

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Ideavillage Products Corp.		07/12/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthpoint, Ltd.		
<b>Street Address:</b>	318 McCullough		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78215		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77742778	GERM GENIE	
<b>Serial Number:</b>	77773680	GERM GENIE	
<b>Serial Number:</b>	77786820	GERM GENIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)457-8008		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512-457-8000		
<b>Email:</b>	cheusmann@dbcllp.com		
<b>Correspondent Name:</b>	Coti Heusmann		
<b>Address Line 1:</b>	700 Lavaca St.		
<b>Address Line 2:</b>	Suite 1300		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	2386-8		
<b>NAME OF SUBMITTER:</b>	Coti Heusmann		

OP \$90.00 77742778

**900168653**

**TRADEMARK**  
**REEL: 004254 FRAME: 0750**

Signature:	/Coti Heusmann/
Date:	08/04/2010
<b>Total Attachments: 4</b> source=Ideavillage Products Corp. & HP - Trademark and Intellectual Property Assignment 7-12-10#page1.tif source=Ideavillage Products Corp. & HP - Trademark and Intellectual Property Assignment 7-12-10#page2.tif source=Ideavillage Products Corp. & HP - Trademark and Intellectual Property Assignment 7-12-10#page3.tif source=Ideavillage Products Corp. & HP - Trademark and Intellectual Property Assignment 7-12-10#page4.tif	

**TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment is effective as of the 12 day of July, 2010, by and between Ideavillage Products Corp., a New Jersey corporation, with a principal place of business at 155 Route 46 West, 4<sup>th</sup> Floor, Wayne, New Jersey 07470 (the "Assignor") and Healthpoint, Ltd., a Texas limited partnership, with a principal place of business at 318 McCullough, San Antonio, TX 78215 (the "Assignee").

**WITNESSETH:**

WHEREAS, the Assignor is the owner of any and all rights associated with all the mark GERM GENIE, and accompanying U.S. Trademark Application Nos. 77/742,778; 77/773,680 and 77/786,820 (collectively referred to as the "Mark"), including, without limitation, any and all common law rights derived through the Assignor's use of the Mark, rights associated with any state or federal applications to register the Mark, and any copyrights, trade dress rights, and other intellectual property rights acquired by the Assignor through the Assignor's use of the Mark; and

WHEREAS, the Assignee desires to acquire all right, title and interest, and any and all good will associated therewith, in the Mark.

NOW, THEREFORE, for the sum of thirteen thousand dollars (\$13,000) payable to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the Mark, including, without limitation:

the common law trademark rights associated with the Mark, any and all state trademark applications associated with the Mark, any and all United States trademark applications associated with the Mark, and any foreign trademark rights associated with the Mark, including the goodwill embodied with the Mark, any and all stylized and typed versions of the Mark, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof; and

any and all domain names owned or controlled by the Assignor that include the Mark or similar formatives thereof.

Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor to record the Assignee as the owner of the Mark and to issue all registrations for the Mark, to be in the name of the Assignee, as the Assignee of the Mark, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

Assignor hereby represents, warrants and covenants to Assignee as follows:

- a. Assignor is the owner of record of the Mark and has the right to assign the Mark to Assignee;
- b. There have been no licenses issued or assignments made by, through or under Assignor to the Mark to any individual, company or entity;
- c. Assignor has not sold, transferred, assigned, pledged, licensed or encumbered any of the rights it has or may have had in or to the Mark;

- d. To the best of the Assignor's knowledge or belief, there exists no adverse claims, liens or causes of action filed against or by Assignor with respect to the Mark;
- e. Assignor shall not attempt to register or to use, or to aid any third-party in attempting to register or to use, any trademark that is the same as, similar to, or likely to cause confusion with, the Mark; and
- f. Assignor shall not challenge or deny the validity of the Mark, or the Assignee's ownership of the Mark.

Assignor hereby grants to Assignee a power of attorney, irrevocable and coupled with an interest, to execute for Assignee and in Assignee's name, all documents and instruments necessary or desirable to effectuate the intents and purpose of this Assignment and to accomplish, evidence and perfect the rights granted to Assignee under this Assignment, including, but not limited to, any documents reasonably required to vest title of any trademark or trademark application in Assignee and to apply for and obtain all registrations of trademarks in and to the Mark, and Assignor hereby authorizes Assignee to file the Power of Attorney attached as Exhibit A with the Commissioner of Trademarks of the United States and any similar official of any country or countries foreign to the United States.

*[Signature page follows.]*

EXECUTED as of the date first written above

ASSIGNOR:  
IDEAVILLAGE PRODUCTS CORP.

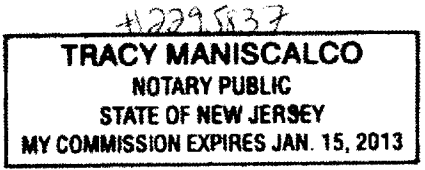
By: [Signature]  
Name: Anand Khubani  
Title: President

STATE OF NJ )  
 ) ss.  
County of \_\_\_\_\_ )

On this 12th day of July, 2010, before me, a notary public in and for said county, appeared Anand Khubani, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(Seal) [Signature] 7/12/10  
Notary Public

My commission expires:  
1/15/13



ASSIGNEE:  
HEALTHPOINT, LTD.

By: [Signature]  
Name: Kimberly D. Stevens  
Title: VP - Consumer Marketing

STATE OF Texas )  
 ) ss.  
County of Tarrant )

On this 28 day of July, 2010, before me, a notary public in and for said county, appeared Kimberly Stevens, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(Seal) [Signature]  
Notary Public

My commission expires:  
12-4-2010

