

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EcoQuest International, Inc.		04/02/2009	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	DBG Group Investments, LLC
<b>Street Address:</b>	Two Lincoln Centre, 5420 LBJ Freeway
<b>Internal Address:</b>	Suite 1010
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75240
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Registration Number:	3427682	ACTIVEPURE
Registration Number:	2919097	AL LIVEBETTER
Registration Number:	2993813	
Serial Number:	78225267	ALPINE INDUSTRIES
Serial Number:	77091078	BREEZE AT
Registration Number:	2946128	E3
Registration Number:	3441969	ECOBX
Registration Number:	3398569	ECOCERTIFIED
Serial Number:	76123589	
Serial Number:	78354398	ECOLOGIC ENZYMES
Registration Number:	2959592	ECOLOGIC HOME
Registration Number:	3062066	ECOQUEST
Serial Number:	77443943	EQ ECOQUEST THE HEALTHY LIVING COMPANY

**CH \$1315.00 3427682**

Serial Number:	77443813	EQ
Registration Number:	2655498	ECOQUEST INTERNATIONAL "HEALTHY LIVING TECHNOLOGIES"
Registration Number:	2877232	ECOTECH
Serial Number:	77506600	ECOTRUST ENERGY
Registration Number:	2947914	FRESH AIR BY ECOQUEST
Registration Number:	3023417	FRESH AIR BY ECOQUEST
Registration Number:	3086495	FRESH AIR BUDDY
Registration Number:	3143186	FRESH AIR DUCTWORX
Registration Number:	3070282	FRESH AIR SPECTRUM UVX
Registration Number:	3118125	FRESH AIR TO GO
Serial Number:	78418282	FRESH WATER BY ECOQUEST
Registration Number:	3336670	HARSH ENVIRONMENT PAD
Registration Number:	2980741	HEALTHY LIVING TECHNOLOGIES
Serial Number:	77439069	HEARTLAND SELECT
Registration Number:	2966705	INTELLIAIR
Registration Number:	3514252	LAUNDRYPURE
Registration Number:	1998132	LIVING AIR
Registration Number:	2838627	LIVING SUNSHINE
Registration Number:	3264248	LIVING SYSTEMS
Registration Number:	2058133	LIVING WATER
Registration Number:	2877377	LIVING WATER
Registration Number:	2881490	LIVING WATER
Serial Number:	78223905	MY INVISIBLE GLOVES
Registration Number:	2864973	PURSONIC MISTER
Serial Number:	78747391	QUEST COMMERCIAL
Registration Number:	2966620	RCI RADIANT CATALYTIC IONIZER
Registration Number:	2992610	REFRESH!
Registration Number:	2877233	SAFEHEARTH
Registration Number:	2923121	SILQ
Serial Number:	78740730	SPECTRUM
Registration Number:	2806750	SPRINGHOUSE
Registration Number:	3558998	SUCCESS AT YOUR DOORSTEP
Registration Number:	3573486	SURFACEGUARD KILLS GERMS ON SURFACES
Registration Number:	2962346	SYNAIRG5

Serial Number:	77440299	THE MESSAGE ALARM
Registration Number:	3568202	THINK OUTSIDE. INSIDE
Serial Number:	78473834	UVX
Serial Number:	78224169	WINDTREE
Serial Number:	77082124	WINDTREE

**CORRESPONDENCE DATA**

Fax Number: (214)200-0853  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-651-5665  
Email: randy.colson@haynesboone.com  
Correspondent Name: Randall E. Colson  
Address Line 1: 2323 Victory Avenue  
Address Line 2: Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	35681.9
NAME OF SUBMITTER:	Randall E. Colson
Signature:	/Randall E Colson/
Date:	05/15/2009

Total Attachments: 8  
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of March 28, 2009 (the "Effective Date"), by EcoQuest International, Inc., a corporation formed under the laws of the State of Tennessee ("Assignor"), and DBG Group Investments, LLC, a limited liability company formed under the laws of the State of Delaware ("Assignee").

RECITALS

WHEREAS, Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignee desires to obtain all right, title and interest in the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, for ten United States dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire world-wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.

Section 2. Assistance. From time to time, as and when requested by any Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ECOQUEST INTERNATIONAL, INC.

