

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
EcoQuest International, Inc.		03/28/2009	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	DBG Group Investments, LLC		
Street Address:	5420 LBJ Freeway, Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77261839	ACTIVTEK ENVIRONMENTAL	
CORRESPONDENCE DATA			
Fax Number:	(214)550-2671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-367-6000		
Email:	darin@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP c/o Darin Klemchuk		
Address Line 1:	8150 N Central Expressway, Suite 1150		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	0989.0059		
NAME OF SUBMITTER:	Darin M. Klemchuk		
Signature:	/Darin M. Klemchuk/		
Date:	09/10/2009		

OP \$40.00 77261839

Total Attachments: 8

source=TM Assignment_executed#page1.tif

source=TM Assignment_executed#page2.tif

source=TM Assignment_executed#page3.tif

source=TM Assignment_executed#page4.tif

source=TM Assignment_executed#page5.tif

source=TM Assignment_executed#page6.tif

source=TM Assignment_executed#page7.tif

source=TM Assignment_executed#page8.tif

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

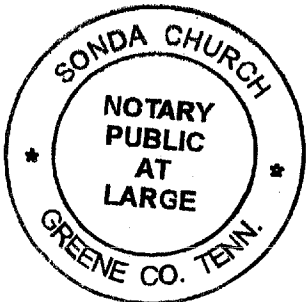
DBG GROUP INVESTMENTS, LLC ^{WB}
By: Mark Battista
Name: MARK BATTISTA
Title: EVP

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.

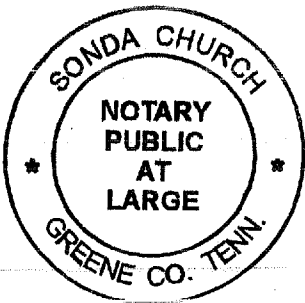


Notary Public Signature

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**

Country	Application/ Serial No.	Filed	Registration Date	Reg#
United States				
Active Environmental Technologies				
ActivePure	77/088,967	01/23/07	05/13/08	3427682
activTek Environmental				
AI Livebetter (words only)	78/354438	01/20/04	01/18/05	2919097
AI 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 / Equench				
Harsh Environmental Pad	78/770,042	12/09/05	11/13/07	3,336,670

Exhibit to Trademark Assignment

**TRADEMARK
REEL: 004059 FRAME: 0403**

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: 004059 FRAME: 0404

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				
ClO2				
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				
Argentina				
Airquest				

Exhibit to Trademark Assignment

TRADEMARK
REEL: 004059 FRAME: 0405

Country	Application/ Serial No.	Filed	Registration Date	Reg#
EcoQuest	71493-0012	09/01/03	N/A	2014774
Australia				
EcoQuest (copy not original certificate)	914579	05/29/02	01/13/03	914579
Brazil				
EcoQuest	825735165	07/29/03	07/03/07	825735165
Canada				
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
China				
Breeze AT by EcoQuest				
EcoQuest	3245570	07/17/02	11/07/03	3245570
Colombia				
EcoQuest	3089113	10/07/03	05/31/04	282007
Egypt				
EcoQuest	161201	07/30/03	07/29/08	161201
European Union				
EcoQuest	2719979	06/30/02	03/24/06	2719979
EcoQuest International & Design	2720340	06/03/02	02/03/04	2720340
Federation of Russia				
EcoQuest	2002710828	05/29/02	07/02/03	250522
Federation of Russia (Cryllic				

Exhibit to Trademark Assignment

TRADEMARK
REEL: 004059 FRAME: 0406

Country	Application/ Serial No.	Filed	Registration Date	Reg#
Characters)				
EcoQuest	2004713299	6/16/2004	06/27/05	291339
Hong Kong				
EcoQuest	300054891	07/30/03	07/30/03	300054891
Iceland				
EcoQuest	19682003	07/28/03	10/03/03	7352003
India				
EcoQuest	1219927	08/04/03	N/A	N/A
Israel				
EcoQuest	165887	07/27/03	N/A	N/A
Japan				
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
Japan (Katakana Characters)				
EcoQuest	200474080	08/10/04	04/08/05	4855724
EcoQuest International		06/14/04	N/A	N/A
Malaysia				
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
Mexico				
EcoQuest	545774	05/06/02	11/19/02	768888
New Zealand				
EcoQuest	678943	05/15/03	07/07/05	678943
Norway				
EcoQuest	200204478	05/16/02	01/16/03	217261
Philippines				

Exhibit to Trademark Assignment

TRADEMARK
REEL: 004059 FRAME: 0407

Country	Application/ Serial No.	Filed	Registration Date	Reg#
EcoQuest	71493.9	N/A	N/A	N/A
Russia				
EcoQuest	2004713299	06/16/04		
Singapore				
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
South Korea				
EcoQuest	40200225431	05/31/02	12/22/03	569537
Spain				
Quest				
Taiwan				
EcoQuest	1121488	12/05/03	10/01/04	1121488
Taiwan (Chinese Characters)				
EcoQuest	1131411	12/24/03	12/16/04	1131441
Turkey				
EcoQuest	200327249	10/10/03	10/10/03	200327249Registered
Ukraine				
EcoQuest	2003078255	07/28/03	10/17/05	54612
Venezuela				
EcoQuest	2003013806	09/25/03	11/01/04	P255982

Exhibit to Trademark Assignment

RECORDED: 09/10/2009

TRADEMARK
REEL: 004059 FRAME: 0408