

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Video Plus, Inc.		10/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	R & L Publishing, Ltd.
Doing Business As:	DBA Plus Publishing
Street Address:	200 Swisher Road
City:	Lake Dallas
State/Country:	TEXAS
Postal Code:	75065
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76270448	WELLNESS REVOLUTION

CORRESPONDENCE DATA

Fax Number: (214)210-5941
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-210-5940
 Email: bjones@videoplus.com
 Correspondent Name: George R. Schultz
 Address Line 1: 5400 LBJ Freeway
 Address Line 2: Suite 1200
 Address Line 4: Dallas, TEXAS 75065

NAME OF SUBMITTER:	Betsy Jones
Signature:	/Betsy Jones/

OP \$40.00 76270448

Date:

10/15/2007

Total Attachments: 2

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NUNC PRO TUNC

ASSIGNMENT OF TRADEMARK APPLICATION

This agreement entered this 15th of October, 2007 between Video Plus, Inc., of 806 Sir Galahad Lane, City of Lewisville, State of Texas, herein referred to as "Assignor," and R & L Publishing, Ltd. of 200 Swisher Road, City of Lake Dallas, State of Texas, herein referred to as "Assignee."

Assignor is the owner of the trademark "**WELLNESS REVOLUTION.**" Application for registration of the mark was filed with the United States Patent Office on June 12, 2001, identified by Serial No. 76/270,448. Notice of Allowance was issued on October 31, 2006.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee the mark, together with that portion of the goodwill of the business symbolized by said mark, and the application to register the mark and all right, title and interest in and to said mark, including, but not limited to, the right to register the mark, to renew registration of the mark and to license the use of the mark.

The Assignee, in consideration of the Assignor assigning the mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: \$1.00 in U.S. Dollars and is payable upon the signing of this Agreement.

Video Plus, Inc.

Date: October 15, 2007

By:



Mark Deloach

Its: Chief Financial Officer/Chief Operations Officer