By: Michael Letts
Name: Michael Letts
Title: PRESIDENT

DBG GROUP INVESTMENTS, LLC

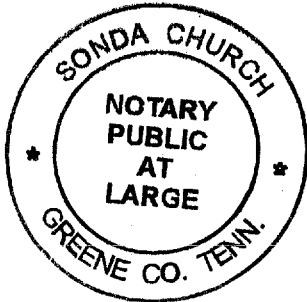
By: Mark Battista
Name: MARK BATTISTA
Title: EVP

Witness: Shelley Hensley
Name: Shelley Hensley
Witness: Tamela Hausard
Name: Tamela Hausard

Witness: Shelley Hensley
Name: Shelley Hensley
Witness: Tamela Hausard
Name: Tamela Hausard

State of TN )  
County of Greene )ss:  
)

On this 2 day of April, 2009, personally appeared Michael G. Letts,  
to me known to be the President of EcoQuest International, Inc., the  
assignor above named, and acknowledged that he/she executed the foregoing trademark assignment on behalf  
of said assignor and pursuant to authority duly received.

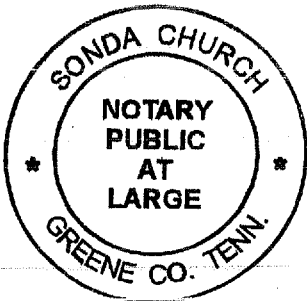


Notary Public Signature

Sonda Church

State of TN )  
County of Greene )ss:  
)

On this 2 day of April, 2009, personally appeared Mark Battista,  
to me known to be the Executive Vice President of DBG Group Investments, LLC the  
assignee above named, and acknowledged that he/she executed the foregoing trademark assignment on behalf  
of said assignee and pursuant to authority duly received.



Notary Public Signature

Sonda Church

**Exhibit A  
Trademarks**

<b>Country</b>	<b>Application/ Serial No.</b>	<b>Filed</b>	<b>Registration Date</b>	<b>Reg#</b>
<b>United States</b>				
Active Environmental Technologies				
ActivePure	77/088,967	01/23/07	05/13/08	3427682
activTek Environmental				
Al Livebetter (words only)	78/354438	01/20/04	01/18/05	2919097
Al Livebetter (character design)	76/577891	02/25/04	09/13/05	2993813
Alpine Industries	78/225267	03/13/03	N/A	N/A
Breeze AT	77/091,078	01/25/07		
CAeDS				
Carpet Pure				
Cube (Pitts & Brittian)				
E3	78/400096	4/12/2004	05/03/05	2946128
Ecobox	77/195674	6/1/2007	06/03/08	3441969
EcoCertified - Pitts & Brittian	78/926,857	7/11/2006	03/18/08	3398569
*EcoH Household Cleaner (and design)	76/123589	9/5/2000	N/A	N/A
Ecologic Enzymes	78/354398	01/20/04	N/A	N/A
Ecologic Home	78/354450	01/20/04	06/07/05	2959592
EcoQuest	78/224246	03/11/03	02/28/06	3062066
EQ EcoQuest The Healthy Living Company Logo	77/443943	04/09/08		
EQ Logo (New)	77/443813	04/09/08		
*EcoQuest International "Healthy Living Technologies" (and design) (Logo)	76/076206	06/23/00	12/03/02	2655498
Ecotech	78/224009	03/11/03	08/24/05	2877232
EcoTrust Energy	77/506600	06/24/08		
Envirocertified				
EQ Commercial (Pitts & Brittian)				
Fresh Air by EcoQuest (logo only)	78/390961	03/25/04	05/10/05	2947914
Fresh Air by EcoQuest	78/471898	08/23/04	12/06/05	3023417
Fresh Air Buddy	78/447430	07/08/04	04/25/06	3086495
Fresh Air DuctwoRx	78/475771	08/30/04	09/12/06	3143186
Fresh Air Cube (Pitts & Brittian)				
Fresh Air Qube (Pitts & Brittian)				
Fresh Air Spectrum UVX	78/470972	08/20/04	03/21/06	3070282
Fresh Air To Go	78/447448	07/08/04	07/18/06	3118125
Fresh Water by EcoQuest (words only, block form)	78/418282	05/13/04	N/A	N/A
G&S Beverage Quench / E quen ch				
Harsh Environmental Pad	78/770,042	12/09/05	11/13/07	3,336,670

