

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Synthesis Marketing & Communications, Inc.		09/18/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Body Sync, Inc.		
<b>Street Address:</b>	308 1/2 S. Catalina Ave.		
<b>City:</b>	Redondo Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90277		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77470266	DNA BODYSYNC	
<b>Serial Number:</b>	77470278	BODYSYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)565-6658		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	719-475-6401		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Jessica A. Neville		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn: Tracy Baker		
<b>Address Line 4:</b>	Denver, COLORADO 80201-8749		
<b>ATTORNEY DOCKET NUMBER:</b>	75182.0001		
<b>NAME OF SUBMITTER:</b>	Jessica A. Neville		
<b>Signature:</b>	/Jessica A. Neville/		

**CH \$65.00 77470266**

**900156386**

**TRADEMARK**  
**REEL: 004161 FRAME: 0918**

Date:

03/05/2010

**Total Attachments: 34**

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## SECURED CREDITOR ASSET PURCHASE AGREEMENT

This **SECURED CREDITOR ASSET PURCHASE AGREEMENT** (the "**Agreement**") is entered into as of August 31, 2009 (the "**Effective Date**"), by and between **SILICON VALLEY BANK**, a State Chartered Bank ("**Seller**"), and **SYNTHESIS MARKETING & COMMUNICATIONS, INC.**, a California corporation ("**Purchaser**").

### RECITALS

A. On or about August 1, 2007, Sciona, Inc., a Delaware corporation ("**Borrower**"), entered into a Loan and Security Agreement (as amended, the "**Loan and Security Agreement**") with Seller. The Loan and Security Agreement has been subsequently amended and modified. The Loan and Security Agreement together with all other documents, instruments and writings that relate to the Loan and Security Agreement are collectively referred to herein as the "**Loan Documents**."

B. As security for the Loan Documents, Borrowers granted to Seller a security interest in all or substantially all of Borrowers' assets, and proceeds thereof, (the "**Collateral**"). Further, on or about December 12, 2008, Borrower executed an Intellectual Property Security Agreement and granted to Lender a security interest in all of Borrower's right title and interest in, to and under its intellectual property (the "**Intellectual Property Collateral**"). For purposes of this Agreement, the Intellectual Property Collateral shall be included in the Collateral. The Collateral is used in the operation of a CLIA certified laboratory (the "**Laboratory**").

C. Lender's security interest in the Collateral is perfected by the following: (a) UCC-1 Financing Statement filed on August 2, 2007 against Borrower under File No. 20072947777 in the Office of the Delaware Secretary of State, as amended; and (b) a filing with the U.S. Patent and Trademark Office on December 31, 2008 at Reel/Frame No. 022043/0216.

D. Borrower is in default of its obligations under the Loan Documents for failure to make payments under the Loan Documents according to their terms, among other defaults, and Seller has exercised its secured creditor rights.

E. On June 2, 2009, Seller commenced Civil Action No. 2009CV5534 in the District Court for the City and County of Denver, State of Colorado (the "**Civil Action**").

F. On June 3, 2009, the Court entered its Order Appointing Receiver, appointing Eric Grothe as Receiver over the Collateral.

G. On July 30, 2009, Purchaser filed a Motion to Intervene in the Civil Action (the "**Intervention**").

H. On August 7, 2009, Seller gave notice of private sale in accordance with CRS § 4-9-610 and, as a result of which, Seller is authorized pursuant to CRS § 4-9-617 to transfer title to the Collateral on behalf of Borrower.

I. Seller now desires to sell certain assets (which constitute a portion of the Collateral) to Purchaser, and Purchaser desires to purchase such assets from Seller through a private foreclosure sale under CRS § 4-9-610 on the terms and conditions set forth in this Agreement (the "**Private Sale Transaction**").

J. The parties are entering into this Agreement to effectuate the Private Sale Transaction, subject to and conditioned upon the terms set forth in this Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale of Transferred Assets. Seller agrees that on the Closing Date (as defined below), it shall sell to Purchaser and Purchaser agrees to purchase from Seller through a private sale under § 9-610 of the Uniform Commercial Code of Borrowers' right, title and interest in and to all of Borrower's assets, but excluding any cash, cash equivalents and licenses (the "**Transferred Assets.**"). Notwithstanding the foregoing, the Transferred Assets shall include such licenses owned by Borrower as Purchaser shall request in writing prior to the expiration of the Due Diligence Period (defined below), provided such licenses are transferable by Seller and Purchaser would reasonably be unable to obtain equivalent licenses in Purchaser's name prior to the Closing (defined below) without such transfer (the "**Licenses**").

