

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sully's Living Without, Inc.		01/08/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Belvoir Media Group, LLC		
Street Address:	800 Connecticut Avenue		
Internal Address:	Suite 4 West		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854-1631		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2261634	LIVING WITHOUT	
CORRESPONDENCE DATA			
Fax Number:	(212)986-0604		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 986-1116		
Email:	pto@wolfblock.com		
Correspondent Name:	Wolf Block Schorr & Solis-Cohen LLP		
Address Line 1:	250 Park Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	BEL192-828035		
NAME OF SUBMITTER:	Amy F. Divino		
Signature:	/Amy F. Divino/		

OP \$40.00 2261634

Date:

01/29/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT, made as of January 8, 2008, between **Belvoir Media Group, LLC**, a Connecticut limited liability company, having an address at 800 Connecticut Avenue, Suite 4 West, Norwalk, CT 06854-163175 ("Assignee"), and **Sully's Living Without, Inc.** ("Seller"), an Illinois corporation, having a place of business at P.O. Box 1998, Sun Valley, Idaho 83353 ("Assignor").

WHEREAS, Assignor, on the one hand, and Assignee, on the other hand, have entered into an Asset Purchase Agreement, on the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the assets of Assignor, and Assignee has agreed to assume certain of the liabilities of Assignor, in each case relating to the Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of the registered trademarks relating to the business listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the "Marks");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, together with the goodwill symbolized by them, throughout the world, and any renewals or extensions thereof.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

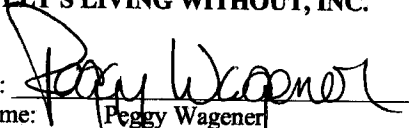
This instrument shall be governed by the laws of the State of Connecticut (without regard to conflicts of laws principles).

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

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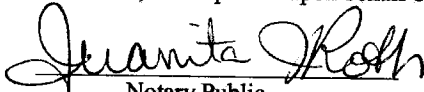
IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of this 8th day of January, 2008.

SULLY'S LIVING WITHOUT, INC.

By: 
Name: Peggy Wagener
Title: President

STATE OF IDAHO :
: ss.
COUNTY OF BLAINE :

On January 8, 2008 before me, the undersigned, personally appeared Peggy Wagener, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

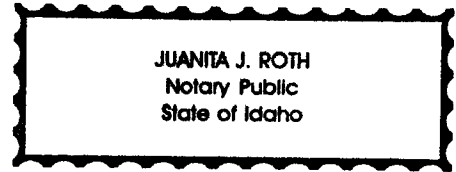


EXHIBIT A

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	Sully's Living Without	2,278,452	September 14, 1999	Cancelled
United States	Living Without	2261634	July 13, 1999	Registered
United States	No Wheat (logo)	2459971	June 12, 2001	Registered

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