary Assets");

(e) **Web Sites.** All of Vanguard's right, title and interest in points of presence and/or Internet web sites relating to the Publications including [www.heart&soul.com] and all URL's, web banners, web advertising, and any and all Trademarks associated therewith;

(f) Records. Except to the extent otherwise provided in Section II(d) below, all books, business and financial records, including but not limited to, sales and credit reports, and marketing and advertising material used in connection with the Publications (collectively, the "Records"), it being understood, however, that Vanguard is not conveying any of Vanguard's books and records relating to internal corporate matters or any of Vanguard's other Publications; provided, however that the parties hereby acknowledge and agree that Vanguard has no obligation to provide Buyer with physical delivery of the Records so long as Buyer is granted access to the Records in accordance with Section II(d) below; and

(g) Access. Access to all other documents and information in Vanguard's possession relating to the Publications as may be reasonably necessary to enable Buyer to see to the efficient and proper conduct of the Publications and administration of the Acquired Assets from and after the Closing Date, including, without limitation, all historical files, and records to the extent such information is available in connection with the Publications.

II. Excluded Assets. Based on the definition of "Acquired Assets" set forth above, the "Excluded Assets" consist of assets of Vanguard other than the Acquired Assets, including but not limited to the following categories of assets:

(a) Vanguard's Accounts Receivable. Any and all of Vanguard's accounts receivable in existence on the Closing Date with respect to issues of the Publications and/or any other aspect of Vanguard's business;

(b) Cash. Any cash and/or cash equivalents in Vanguard's direct or indirect possession on the Closing Date. The parties acknowledge and agree that any security deposits held by third party landlords for the benefit of Vanguard shall remain Vanguard's property on and after the Closing Date;

(c) Avoidance Actions; Suits; Claims. Any avoidance or other actions under the Bankruptcy Code, suits and claims to which Vanguard is a party or may become a party at any time;

(d) Records. Any books and records which Vanguard is required by law to retain and any books and records of Vanguard not relating to the Publications, subject to the right of Buyer to have such books and records made available to Buyer for any reasonable business purpose at such times during normal business hours as may be reasonably requested by Buyer, Vanguard's prior books and records relating to internal corporate matters, and any books and records needed for the orderly administration of the chapter 11 cases;

(e) Taxes. Any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees for periods prior to and ending on the Closing Date and any rights under contracts or agreements which are not being assumed by Buyer;

(f) Insurance Policies. Insurance policies and/or insurance claims of Vanguard and any refunds of prepaid insurance premiums;

E.V.A.

VANGUARDE MEDIA, INC. TRADEMARKS
PENDING APPLICATIONS

Schedule I(c)

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Appln. #</u>	<u>Class(es)</u>
United States	HEART & SOUL BODY CLINIC	9/29/03	76/552,384	16
United States	HEART & SOUL BODY CLINIC	10/14/03	76/554,705	38
United States	HEART & SOUL BODY CLINIC	10/14/03	76/554,704	42

E.V.R.

VANGUARDE MEDIA, INC. TRADEMARKS
REGISTERED MARKS

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Class(es)</u>
United States	HEART & SOUL	11/05/93	1,802,718	16
United States	HEART & SOUL EXCLUSIVE SPA TOUR	10/23/01	2,499,734	39

E.V.Q.

EXHIBIT B
TO
ASSET SALE AGREEMENT

Bill of Sale

This BILL OF SALE is made as of August 31, 2004 (the "Closing Date") by VANGUARDE MEDIA, INC., as debtor and debtor in possession ("Seller") in favor of TWENTY FIRST CENTURY GROUP, INC. ("Buyer"),

WHEREAS, pursuant to the authorization of the United States Bankruptcy Court for the District of New York (the "Bankruptcy Court") in Seller's Chapter 11 bankruptcy case (the "Bankruptcy Case") and that certain order, as entered by the Bankruptcy Court (the "Order"), Seller and Buyer entered into a certain Asset Sale Agreement dated as of August 31, 2004 (the "Agreement") for the purchase and sale of certain assets owned by Seller. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby confirms and acknowledges as follows,

1. Purchase and Sale. Seller hereby sells, conveys, assigns, transfers and sets over to Buyer all of Seller's right, title and interest in and to the Acquired Assets.
2. No Representations and Warrants. Except as expressly set forth in the Agreement, Buyer is acquiring the Assets as is, where is, with all faults and defects, and SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.
3. No Modification. This Bill of Sale is made pursuant to the terms of the Order and the Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Agreement. The provisions of the Agreement shall survive the execution and delivery of this Bill of Sale. In the event of any inconsistency between this Bill of Sale and the Agreement, the Agreement shall control.
4. Binding Effect. This Bill of Sale is binding upon Seller and shall inure to the

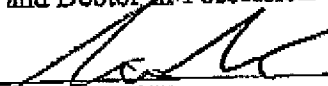
benefit of Buyer and its respective successors and assigns.

5. Construction. The headings of the sections and subsections of this Bill of Sale are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Bill of Sale or of the intent of any section or subsection.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered as of the Closing Date.

VANGUARDE MEDIA, INC.,
As Debtor and Debtor-in-Possession

By: _____


Director of Finance

benefit of Buyer and its respective successors and assigns.

5. Construction. The headings of the sections and subsections of this Bill of Sale are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Bill of Sale or of the intent of any section or subsection.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered as of the Closing Date.

VANGUARDE MEDIA, INC.,
As Debtor and Debtor-in-Possession

By: _____
Vice President, General Counsel

E.V.A.