

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
Preferred Nutrition Inc.		12/17/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Headlines Promotions Ltd.		
Street Address:	#19 - 7500 Cumberland Street		
City:	Burnaby, British Columbia		
State/Country:	CANADA		
Postal Code:	V3N 4Z9		
Entity Type:	LIMITED LIABILITY COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3679747	THE WOMAN'S WORD	
Registration Number:	3727830	THE WOMAN'S WORD WOMEN HELPING WOMEN	
CORRESPONDENCE DATA			
Fax Number:	(202)478-0379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(240) 723-5470		
Email:	aspivak@mosaiclegalgroup.com		
Correspondent Name:	Andrew N. Spivak, c/o Mosaic Legal Group		
Address Line 1:	2001 Twelfth Street, NW, Suite 117		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20009		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$65.00 3679747

900156275

**TRADEMARK
 REEL: 004161 FRAME: 0114**

Address Line 4:

NAME OF SUBMITTER:

Andrew N. Spivak

Signature:

/Andrew N. Spivak/

Date:

03/04/2010

Total Attachments: 6

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TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made as of December 17, 2009.

BETWEEN: Preferred Nutrition Inc.

153 Perth Street Acton
Ontario, Canada, L7J 1C9

(hereinafter the “**Assignor**”);

AND: Headlines Promotions Ltd.

#19 – 7500 Cumberland Street
Burnaby, British Columbia
Canada, V3N 4Z9

(hereinafter the “**Assignee**”);

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”).

PREAMBLE

WHEREAS the Assignor is the owner of the trade-marks bearing the Canadian and United States application and registration numbers set out in Schedule “A” hereto (the “**Trade-marks**”);

AND WHEREAS the Assignor has agreed to assign to the Assignee, all of the Assignor’s rights, title and interest in and to the Trade-marks;

NOW THEREFORE for \$1.00 and other good and valuable consideration now paid by each Party to the other, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. ASSIGNMENT

1.1 The Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all of Assignor’s worldwide rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada and the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations therefore.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof. Notwithstanding the above, the Trade-marks are assigned on an as is, where is basis and the Assignor expressly disclaims all representations and warranties in respect of the Trade-marks, including,

without limitation, any representations or warranties that the assignment herein or this Agreement will be accepted for recordation by the Canadian Intellectual Property Office or the United States Patent and Trademark Office or that the Trade-marks are registrable or that any registrations for the Trade-marks will be valid or enforceable. The Assignor will not be responsible and will not continue to: (a) prosecute or file any applications to register the Trade-marks, including without limitation, the applications set out in Schedule "A" hereto; or (b) maintain or renew any registrations for the Trade-marks, including without limitation, the registrations set out in Schedule "A" hereto.

3. GENERAL PROVISIONS

3.1 Modification. This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 Binding Agreement. The terms of this Agreement shall bind the Parties and their respective successors and permitted assigns.

3.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.5 Severability. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

PREFERRED NUTRITION INC.

By:

Name: Deane Parkes

Title: President

HEADLINES PROMOTIONS LTD.

By: 

Name: LORNA VANDER HAEGHE

Title: BUSINESS WOMAN

SCHEDULE "A"

To Trade-Mark Assignment Agreement made as of December 17, 2009 between Preferred Nutrition Inc. and Headlines Promotions Ltd.

Trade-marks

<u>Trade-mark</u>	<u>Application/Registration No.</u>
Canada	
THE WOMAN'S WORD (Stylized)	1,431,369
THE WOMAN'S WORD WOMEN HELPING WOMEN (Stylized)	1,437,471
United States	
THE WOMAN'S WORD (Stylized)	3679747
THE WOMAN'S WORD WOMEN HELPING WOMEN (Stylized)	77/732036

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AND: **Headlines Promotions Ltd.**
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Burnaby, British Columbia
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(hereinafter the “**Assignee**”);

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”).

PREAMBLE

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AND WHEREAS the Assignor has agreed to assign to the Assignee, all of the Assignor’s rights, title and interest in and to the Trade-marks;

NOW THEREFORE for \$1.00 and other good and valuable consideration now paid by each Party to the other, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. ASSIGNMENT

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2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof. Notwithstanding the above, the Trade-marks are assigned on an as is, where is basis and the Assignor

expressly disclaims all representations and warranties in respect of the Trade-marks, including, without limitation, any representations or warranties that the assignment herein or this Agreement will be accepted for recordation by the Canadian Intellectual Property Office or the United States Patent and Trademark Office or that the Trade-marks are registrable or that any registrations for the Trade-marks will be valid or enforceable. The Assignor will not be responsible and will not continue to: (a) prosecute or file any applications to register the Trade-marks, including without limitation, the applications set out in Schedule "A" hereto; or (b) maintain or renew any registrations for the Trade-marks, including without limitation, the registrations set out in Schedule "A" hereto.

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DATED AND EFFECTIVE as of the first date noted above.

PREFERRED NUTRITION INC.

By: 

Name: Deane Parkes

Title: President

HEADLINES PROMOTIONS LTD.

By: _____

Name: _____

Title: _____

SCHEDULE "A"

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