2. Purchase Price; Earnest Money; Operating Expenses; Waivers.

a. Purchase Price. As consideration for the sale, transfer, and conveyance of the Transferred Assets by Seller, Purchaser agrees to pay at Closing (as defined below) \$500,000.00 ("**Purchase Price**") for all of the Transferred Assets.

b. Earnest Money.

i. Purchaser shall deposit \$50,000.00 (the "**Earnest Money**") with a third party escrow agent ("**Escrow Agent**") designated by Seller and agreed to by Purchaser, in its reasonable discretion. The Earnest Money shall be deposited by Purchaser with Escrow Agent on the Effective Date of this Agreement.

ii. In the event that Purchaser terminates this Agreement on or before the expiration of the Due Diligence Period (as defined below) or due to a default of Seller hereunder, the Escrow Agent, or Seller if in possession of the Earnest Money, shall return the Earnest Money to Purchaser. If this Agreement is not terminated by Purchaser by the expiration of the Due Diligence Period, Escrow Agent shall deliver the Earnest Money to Seller no later than 5:00 p.m. MDT of the next business day after the expiration of the Due Diligence Period. If the transaction contemplated herein closes, all Earnest Money shall be credited against the Purchase Price at Closing.

c. Operating Expenses. Purchaser shall pay \$35,000.00 (the "**Expense Payment**") to Seller for use in paying the expenses associated with the operation of the Laboratory, as set forth on the budget attached hereto as Exhibit A, for the period from the Effective Date through and including the Closing Date. Purchaser shall deliver the Expense Payment to Seller according to the following schedule: (1), \$25,000.00 on September 1, 2009 and (2) \$10,000.00 no later than 5:00 p.m. MDT of the next business day after the expiration of the Due Diligence Period. The Expense Payment is non-refundable upon payment and will not be applied to the Purchase Price at Closing.

d. Escrow of Purchase Price. The balance of the Purchase Price shall be deposited with the Escrow Agent no later than 5:00 p.m. MDT on the day before the Closing Date.

3. Purchaser Due Diligence. Seller agrees and acknowledges that it shall provide to Purchaser all information reasonably requested by Purchaser regarding Borrower, the Transferred Assets, the Laboratory and the Facility (defined below) (collectively, the "**Seller Information**"), to the extent the Seller Information is in Seller's possession or reasonably available to Seller. Concurrently with the execution of this Agreement, Purchaser shall execute and deliver to Seller a Non-Disclosure Agreement with respect to the Seller Information in a form reasonably acceptable to Seller. Purchaser shall have until 5:00 p.m. MDT on the day that is fourteen (14) days after the Effective Date (the "**Due Diligence Period**") to review the Seller Information and to satisfy itself regarding the following:

a. Confirmation that the Laboratory is in compliance with the Quality Assessment Plan certified for the Laboratory by CLIA;

b. Confirmation that the intellectual property assets listed on Exhibit B hereto are not expired and are fully transferable by Seller; and

c. Confirmation that the current version of the Rules Engine Software to be transferred to Purchaser is compliant with GAMP, or if it is not, that the assets to be transferred to Purchaser include the most recent version and the most recent GAMP compliant version of the Rules Engine Software and fully operational LIMS software.

If Purchaser is unable to confirm any of the foregoing, in Purchaser's reasonable determination, Purchaser may terminate this Agreement by delivering written notice of such election to Seller prior to the expiration of the Due Diligence Period and in such event, the Earnest Money shall be returned to Purchaser.

4. Obligations Assumed.

a. Liabilities. Purchaser agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Borrowers expressly listed below in this Section 4.a:

i. Costs and expenses associated with the ownership and operation of the Transferred Assets arising after the Closing; and

ii. Any applicable transfer tax as more fully described Section 12 below and in the Bill of Sale..

b. Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 4.a. above, Purchaser shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller or of Borrowers whatsoever, including but not limited to any liabilities or obligations now or hereafter arising from Borrowers' business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Borrowers' business.

c. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make

any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by Purchaser of any liabilities or obligations of Seller or of Borrowers under Section 4.a. above shall in no way expand the rights or remedies of third parties against Purchaser as compared to the rights and remedies such parties would have against Seller or Borrowers if the Closing were not consummated.

d. Books and Records. Purchaser shall comply with all applicable federal, state and local laws and regulations with respect to any books and records of the Company that are included in the Transferred Assets and any and all confidential employee and customer information.

5. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 6 and 7 below, the closing of the sale (the "Closing") will be held on the day that is five (5) days after the Expiration of the Due Diligence Period. The date on which the Closing is consummated is referred to herein as the "Closing Date."

6. Seller's Conditions Precedent. Seller's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Purchaser made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrowers.

c. Purchaser shall have dismissed the Intervention with prejudice and executed and delivered to Seller a release and waiver of all claims against Seller, Borrower, Receiver and Adam Michelin, including, but not limited to, any claims of Purchaser arising from that certain Project Development Agreement dated February 2008 by and between Purchaser and Borrower, in a form reasonably acceptable to Seller.

d. Purchaser shall have paid the Purchase Price.

7. Purchaser's Conditions Precedent. Purchaser's obligations to consummate the Closing shall be conditioned upon the satisfaction or waiver of the following:

a. The representations, warranties, and covenants of Seller made herein shall have been true when made and at all times after the date when made, to and including the Closing Date, with the same force and effect as if made on and as of each such times, including the Closing Date.

b. As of the Closing Date, the sale of the Transferred Assets by Seller or any of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other proceeding, including, without limitation, the "automatic stay" under 11 U.S.C. § 362 in any pending case under Title 11 of the United States Code by or against Borrowers.

c. Seller shall have executed and delivered to Purchaser a release and waiver of all claims against Purchaser, in a form substantially similar to that executed by Purchaser in favor Seller pursuant to Section 6.c. above.

d. Seller shall have executed and delivered to Purchaser a Secured Party Bill of Sale in the form attached as Exhibit C hereto (the "**Bill of Sale**") with respect to the Transferred Assets.

