

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matthew B. James		05/19/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advanced Neuro Dynamics, Inc.		
<b>Street Address:</b>	615 Piikoi Street		
<b>Internal Address:</b>	Suite 501		
<b>City:</b>	Honolulu		
<b>State/Country:</b>	HAWAII		
<b>Postal Code:</b>	96814		
<b>Entity Type:</b>	CORPORATION: HAWAII		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3331964	TIME EMPOWERMENT	
Registration Number:	3327182	TIME EMPOWERMENT	
Registration Number:	3327183	EMPOWERING YOUR LIFE	
Registration Number:	3327186	EMPOWERING YOUR LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(808)537-4667		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	808-534-4412		
<b>Email:</b>	wmeyer@dwyerlaw.com		
<b>Correspondent Name:</b>	William G. Meyer, III		
<b>Address Line 1:</b>	900 Fort Street Mall		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Honolulu, HAWAII 96813		
<b>ATTORNEY DOCKET NUMBER:</b>	JAMEM/IP		

OP \$115.00 3331964

NAME OF SUBMITTER:	William G. Meyer, III
Signature:	/William G. Meyer, III/
Date:	06/27/2008
<b>Total Attachments: 5</b> source=Trademark-Service Mark Assignment Agreement#page1.tif source=Trademark-Service Mark Assignment Agreement#page2.tif source=Trademark-Service Mark Assignment Agreement#page3.tif source=Trademark-Service Mark Assignment Agreement#page4.tif source=Trademark-Service Mark Assignment Agreement#page5.tif	

## TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement"), effective as of 5/19/02, is made by and between **MATTHEW B. JAMES**, whose address is 615 Pi'ikoi Street, Honolulu, Suite 501, Honolulu, Hawaii 96814 ("Assignor") and **ADVANCED NEURO DYNAMICS, INC.**, a Hawaii corporation, whose address is 615 Pi'ikoi Street, Honolulu, Suite 501, Honolulu, Hawaii 96814, its successors and assigns ("Assignee").

**WHEREAS**, Assignor conceived and created, as sole author, and has used in interstate commerce those certain Marks/Service Marks identified in Exhibit "A", which is attached hereto and incorporated herein by this reference (all of which are collectively called the "Marks"); and

**WHEREAS**, Assignor is the owner of all right, title and interest in and to that certain federal trademark registrations, Registration Nos. 3,331,964, 3,327,182, 3,327,183, and 3,327,186, in connection with the Marks (the "Registrations"); and

**WHEREAS**, Assignor owns and controls all goodwill symbolized and represented by the Marks; and

**WHEREAS**, Assignor, as Licensor has entered into various trademark license agreements pursuant to the terms of which certain third parties have been granted the limited right to use the Marks which License Agreements (collectively the "Licenses") are more particularly identified in Exhibit "B" attached hereto; and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, the Registrations, the goodwill of business symbolized by the Marks, and the Licenses and Assignor is willing to assign and transfer to Assignee all of the same;

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **ASSIGNMENT.** Assignor hereby grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, the Registrations and the Licenses, together with the goodwill of business symbolized by the Marks. The Assignment herein includes the maintenance and continuity of goodwill associated with products and services as symbolized by and appurtenant to the Marks, and any labels, advertising and promotional releases and all other materials displaying the Marks. Assignee shall have the exclusive right to obtain and maintain all registrations of the Marks and all renewals, extensions and Declarations of Use in connection therewith, throughout the world in the sole name of Assignee, its successors or assignees, along with all claims and rights to sue for past, present and future infringements. The rights being assigned comprise all trademark rights in the Marks of every kind, nature and description, including, but not limited to the right to: (a) use, display or exploit the Marks in conjunction with any goods and services; (b) maintain the continuity of the products and/or services presently symbolized by the Marks; (c) sell, license or otherwise control the Marks; and (d) abandon the use of the Marks.

2. **COOPERATION.** Assignor agrees to fully cooperate with Assignee and its representatives in executing any additional documents and taking any additional action that may be required for effecting and recording the Assignment made herein at the United States Patent and Trademark Office or elsewhere and/or for obtaining trademark registrations. Such action includes, but is not limited to, providing Assignee all materials in Assignor's possession that evidence the Marks. Assignor shall provide Assignee at its address stated above, the foregoing materials within fifteen (15) calendar days of the date of this Agreement. Assignor also hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact to execute, acknowledge and deliver any documents which Assignee deems necessary to carry out the intent of this Agreement. Such power of attorney is coupled with an interest and is irrevocable.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor acknowledges, represents and warrants that: (a) Assignor's assignment herein shall not violate the rights, common law or otherwise, of any other person, corporation or other entity; (b) Assignor is free to make the present assignment of the Marks and the goodwill symbolized thereby, and the rights related to the Marks as described in this Agreement; and (c) the Licenses are valid and subsisting.

4. **NO MODIFICATION.** No terms, provisions, or conditions of this Agreement may be modified, altered, amended, changed, or extended in any way without an amendment to this Agreement signed by Assignor and Assignee.

5. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by United States federal and Hawaii State laws. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state or federal court of competent jurisdiction in Honolulu, Hawaii.

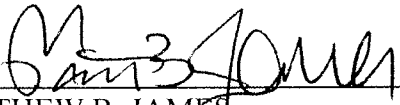
6. **SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

7. **HEADINGS OF PARAGRAPHS.** The headings of paragraphs and subparagraphs herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

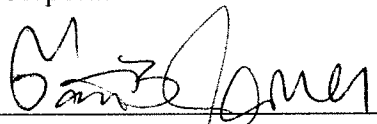
8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations, or agreements except as are herein expressly set forth.

9. **COUNTERPARTS.** The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

10. **THIS AGREEMENT** shall inure to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The undersigned represent that they are duly authorized to execute this Assignment on behalf of the parties and have caused this Agreement to be executed and made effective as of the date first written above.

  
\_\_\_\_\_  
MATTHEW B. JAMES  
"Assignor"

ADVANCED NEURO DYNAMICS, INC.,  
a Hawaii corporation

By:   
\_\_\_\_\_  
Its "Assignee"

**TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT  
EXHIBIT "A"**

**TRADEMARK/SERVICE MARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>CLASS</u>	<u>GOODS/SERVICES</u>
TIME EMPOWERMENT	3,331,964	November 6, 2007	016	Printed materials, namely, books relating to self-improvement, and printed instructional, educational and teaching materials relating to self-improvement
TIME EMPOWERMENT	3,327,182	October 30, 2007	041	Educational services, namely, conducting classes and seminars in the field of self-improvement
EMPOWERING YOUR LIFE	3,327,183	October 30, 2007	016	Printed materials, namely, books relating to self-improvement, and printed instructional, educational and teaching materials relating to self-improvement
EMPOWERING YOUR LIFE	3,327,186	October 30, 2007	041	Educational services, namely, conducting classes and seminars in the field of self-improvement

EXHIBIT "B"  
[Identify Licenses]

AIP = The Association for Integrative Psychology