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
Mary C. Manning, LLC		06/14/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Manning Associates, LLC
Street Address:	350 Beechmont Drive
City:	New Rochelle
State/Country:	NEW YORK
Postal Code:	10804
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2897577	SOMETHING BLUE
Registration Number:	2925771	VITAMOMS
Registration Number:	2902218	BEAUTYOPATHY
Registration Number:	2919739	HOMEOPATHY MERGES WITH THE WORLD OF BEAUTY
Registration Number:	2896323	BABYOPATHY

OP $140.00 2897577

CORRESPONDENCE DATA

Fax Number: (505)247-4610
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: varner@mrtrademark.com
Correspondent Name: JOE STRAHL
Address Line 1: PO Box 507
Address Line 4: Albuquerque, NEW MEXICO 87103

NAME OF SUBMITTER:	MARY C. MANNING

Signature:	/MARY C. MANNING/
Date:	10/19/2007

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Agreement is by and between MARY C MANNING, LLC ("Assignor") and MANNING ASSOCIATES, LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: 5 MARKS LIST ATTACHED the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of $ 1.00, payable on JUNE 14, 2007

3. **Representations and Warranties**. Assignor represents and warrants to Assignee:

(a) Assignor has the right, power and authority to enter into this Agreement;

(b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;

(c) The Trademark is free of any liens, security interests, encumbrances or licenses;

(d) The Trademark does not infringe the rights of any person or entity;

(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

(f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees**. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement**. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment**. This Agreement may be amended only by a writing signed by both parties.

7. **Severability**. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts**. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law**. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of **NORTH CAROLINA.**

Date: JUNE 14, 2007

ASSIGNEE

MARY C. MANNING, MNG MEMB

Signature

MANNING ASSOCIATES, LLC

Printed Name

ASSIGNOR

MARY C. MANNING, MNG MEMB

Signature

MARY C MANNING, LLC

Printed Name