8. Closing Obligations. At Closing, Purchaser will deliver to Seller the Purchase Price via wire transfer. Seller shall deliver to Purchaser a properly executed Bill of Sale Private UCC Sale in the form of Exhibit B attached hereto and any documentation reasonably required or requested by Purchaser to effectuate the intent of the parties to this Agreement, including documentation required by the United States or foreign patent offices (and otherwise consistent with Article 9 of the Uniform Commercial Code) necessary to implement a proper chain of title in their assignment and ownership records. Following the Closing, Purchaser will have the right to immediate possession of the Transferred Assets.

9. Representations and Warranties of Seller. Except as expressly set forth in writing in this Agreement, the Transferred Assets are being sold "AS IS" and "WHERE IS" with no representations or warranties of any kind, express or implied, oral or written, with respect to the physical condition, faults or value of the Transferred Assets. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition. Seller hereby expressly disclaims any and all warranties, express or implied, relating to the Transferred Assets, including without limitation, the warranty of merchantability and fitness for a particular purchase or any other fact or matter not expressly set forth herein. Upon the Closing, Purchaser shall assume all responsibility, shipping costs, storage costs, liability and obligation for the physical condition and status of the Transferred Assets. Seller makes no express or implied warranties, representations or endorsements whatsoever, including, without limitation, warranties of merchantability, non-infringement or fitness for a particular purpose with regard to the Transferred Assets, and Seller hereby expressly disclaims any such warranties to the maximum extent permitted by applicable law. Seller makes no representation or warranty and have no liability whatsoever on behalf of Seller or any third parties with regard to the operation, performance, nonperformance, quality, availability, completeness, accuracy or security any of the Transferred Assets or the delay, error, or interruption of the flow of information in connection with use of any of the foregoing. Seller has not undertaken any independent investigation (nor does Seller intend to do so) and Seller disclaims any liability as a result of or obligation to do so, to determine if there is any pending, threatened or potential inquiry, claim, investigation, litigation, proceeding or decree by any federal, state or local authority, or administrative agency, or any private party against or relating to the Transferred Assets, or if the Transferred Assets infringe any third party's intellectual property rights. Purchaser is sophisticated with respect to the Transferred Assets, and in fact, have more knowledge of, and familiarity with, the Transferred Assets than Seller (who merely foreclosed on a security interest in the Transferred Assets). Notwithstanding the foregoing, Seller represents and warrants to Purchaser, as follows:

a. Seller (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby; and (iii) is duly qualified or authorized to conduct business and is in good standing as a foreign corporation in such jurisdictions where failure to be so qualified or authorized could reasonably be expected to have a Material Adverse Effect on Seller. For purposes of the Agreement, a "Material Adverse Effect" shall mean a material adverse effect on the enforceability of the Agreement.

b. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby are within the power of Seller and have been duly authorized by all necessary actions on the part of Seller. The execution of this Agreement by Seller constitutes, or will constitute, a legal valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

c. No consent, approval authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Seller (or any of its properties) is required for (i) Seller's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Seller of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. Borrower is in default of its obligations under the Loan Documents and other obligations owing to Seller and Seller has validly exercised its rights under the Loan Documents and applicable law in foreclosing on the Collateral and Transferred Assets.

e. Seller placed Notices of Private Sale Under Uniform Commercial Code, in the forms previously provided to Purchaser, in the United States Mail, first class, postage prepaid, addressed to those persons on the mailing list attached to said Notices on August 7, 2009.

10. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as follows:

a. Purchaser (i) is duly organized corporation, validly existing, and in good standing under the laws of the State of California; and (ii) has all requisite corporate power and authority to execute, deliver, and perform the transactions contemplated hereby.

b. The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity.

c. No consent, approval, authorization or order of, or registration or filing with, or notice to, any court or governmental agency or body having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice has been obtained, made or given (as applicable) and is still in full force and effect.

d. No person or entity acting on behalf of Purchaser or Seller or any of its affiliates or under the authority of any of them, except Peter Vitulli and Rosalynn Gill, is or will be entitled to any brokers or "finders" fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated hereby. Seller shall be responsible for paying any commission and/or fees due to Peter Vitulli and Rosalynn Gill with respect to the transactions contemplated hereby.

11. Expenses. Except as provided in the next sentence or as otherwise provided in this Agreement, Purchaser and Seller shall each bear their own expenses incurred in connection with the



transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this Agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

12. Transfer Taxes. Purchaser shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes or governmental charges, as levied by any taxing authority or governmental agency in connection with the transfer of Transferred Assets contemplated by this Agreement. Prior to the Closing Date, (i) Purchaser shall deliver to Seller evidence that these transactions are exempt from sales tax, or (ii) Purchaser shall remit to Seller any sales tax due as a result of these transactions. Seller hereby agrees to file all necessary documents with respect to such amounts in a timely manner.

