

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
REAL HEALTH LABORATORIES, INC.		08/04/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MILES KIMBALL COMPANY		
Street Address:	250 City Center		
City:	Oshkosh		
State/Country:	WISCONSIN		
Postal Code:	54901		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2112088	AS WE CHANGE	
Registration Number:	2228836	AS WE CHANGE	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	BLYT 0811619		
NAME OF SUBMITTER:	Susan Upton Douglass		
Signature:	/anca nicolescu/		

CH \$65.00 2112088

Date:

08/26/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT
(August 4, 2008)

PARTIES:

- (1) "The Assignor," Real Health Laboratories, Inc., a corporation organized under the laws of the State of California.
- (2) "The Assignee" Miles Kimball Company, a corporation organized under the laws of the State of Wisconsin.

WHEREAS

- (A) The Assignor is the owner of all of the right, title and interest in and to the Trademark Registrations and Applications listed on Schedule 1 (the "Trademarks").
- (B) The Assignee is desirous of acquiring the Trademarks and the goodwill associated with the Trademarks and the identified registrations therefor.
- (C) The Assignor wishes to assign to Assignee any and all existing rights Assignor holds in the Trademarks and the goodwill associated with the Trademarks and the identified registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks and the registrations therefore, and with all claims arising out of or relating to the use or ownership of the Trademarks.

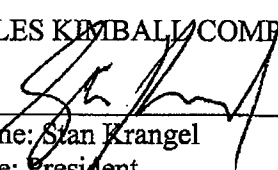
Assignor agrees to take any steps reasonably necessary, at Assignor's expense, to assist Assignee in showing the U.S. Patent and Trademark Office or any other official entity that the Trademarks have been used in connection with the goods or services for which registration has been made, and to otherwise evidence assignment of the Trademarks. Assignee will bear all costs for the recordation of the assignment of Trademarks in all jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the day and year first set forth above.

REAL HEALTH LABORATORIES, INC.

By: _____
Name: Randell Weaver
Title: Chief Executive Officer

MILES KIMBALL COMPANY

By: 
Name: Stan Krangel
Title: President

TRADEMARK ASSIGNMENT
(August 4, 2008)

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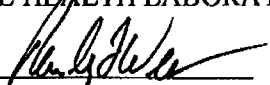
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- (B) The Assignee is desirous of acquiring the Trademarks and the goodwill associated with the Trademarks and the identified registrations therefor.
- (C) The Assignor wishes to assign to Assignee any and all existing rights Assignor holds in the Trademarks and the goodwill associated with the Trademarks and the identified registrations therefor.

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Assignor agrees to take any steps reasonably necessary, at Assignor's expense, to assist Assignee in showing the U.S. Patent and Trademark Office or any other official entity that the Trademarks have been used in connection with the goods or services for which registration has been made, and to otherwise evidence assignment of the Trademarks. Assignee will bear all costs for the recordation of the assignment of Trademarks in all jurisdictions.

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REAL HEALTH LABORATORIES, INC.

By: 
Name: Randell Weaver
Title: Chief Executive Officer

MILES KIMBALL COMPANY

By: _____
Name: Stan Krangel
Title: President

SCHEDULE 1

ACQUIRED INTELLECTUAL PROPERTY

All of Seller's rights, title and interest as of the Closing to the following, to the extent related to the Business and in the possession of Seller and/or available on the Business' Ecometry system (generally information from 2002 to Closing) and in whatever form or medium:

Item	Description
Customer List	Ownership rights to all past and present customers and inquiries, including the names, address, phone numbers and email addresses of all such customer of the Business; provided, however, that Buyer's rights shall be limited by and subject to the contact preferences elected by such customers under the Business' privacy policy
Customer Database	All customer and inquiry history
Trademarks	As We Change® (word and design; <i>reg. no. 2228836</i>) As We Change® (word; <i>reg. no. 2112088</i>) Expressly Yours™
Telephone Numbers	800-203-5585 (main) 800-203-5584 (website) 800-586-3761 (postcard) 800-934-5423 (email) + at least 1 other additional TBD
Domain Names	aswechange.com aswechange.net awcoutlet.com awcoutlet.net intimacycorner.com
Vendor Information	The Vendor Summary List and the vendor file for each vendor containing a vendor information form or profile and copies of outstanding purchase orders placed with each vendor for the Business.
Product Information	All product information as available on the Business' Ecometry system
Samples	All inventory samples
Historical Catalogs	All historical, printed As We Change catalogs in the possession of Seller and all art production files related thereto
Photo and Copy Files	To the extent transferable, all photography files, high resolution images and copy used in the As We Change catalogs and on the Business' websites and all releases and licenses related to same

Item	Description
Catalog Work in Process	To the extent transferable, art files, photography, releases, layouts
Designs	All proprietary logos, designs and artwork
Books and Records	The books and records, including all business records, tangible data (including user information or data derived from the internet sites exclusively related to the Business), documents, files, supplier lists, advertising materials (including print, audio and video in electronic or other formats), invoices, sales literature and research and development records that are transferable, in each case, which relate exclusively to the Business; provided, however, that such books and records shall not include any (i) employee-related or employee benefit-related files or records, employee benefit plans or commitments and arrangements with Seller's employees or (ii) books and records that relate to or include information of third parties that is subject to a confidentiality agreement; provided further that Seller shall retain a copy of any books and records that are necessary for tax reporting purposes or relevant to Seller's other operations.
Goodwill	Any and all goodwill associated with any of the Acquired Intellectual Property
Website Content	<p>All content of each website dedicated to the Business to the extent transferable without the consent of any third party pursuant to license or other contract rights.</p> <p>Website content will not include the following: any proprietary Seller shared source code libraries; any third-party licensed software such as search engines; any non-transferable stock photography, videos, or other digital content; any applications that require access to Seller databases, including but not limited to, product locators, consumer support, privacy policies and terms of use. Buyer may choose to re-enable any of the missing functionality by referencing their own systems at their own expense.</p>
Trade Secrets	All trade secrets, processes, specifications and methodologies that relate solely to the operation of the Business