Exhibit to Trademark Assignment

**TRADEMARK  
REEL: 003988 FRAME: 0475**

Country	Application/ Serial No.	Filed	Registration Date	Reg#
Healthy Living Technologies	78/232324	04/01/03	08/02/05	2980741
Heartland Select	77/439,069	04/03/08		
Inspirational Message Alarm				
Intelliair	78/357679	01/26/04	07/12/05	2966705
Invironment				
Kennel Cure				
LaundryPure	78/869,692	04/26/06	10/07/08	3,514,252
Living Air (and design)	74/691114	06/19/95	09/03/96	1998132
Living Sunshine	78/223910	03/11/03	05/04/04	2838627
Living Systems	78/232326	04/01/03	07/17/07	3264248
Living Water (and design- mountain/tree design)	74/691115	06/19/95	04/29/97	2058133
Living Water (and design- waterdrop design)	78/252621	05/21/03	08/24/04	2877377
Living Water (words only)	78/232577	04/01/03	09/07/04	2881490
My Invisible Gloves	78/223905	03/11/03	N/A	N/A
PHX				
Pursonic Mister	78/223908	03/11/03	07/20/04	2864973
Qube (Pitts & Brittian)				
Quest Commercial (Pitts & Brittian)	78/747,391	11/04/05		
RCI RADIANT CATALYTIC IONIZER and Design	78/339,543	12/11/03	07/12/05	2966620
Refresh	78/556872	01/31/05	09/06/05	2992610
Safehearth	78/224014	03/11/03	08/24/04	2877233
Silq	78/354427	01/20/04	02/01/05	2923121
Spectrum	78/740,730	10/26/05		
SpringHouse	78/224023	03/11/03	01/20/04	2806750
Success at Your Doorstep	78/650130	06/14/05	01/06/09	3558998
Surfaceguard			2./10/09	3573486
SynairG5	78/357697	01/26/04	06/14/05	2962346
The Message Alarm	77/440,299	04/04/08		
Think Outside. Inside	77/176167	05/09/07	01/27/09	3568202
UVX	78/473,834	08/26/04	N/A	N/A
Windtree	78/224169	03/11/03	N/A	N/A
Windtree #2	77/082124	01/12/07		
Infinity2				
Infinity2 Nutrition				
Infinity2 (logo)				
Infinity2, Inc.				
CAeDS				
CAeDS (logo)				
CAeDS Guaranteed Nutrient Delivery				

Exhibit to Trademark Assignment

**TRADEMARK**  
**REEL: 003988 FRAME: 0476**

Country	Application/ Serial No.	Filed	Registration Date	Reg#
Guaranteed Nutrient Delivery				
Insure Plus				
Digest-A-Meal				
Lipochromizyme				
Life Force Super Antioxidant				
Total Flora Support				
Infinity2 Essentials For Life System				
Infinity2 Essentials For Life				
Infinity2 Essentials For Life 1				
Infinity2 Essentials For Life 2				
Essentials For Life				
The Enzyme Diet				
Cell Balance				
Transportox				
Total Body Flora				
Orthochol				
CIO2				
Cytolyse				
Ferroflora				
Definition Powder				
Vital Charge				
ImmunePlus				
InfiAid				
Proteabolic				
Plantoderm				
GlutamagAAC				
MGG				
Weight Loss That Stays Lost				
Complete Physique				
Ultimate Youth				
InfiTrim				
Look Great, Feel Great – Naturally				
The Enzyme Diet Meal Replacement Shake				
TED				
Inflam-Away				
InflamAway				
Bountiful Nature				
Infinite Youth				
<b>Argentina</b>				
Airquest				

Exhibit to Trademark Assignment

**TRADEMARK**  
**REEL: 003988 FRAME: 0477**



Country	Application/ Serial No.	Filed	Registration Date	Reg#
EcoQuest	71493-0012	09/01/03	N/A	2014774
<b>Australia</b>				
EcoQuest (copy not original certificate)	914579	05/29/02	01/13/03	914579
<b>Brazil</b>				
EcoQuest	825735165	07/29/03	07/03/07	825735165
<b>Canada</b>				
EcoQuest	1237561	11/17/04	04/06/06	662268
EcoQuest (New Application)	1277176	10/26/05	09/22/06	673138
EcoQuest International	1237568	11/17/04	3/30/2006	661827
EcoQuest International (New application)	1277175	10/27/05	4/5/2007	TMA685,572
Fresh Air				
Fresh Air Buddy	1236441	11/05/04	1/5/2006	TMA656080
Fresh Air by EcoQuest	1237559	11/17/04	9/19/2006	672936
Fresh Air Spectrum UVX	1236579	11/08/04	N/A	N/A
Fresh Air To Go	1237566	11/17/04	4/19/2006	662809
Healthy Living Technologies	1237566	11/17/04	5/12/2006	664167
Healthy Living Technologies (New appl)	1277466	10/27/05	2/23/2007	TMA682,322
Living Water	1237562	11/17/04	2/14/2006	TMA 658813
<b>China</b>				
Breeze AT by EcoQuest				
EcoQuest	3245570	07/17/02	11/07/03	3245570
<b>Colombia</b>				
EcoQuest	3089113	10/07/03	05/31/04	282007
<b>Egypt</b>				
EcoQuest	161201	07/30/03	07/29/08	161201
<b>European Union</b>				
EcoQuest	2719979	06/30/02	03/24/06	2719979
EcoQuest International & Design	2720340	06/03/02	02/03/04	2720340
<b>Federation of Russia</b>				
EcoQuest	2002710828	05/29/02	07/02/03	250522
<b>Federation of Russia (Crylic</b>				