13. Facility Lease; Post-Closing Occupancy and Employees; Continuing Access to Books and Records; Licenses.

a. Seller shall pay rent for the month of September for the space in which the Laboratory is currently operated, which is located at 12635 E. Montview Blvd., Suite 217, Aurora, CO 80045 (the "Facility"). Seller will notify the landlord of the Facility that Receiver shall abandon the Facility on or before the Closing Date. Purchaser shall be solely responsible for negotiating a new lease with said landlord or otherwise vacating the Facility and removing the Transferred Assets therefrom after the Closing. The Closing is not contingent on Purchaser obtaining a lease for the Facility.

b. Purchaser is solely responsible for employing former Borrower employees and the Closing under this Agreement is not contingent on any such employment.

c. Purchaser shall permit Seller and Borrower access and use of any of Borrower's books and records that are included in the Transferred Assets for wind down and similar corporate purposes that do not compete with Purchaser following the Closing Date for a period of 18 months. Such access and use shall be permitted during normal business hours and shall be conducted to minimize disruption to Purchaser's post-closing operations.

d. Purchaser acknowledges and agrees that other than the Licenses, Purchaser shall be responsible for obtaining all other licenses and permits it requires in order to consummate the transactions contemplated herein and to use the Transferred Assets, Facility and Laboratory after the Closing, including, but not limited to, those licenses and/or permits required or desirable for it to (i) own and use the Transferred Assets, (ii) use and occupy the Facility, (iii) conduct business in the jurisdictions in which the Transferred Assets and Facility are located, (iv) operate the Laboratory, and (v) employ workers to operate the Laboratory.

14. Indemnity. Purchaser hereby agrees to indemnify, defend and hold Seller, Receiver and Borrowers harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys) which may be imposed on, incurred by, or asserted against Seller, Receiver or Borrowers, as the case may be, in any way relating to or arising out of, or alleged to relate or arise out of, any action or inaction on the part of Purchaser in connection with the Books and Records or any other confidential employee or customer information or other breach of this Agreement.

15. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth

below or when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three(3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Seller:

Silicon Valley Bank  
ATTN: C. Diane LeMay  
38 Technology Drive, Suite 150  
Irvine, CA 92618  
Telephone: 949.754.0815  
Facsimile: 949.790.9026  
dlemay@svbank.com

with a copy to:

Duncan E. Barber, Esq.  
Bieging Shapiro & Burrus LLP  
4582 South Ulster Street Parkway  
Suite 1650  
Denver, CO 80237  
Telephone: (720) 488-0220  
Facsimile: (720) 488-7711  
dbarber@bsblawyers.com

To Purchaser:  
Synthesis Marketing & Communications, Inc.  
ATTN: Vincent Pavelock  
308.5 S. Catalina Ave.  
Redondo Beach, CA 90277  
Telephone: (310) 376-8093  
Facsimile:  
Email: vp@synthink.com

with a copy to:

Mark B. Simpkins, Esq.  
11 Golden Shore  
Suite 430  
Long Beach, CA 90802  
Telephone: (562)436-9631  
Facsimile: (562)436-1467  
Email: mark\_simpkins@hotmail.com

16. Miscellaneous.

a. Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the parties hereto regarding the purchase and sale of the Transferred Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

b. Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

c. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

d. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

e. Further Assurances. At any time or from time to time after the Closing, without further consideration, Seller shall, at the request of Purchaser, execute and deliver such further instruments and document as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions contemplated by this Agreement.

f. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Seller. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Colorado (without reference to conflicts of law principles).

h. Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. SELLER AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

i. Submission to Jurisdiction; Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN EL PASO COUNTY, COLORADO IS HEREAFTER REFERRED TO AS THE "CHOSEN COURT") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 15 OF THIS AGREEMENT.

j. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation".

k. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

l. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder without providing the other party with prior written notice; provided, however, that Purchaser shall be entitled to assign its rights under this agreement to an entity wholly-owned by it. Neither party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other party.

m. Fees and Expenses. Seller and Purchaser shall each bear their own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

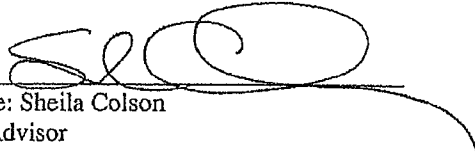
n. Confidentiality. Purchaser and Seller agree that they will hold in confidence all information, data and documents obtained by them or any of their representatives from any representative, officer or employee of each other, and that none of them nor any of their representatives will disclose any such information, data or documents to any third party and none of them will discuss this Agreement or the transactions contemplated hereby with any party other than officers, employees, agents and representatives of the party or their legal counsel and financing sources deemed necessary to the completion of the transactions described herein.

o. Survival. The parties' representations, warranties and obligations contained in this Agreement shall survive the Closing.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

**SILICON VALLEY BANK**, a State Chartered Bank  
Pursuant to CRS § 9-617  
For itself and for and on behalf of Sciona, Inc. a  
Delaware corporation

By:   
Name: Sheila Colson  
Its: Advisor

PURCHASER:

**SYNTHESIS                      MARKETING                      &**  
**COMMUNICATIONS, INC.**, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SILICON VALLEY BANK, a State Chartered Bank  
Pursuant to CRS § 9-617  
For itself and for and on behalf of Sciona, Inc. a  
Delaware corporation .

By: \_\_\_\_\_  
Name: Sheila Colson  
Its: Advisor

PURCHASER:

SYNTHESIS                      MARKETING                      &  
COMMUNICATIONS, INC., a California corporation

By: Patricia E Kennedy  
Name: Patricia E Kennedy  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SILICON VALLEY BANK, a State Chartered Bank  
Pursuant to CRS § 9-617  
For itself and for and on behalf of Scionz, Inc. a  
Delaware corporation .

