

**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>
HEALTHYLEGS.COM	FORMERLY Group Hug Productions, Inc.	06/24/2009	PARTNERSHIP: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN MEDICAL SERVICES, INC.		
<b>Doing Business As:</b>	DBA ALEVA HEALTH		
<b>Street Address:</b>	1827 Northfield Drive		
<b>City:</b>	Rochester Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48309		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2838131	HEALTHY LEGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)997-5349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-525-8009		
<b>Email:</b>	uspto@tm4smallbiz.com		
<b>Correspondent Name:</b>	Erik M. Pelton		
<b>Address Line 1:</b>	PO Box 100637		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22210		
<b>NAME OF SUBMITTER:</b>	Erik M. Pelton, Attorney		
<b>Signature:</b>	/ErikMPelton/		
<b>Date:</b>	07/14/2010		

OP \$40.00 2838131

**Total Attachments: 3**

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FINAL DRAFT - SIGNED & NOTARIZED

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, is made this 24<sup>th</sup> day of June, 2009, by and among HEALTHYLEGS.COM, a Partnership organized under the laws of the State of Oregon (hereinafter known as "Seller") and ALEVA HEALTH, a Corporation organized under the laws of the State of Michigan (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

### BACKGROUND

WHEREAS, Seller desires to sell various assets, known herein as the "Acquired Assets", under the terms and conditions set forth below;

WHEREAS, Buyer desires to purchase the assets offered for sale by Seller under the terms and conditions set forth below; and

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

#### A. Description of the Assets.

1. Acquired Assets. As used in this agreement, the term "Acquired Assets" shall mean the assets of the Seller listed upon Attachment #1 to this agreement which is fully incorporated herein by reference.
2. Exclusion of other assets of Seller. No assets of Seller other than the Acquired Assets are being purchased by Buyer pursuant to this agreement and, therefore, under this agreement Buyer acquires no ownership in any assets of Seller other than those known herein as the Acquired Assets.

#### B. Consideration.

1. Purchase Price. The total purchase price (including the value of any liabilities or debts of Seller assumed by Buyer under this agreement) to be paid by Buyer to Seller for the Acquired Assets is \$466,000 (hereinafter "Purchase Price"). The Purchase Price consists of a cash payment in the amount of \$32,000. An initial down payment of \$16,000 to be made on or before the execution of this agreement. The second down payment of \$16,000 to be made with the first contract payment on August 1<sup>st</sup>, 2009 and liabilities of Seller to be assumed by Buyer in the amount of \$434,000 (hereinafter "Assumed Liabilities". All per payment schedule found in attachment #2.

- C. Assumed Liabilities. As part of this asset purchase agreement, Buyer hereby assumes the liabilities of Buyer in the amounts and as described upon Attachment #3 hereto which is incorporated into this agreement by reference.

Buyer shall not assume nor have any responsibility with respect to any obligation or debt of Seller.

#### D. Representations and Warranties.

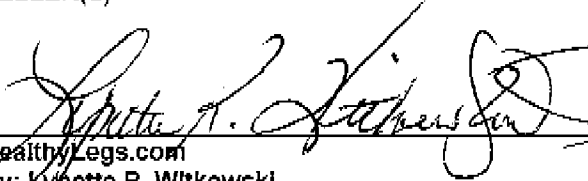
TRADEMARK

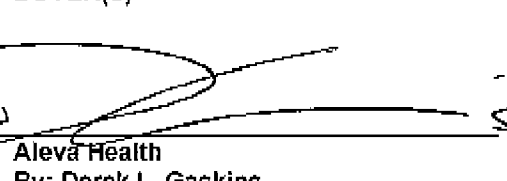
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IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing,  
Seller and Buyer affix their signatures hereto.

SELLER(S)

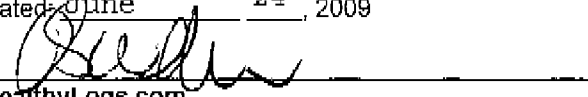
BUYER(S)





HealthyLegs.com  
By: Lynette R. Witkowski  
Title: President  
Dated: June 24, 2009

Aleva Health  
By: Derek L. Gaskins  
Title: Vice President

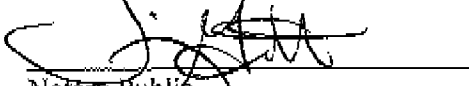
  
HealthyLegs.com  
By: Arthur S. Witkowski  
Title: Vice President  
Dated: June 24, 2009

Dated: June 24, 2009

STATE OF Michigan )  
 ) SS.  
COUNTY OF Oakland )

I, the undersigned, a Notary Public authorized to administer oaths in the State of Michigan, certifies that the above-name signatories to this contract, having appeared before me and having been first duly sworn, then declared to me that they willingly signed and executed this contract and that they executed such instrument as their free and voluntary act for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of June, 2009.

  
Notary Public  
Jimmy Gilbert

My Commission Expires: 2/27/2014

JIMMY GILBERT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 27, 2014  
ACTING IN COUNTY OF OAKLAND

**Attachment #1**

**ASSETS**

HealthyLegs.com		Includes domain name, SEO historical value since 06/1998 Healthy Legs trademark Amazon WebStore platform All customer transactions in SE Database from 02/12/05 All customer data AND transactions from the Healthy Legs SE database
Newsletter/email list	33,884	All opt-in verified through constant contact - Includes 10,728 Jobst customers
Healthy Legs Forum		Includes domain <a href="http://supportstockings.com/">http://supportstockings.com/</a> pHpBB Platform
Healthy Legs Blog		Leg Health News™ from Healthy Legs <a href="http://healthylegs-leghealth.blogspot.com/">http://healthylegs-leghealth.blogspot.com/</a>
Leghealth.com		Amazon WebStore platform

**Domain Names**

	<b>Expiration Date</b>
BASKETBALLSOCKS.COM	2/25/2010
HEALTHYANKLES.COM	4/14/2010
HEALTHY-KNEES.COM	4/14/2010
HEALTHYLEG.COM	2/20/2010
HEALTHY-LEG.COM	2/20/2010
healthylegs.biz	11/18/2009
healthylegs.com	8/16/2016
healthy-legs.com	9/9/2009
HEALTHYLEGS.INFO	10/4/2009
healthy-legs.info	8/13/2009
HEALTHYLEGS.ORG	3/13/2010
healthy-legs.org	8/13/2009
HEALTHYLOWERBACKS.COM	4/14/2010