Exhibit to Trademark Assignment

**TRADEMARK**  
**REEL: 003988 FRAME: 0478**

Country	Application/ Serial No.	Filed	Registration Date	Reg#
<b>Characters)</b>				
EcoQuest	2004713299	6/16/2004	06/27/05	291339
<b>Hong Kong</b>				
EcoQuest	300054891	07/30/03	07/30/03	300054891
<b>Iceland</b>				
EcoQuest	19682003	07/28/03	10/03/03	7352003
<b>India</b>				
EcoQuest	1219927	08/04/03	N/A	N/A
<b>Israel</b>				
EcoQuest	165887	07/27/03	N/A	N/A
<b>Japan</b>				
EcoQuest	200236740	05/07/02	02/21/03	4647415
Fresh Air	200474083	08/10/04	N/A	N/A
Fresh Air by EcoQuest	200481448	09/26/04	N/A	N/A
Fresh Air Buddy	200481450	09/26/04	04/28/05	4860755
Fresh Air Spectrum UVX	200418449	09/26/04	04/28/05	4860754
Fresh Air To Go	200481447	09/03/04	04/28/05	4860753
<b>Japan (Katakana Characters)</b>				
EcoQuest	200474080	08/10/04	04/08/05	4855724
EcoQuest International		06/14/04	N/A	N/A
<b>Malaysia</b>				
EcoQuest	200311079	08/28/03	08/08/06	3011079
Fresh Air Buddy	4016196	10/21/04	N/A	N/A
Fresh Air by EcoQuest	4016194	10/21/04	N/A	N/A
Fresh Air Spectrum UVX	4016197	10/21/04	N/A	N/A
Fresh Air To Go	4016195	10/21/04	N/A	N/A
<b>Mexico</b>				
EcoQuest	545774	05/06/02	11/19/02	768888
<b>New Zealand</b>				
EcoQuest	678943	05/15/03	07/07/05	678943
<b>Norway</b>				
EcoQuest	200204478	05/16/02	01/16/03	217261
<b>Philippines</b>				

Exhibit to Trademark Assignment

**TRADEMARK**  
**REEL: 003988 FRAME: 0479**

<b>Country</b>	<b>Application/ Serial No.</b>	<b>Filed</b>	<b>Registration Date</b>	<b>Reg#</b>
EcoQuest	71493.9	N/A	N/A	N/A
<b>Russia</b>				
EcoQuest	2004713299	06/16/04		
<b>Singapore</b>				
EcoQuest	T0311490G	07/28/03	01/29/04	T0311490G
Fresh Air Buddy	T0421111363 A	12/04/04	N/A	N/A
Fresh Air by EcoQuest	T0421362C	12/04/04	04/12/04	T0421362C
Fresh Air Spectrum UVX	T0421364Z	12/04/04	12/04/04	T0421364Z
Fresh Air To Go	T0421698C	12/09/04	N/A	N/A
<b>South Korea</b>				
EcoQuest	40200225431	05/31/02	12/22/03	569537
<b>Spain</b>				
Quest				
<b>Taiwan</b>				
EcoQuest	1121488	12/05/03	10/01/04	1121488
<b>Taiwan (Chinese Characters)</b>				
EcoQuest	1131411	12/24/03	12/16/04	1131441
<b>Turkey</b>				
EcoQuest	200327249	10/10/03	10/10/03	200327249Registered
<b>Ukraine</b>				
EcoQuest	2003078255	07/28/03	10/17/05	54612
<b>Venezuela</b>				
EcoQuest	2003013806	09/25/03	11/01/04	P255982

Exhibit to Trademark Assignment