By: \_\_\_\_\_  
Name: Sheila Colson  
Its: Advisor

PURCHASER:

SYNTHESIS . . . . . MARKETING &  
COMMUNICATIONS, INC., a California corporation

By: Patricia E. Kennedy  
Name: Patricia E. Kennedy  
Its: \_\_\_\_\_

EXHIBIT A  
LABORATORY BUDGET  
(See Attached)



**Sciona, Inc.**  
September 2009 Operating Expense Budget

Business Exit Strategies	Contractor services	\$5,000.00
FedEx	Shipping	218.22
Fitzsimons Redevelopment Authority	Rent	10,431.36
Ikon Financial Services	Copier	1,412.32
IP5280	Phones	1,885.33
Michael Bauer MD & Associates Inc	Certification Expense	5,000.00
MX Logic	E-Mail	137.50
RackSpace Managed Hosting	Web Hosting	765.00
Several Payees	Payroll	<u>22,826.68</u>
Total		\$47,676.41

**EXHIBIT B**

**INTELLECTUAL PROPERTY**

(See Attached)

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
Not Applicable		

Patents

Patent Number	Application Number	Title	Reference Number	Country	Date issued	Key Claims
7,054,758		Computer Assisted Means for Assessing Lifestyle Risk Factors		USA	5/30/2006	Business model
						A computer assisted method for providing personalized lifestyle advice plan comprising:
						-risk based alleles
						-recommendations based on risk factors
						-including max or min food subtypes
	2002226590	""	AHB/FP6162325	Australia	6/22/2007	""
	2002-561755	""	AHB/FP6162309	Japan	pending	""
	02716200.7	""	AHB/FP6162333	Europe	pending	""
	2435682	""	AHB/FP6162317	Canada	pending	""
	11/277,525	Case I divisional	AHB/FP6370118	USA	pending	Additional Claims TBD
	20060178837					
	10/564,081	Computer Assisted Means for Providing Personalized Healthcare Products	NRS/FP6351183	USA	pending	Case I plus delivery of personalized products, 19 gene panel described
	20080275912					
	61,077,850	Methods for Determining Gene-Nutrient Interactions	5588-12PROV AHB/FP6349179	USA		Provisional filing
						GSTP1 variations and prescribing weight loss program, additional claims related to cruciferous veg and calcium consumption

Patents

Patent Number	Application Number	Title	Reference Number	Country	Date issued	Key Claims
	61,077,016	Methods for Determining Gene-Nutrient Interactions	588-11-PROV AHB/FP6349161	USA	Filed 6/20/08	Provisional filing:  IL6 variations and prescribing weight loss program, additional claims for individuals over the age of 50
7,354,712	Serial 10/601,345	Estrogen Receptor Alleles That Are Predictive of Increased Susceptibility to Bone Fracture	5588-6 OX43 Oxagen	USA	4/8/2008	Identify risk of bone fracture associated with Estrogen Receptor + VDR genetic
	Serial 12,062,338 20050202435		5588-6-1 Oxagen	USA	pending	Additional claims related to kit, treatment regimens to reduce risk - diet, exercise, pharmacological treatment
6,537,759	Serial 09/962,665	Folypolyglutamate Synthetase Gene Sequence Variants Having Utility in Determining the Treatment of Disease	5588-8-2 Vari1 Nuvelo	USA	3/25/2003	Detecting FPGS gene variations
6,664,062	09/963,333	Thymidylate Synthase Gene Sequence Variants Having Utility in Determining the Treatment of Disease	5588-8-3 Nuvelo	USA	12/16/2003	Detecting TS gene variations
	11/100,921 20050191691	Gene Sequence Variants in Genes Related to Folate Metabolism Having Utility in Determining the Treatment of Disease	5588-1-1 Nuvelo	USA	pending	Determining method of treatment for patients based on detection of 1 or 2 variations in the MTHFR gene

Patents

Patent Number	Application Number	Title	Reference Number	Country	Date issued	Key Claims
6,803,197	09/796,991	Method for Determining Susceptibility to Bone Damage by Screening Polymorphisms in the Vitamin D Receptor Gene	5588-2 OX-06 Oxagen	USA	10/12/2004	Risk assessment based on VDR and/or Col1A1 sequence variations, with Calcium and blood measures claimed Counter IP to SQNIM
		99947490.9	AHB/FP6372916	EP	pending	
	2000-570366		AHB/FP6373179	JP	pending	
6,808,881	09/786,992	Method for Determining Susceptibility to Heart Disease by Screening Polymorphisms in the Vitamin D Receptor Gene	5588-3 OX-07 Oxagen	USA	10/26/2004	Risk based on VDR sequence variations and calcium above 1302 mg/day
Pending		99947491.9	AHB/FP6372932	EP	Granted 9/12/08	
			AHB/FP6373120	JP	pending	
	10/703,715 20050074786	Divisional	5588-3-1 Oxagen	USA	Pending	Further claims related to treatment, calcium measurements and heart damage measures in males
	10/559,294 20060211774	Method of Diagnosing a Genetic Susceptibility for Bone Damage	5588-7 OX44 Oxagen	USA	Pending	Detection of variations in the INHBA (inhibin beta-A gene) to predict susceptibility to bone damage
		2004234611	AHB/FP6373161	AU	pending	
		2528143	AHB/FP6373153	CA	pending	
		200480018514.4	AHB/FP6373146	CN	pending	
		04730309.4	AHB/FP6373013	EP	pending	

Patents

Patent Number	Application Number	Title	Reference Number	Country	Date issued	Key Claims
	10/270,714 20030165928	Susceptibility to Bone Damage	5588-4 OX22 Oxagen	USA	Pending	Detection of variations in MTHFR and Col1A1 to predict susceptibility to bone damage, measurement of homocysteine, treatment with folic acid
Pending	KS-13-010	A Method of Determining Susceptibility to Bone Damage	AHB/FP6373138 OX22	JP	Granted 8/22/2008	***
6,759,200	09/962,677	Thymidine Phosphorylase Gene Sequence Variants Having Utility in Determining the Treatment of Disease	5588-8-4 Oxagen	USA	7/6/2004	Detection of variations in the thymidine phosphorylase genes
99051168 51168/99	2004201470 1999051168	Gene Sequence Variants With Utility In Determining The Treatment Of Disease	639050R Vari1 Nuvelo	AU		Detection of Folate pathway gene variations
768810		***	Vari1 AHB/FP6390587 Nuvelo	AU	3/16/2007	Detection of Thymidylate synthase variations
	10/553,995 20060246454	Influence of Genotype on Susceptibility to Treatment with Fish Oil	SPH/FP6335905 Soton	US	pending	Exclusive license with University of Southampton
						IL6 or TNFa variations and treatment with Fish oil/Omega 3 to reduce cytokine production
						*Sciona pays for patent prosecution as per the licensing agreement
	04728600.0		SPH/FP6335723	EP	pending	

Patents

Patent Number	Application Number	Title	Reference Number	Country	Date issued	Key Claims
Pending	2006-506160		SPH/FP6335699	JP	7/15/2008	Granted
	2523377		SPH/FP6335707	CA		
	200480016679.8		SPH/FP6335897	CN		
	2004233299		SPH/FP6335715	AU	Final paperwork submitted 8/28/08	notice of allowance expected



**Trademarks**

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in <b>bold</b> )	Remarks
<b>CELLF</b>	76/635,307 Filed 04-07-2005	010	Prepackaged, in-home nutrigenetic analysis kit comprised of a swab, instructional panel, container for the swab and pre-paid envelope for obtaining and archiving an oral swab specimen of an individual's DNA to be used to identify lifestyle recommendations based upon the individual's genetic profile, sold with a questionnaire detailing nutrition and lifestyle habits (10-31-2003)	Section 8 & 15 Affidavit of use due between 05-01-2012 & 05-01-2013	
51757.0004	3,235,566 Registered 05-01-2007	042	Biochemistry research services; biological development services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendation; biological research services; biotechnological research in the fields of nutrition and health care; biotechnology research; biotechnology testing; collection of data derived from clinical trials in the fields of genetics, nutrition, lifestyle and health care; compilation of scientific information in the fields of genetics, nutrition, lifestyle and healthcare; consultancy services relating to food; preparation of reports relating to scientific research; research relating to molecular sciences; genetics research; provision of research services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; and provision of scientific information, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations (10-31-2003)	Renewal due between 05-01-2016 & 05-01-2017	
		044	Advisory services, namely, advisory services relating to diet; advisory services relating to health; advisory services relating to nutrition; consultancy services relating to nutrition; counseling relating to nutrition; genetic testing, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; professional consultancy relating to health and professional consultancy relating to health care (10-31-2003)		

Trademarks

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in <b>bold</b> )	Remarks
THE SCIENCE OF YOU	76/635,309 Filed 04-07-2005	005	Prepackaged, in-home nutrigenetic analysis kit comprised of a swab, instructional panel, container for swab and pre-paid envelope for obtaining and archiving an oral swab specimen of an individual's DNA to be used to identify lifestyle recommendations based upon the individual's genetic profile, sold with a questionnaire detailing nutrition and lifestyle habits (02-28-2003)	Section 8 & 15 Affidavit of use due between <b>10-23-2012 &amp; 10-23-2013</b>	
51757.0005	3,319,058 Registered 10-23-2007	042	Biochemistry research services; biological development services; namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; biological research services; biotechnological research in the fields of nutrition and health care; biotechnology research; biotechnology testing; collection of data derived from clinical trials in the fields of genetics, nutrition, lifestyle and health care; compilation of scientific information in the fields of genetics, nutrition, lifestyle and health care; consultancy services relating to food; preparation of reports relating to scientific research; research relating to molecular sciences; genetics research; provision of research services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; and provision of scientific information, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations (-28-2003)	Renewal due between <b>10-23-2016 &amp; 10-23-2017</b>	
		044	Advisory services, namely, advisory services relating to diet; advisory services relating to health; advisory services relating to nutrition; consultancy services relating to nutrition; counseling relating to nutrition; genetic testing, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; professional consultancy relating to health and professional consultancy relating to health care (02-28-2003)		

Trademarks

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in <b>bold</b> )	Remarks
51757.0002 <b>SCIONA</b>	76/635,306 Filed 04-07-2005	042	Biochemistry research services; biological development services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendation; biological research services; biotechnology research in the fields of nutrition and health care; biotechnology research; biotechnology testing; collection of data derived from clinical trials in the fields of genetics, nutrition, lifestyle and health care; compilation of scientific information in the fields of genetics, nutrition, lifestyle and healthcare; consultancy services relating to food; preparation of reports relating to scientific research; research relating to molecular sciences; genetics research; provision of research services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; and provision of scientific information, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations (08-31-2004)	Section 8 & 15 Affidavit of use due between <b>11-13-2012 &amp; 11-13-2013</b>	
51757.0002	3,335,694 Registered 11-13-2007	044	Advisory services, namely, advisory services relating to diet; advisory services relating to health; advisory services relating to nutrition; consultancy services relating to nutrition; counseling relating to nutrition; genetic testing, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; professional consultancy relating to health and professional consultancy relating to health care (08-31-2004)	Renewal due between <b>11-13-2016 &amp; 11-13-2017</b>	
<b>MYCELLF</b>	76/683,539 Filed 11-01-2007	010	Prepackaged, in-home, personal genetic analysis set for in-home use comprised of a blood sample collection tool, cheek swab, and/or saliva sample, container and envelope for obtaining and archiving a DNA specimen, all sold as a unit with a questionnaire detailing nutrition and lifestyle habits and instructions therefore, used to provide lifestyle recommendations based on an individual's nutritional and lifestyle information (07-01-2007)	Section 8 & 15 Affidavit of use due between <b>09-16-2013 &amp; 09-16-2014</b>	

Trademarks

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in bold)	Remarks
51757.0008	3,500,556 Registered 09-16-2008			Renewal due between 09-16-2017 & 09-16-2018	
<b>GENOSTIC RULES ENGINE</b>	77/470,228 Filed 05-09-2008	009	Computer program used to identify lifestyle recommendations based upon Individual genetic profile data and lifestyle questionnaire data		Published for Opposition 11-25- 2008
51757.0011					
<b>DNA BODYSYNC</b>	77/470,266 Filed 05-09-2008	010	Prepackaged, in-home, personal genetic analysis set for in-home use comprised of a blood sample collection tool, cheek swab, and/or saliva sample, container and envelope for obtaining and archiving a DNA specimen, all sold as a unit with a questionnaire detailing nutrition and lifestyle habits and instructions therefore, used to provide lifestyle recommendations based on an individual's nutritional and lifestyle information	Pending Publication	
51757.0012		016	Printed publications, namely, articles and newsletters on the topic of nutrition, fitness and lifestyle		
		044	Nutritional consulting services, weight management and fitness consulting services		

**Trademarks**

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in bold)	Remarks
<b>BODYSYNC</b>	77/470,278 Filed	005	Nutritional Supplements and meal replacement shakes	Pending Publication	
51757.0013	05-09-2008	010	Prepackaged, in-home, personal genetic analysis set for in-home use comprised of a blood sample collection tool, cheek swab, and/or saliva sample, container and envelope for obtaining and archiving a DNA specimen, all sold as a unit with a questionnaire detailing nutrition and lifestyle habits and instructions therefore, used to provide lifestyle recommendations based on an individual's nutritional and lifestyle information		
		016	Printed publications, namely, articles and newsletters on the topic of nutrition, fitness and lifestyle		
		044	Nutritional consulting services, weight management and fitness consulting services		

**Trademarks**

Mark H&H Reference	Reg. & Serial No.	Class	Goods/Services (date of first use)	Upcoming Action Item (Pending items in bold)	Remarks
<b>OPTIMAL HEALTH THROUGH GENETICS</b>	76/635,308 Filed 04-07-2005	044	Biochemistry research services; biological development services, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; biological research services; biotechnology research in the fields of nutrition and health care; biotechnology research; biotechnology testing; collection of data derived from clinical trials in the fields of genetics, nutrition, lifestyle and health care; compilation of scientific information in the fields of genetics, nutrition, lifestyle and health care; preparation of reports relating to scientific research; research relating to molecular sciences; genetic research; provision of research services; namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; and provision of scientific information, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations	ABANDONED 04-14-2007	Failure to file Statement of Use
51757.0007		042	Advisory services, namely, advisory services relating to diet; advisory services relating to health; advisory services relating to nutrition; consultancy services relating to nutrition; food nutrition consultation; counseling relating to nutrition; genetic testing, namely, human genetic profiling to establish nutrition and lifestyle analysis and recommendations; professional consultancy relating to health; and professional consultancy relating to health care		
<b>GENOSTIC RULES ENGINE</b>	76/635,329 Filed 04-07-2005	009	Computer program used to identify lifestyle recommendations based upon individual genetic profile data and lifestyle questionnaire data	ABANDONED 10-05-2007	Failure to file Statement of Use
51757.0003					

**EXHIBIT C**  
**BILL OF SALE**  
(See Attached)

## BILL OF SALE PRIVATE UCC SALE

THIS BILL OF SALE PRIVATE UCC SALE (the "Bill of Sale"), dated as of \_\_\_\_\_, 2009, is by and between SILICON VALLEY BANK, a State Chartered Bank ("Seller"), as authorized pursuant to Colorado Revised Statute § 4-9-617, on behalf of Sciona, Inc. a Delaware corporation (the "Debtor") and SYNTHESIS MARKETING & COMMUNICATIONS, INC., a California corporation ("Buyer").

### Recitals

A. Seller and Buyer are parties to that certain Secured Creditor Asset Purchase Agreement dated August 31, 2009 (the "Purchase Agreement"). Capitalized terms used in this Bill of Sale and defined in the Purchase Agreement shall have the meanings set forth in the Purchase Agreement unless otherwise defined herein.

B. Under the Purchase Agreement, Seller agreed to sell and Buyer agreed to buy the Transferred Assets, as more fully described in the Purchase Agreement (the "Assets").

C. Seller has exercised its post-default remedies with respect to the Assets and has noticed the sale of the Assets to Buyer by private UCC sale in accordance with C.R.S. § 4-9-610 of the Uniform Commercial Code (the "UCC Foreclosure Sale").

D. In accordance with C.R.S. § 4-9-617, Seller and Buyer now desire to confirm the conveyance of all of Debtor's rights, title and interest in and to the Assets to Buyer as a result of the UCC Foreclosure Sale.

### Agreements

NOW THEREFORE, for Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, for itself and for and on behalf of Debtor, hereby sells, conveys, transfers and assigns unto Buyer, its successors and assigns, all of Debtor's interest in the Assets.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE ASSETS; THE CONDITION, DESIGN, OR QUALITY OF THE ASSETS; THE FITNESS OF THE ASSETS FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE ASSETS; COMPLIANCE OF THE ASSETS WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE ASSETS OR THE CONFORMITY OF THE ASSETS TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE ASSETS; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE ASSETS.



SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE ASSETS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE ASSETS OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE ASSETS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE ASSETS.

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. BUYER PURCHASES THE ASSETS "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Assets subject to the terms of this Bill of Sale, and subject to the terms, conditions, and warranties contained in the Purchase Agreement.

Buyer agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Assets or as a result of the ownership or sale of the Assets. Buyer hereby agrees to hold Seller harmless from and against any and all taxes that are now existing or are hereafter incurred, assessed or imposed on the Assets or as a result of the ownership of the Assets.

SELLER:

**SILICON VALLEY BANK**, a State  
Chartered Bank  
Pursuant to § 9-617  
For itself and for and on behalf of Sciona, Inc.  
a Delaware corporation

BUYER:

**SYNTHESIS MARKETING &  
COMMUNICATIONS, INC.**, a California  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE ASSETS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE ASSETS OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE ASSETS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE ASSETS.

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. BUYER PURCHASES THE ASSETS "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Assets subject to the terms of this Bill of Sale, and subject to the terms, conditions, and warranties contained in the Purchase Agreement.

Buyer agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Assets or as a result of the ownership or sale of the Assets. Buyer hereby agrees to hold Seller harmless from and against any and all taxes that are now existing or are hereafter incurred, assessed or imposed on the Assets or as a result of the ownership of the Assets.

SELLER:

BUYER:

**SILICON VALLEY BANK**, a State  
Chartered Bank  
Pursuant to § 9-617  
For itself and for and on behalf of Sciona, Inc.  
a Delaware corporation

**BODY SYNC, INC.**, a Nevada corporation

By:   
Name: Shetta Colson  
Title: Advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE ASSETS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE ASSETS OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE ASSETS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE ASSETS.

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Assets nor whether all of the Assets are in existence or operational. BUYER PURCHASES THE ASSETS "AS IS" AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Assets subject to the terms of this Bill of Sale, and subject to the terms, conditions, and warranties contained in the Purchase Agreement.

Buyer agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Assets or as a result of the ownership or sale of the Assets. Buyer hereby agrees to hold Seller harmless from and against any and all taxes that are now existing or are hereafter incurred, assessed or imposed on the Assets or as a result of the ownership of the Assets.

SELLER:

SILICON VALLEY BANK, a State  
Chartered Bank  
Pursuant to § 9-617  
For itself and for and on behalf of Sciona, Inc.  
a Delaware corporation.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

SYNTHESIS MARKETING &  
COMMUNICATIONS, INC., a California  
corporation

By: Patricia E. Kennedy  
Name: Patricia E. Kennedy  
Title: President

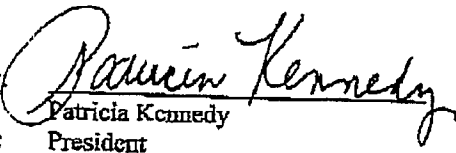
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

By this Assignment and Assumption Agreement ("Agreement") Synthesis Marketing & Communications, Inc., a California Corporation ("Synthesis"), hereby transfers and assigns to Body Sync, Inc., a Nevada Corporation ("BodySync"), all of Synthesis' rights, title and interest related to and arising from the Secured Creditor Asset Purchase Agreement, dated August 31, 2009, by and between Synthesis, as purchaser, and Silicon Valley Bank, a state chartered bank, as seller (the "Asset Purchase Agreement").

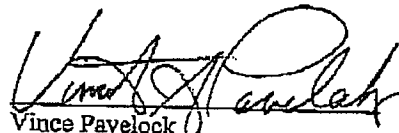
BodySync hereby assumes all obligations and liabilities of Synthesis under the Asset Purchase Agreement.

Dated: September 18, 2009

SYNTHESIS MARKETING & COMMUNICATIONS, INC.

By:   
Patricia Kennedy  
Its: President

BODY SYNC, INC.

By:   
Vince Pavelock  
Its: President