

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
Mr. David Wheeler		05/01/2012	INDIVIDUAL: UNITED STATES
Ms. Nora Kosztolanyi		05/01/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Total Life Changes, LLC		
Street Address:	9453 Marine City Highway		
City:	Ira		
State/Country:	MICHIGAN		
Postal Code:	48023		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3271114	IASO	
CORRESPONDENCE DATA			
Fax Number:	2482922910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 292-2920		
Email:	jeff@patentco.com		
Correspondent Name:	Jeffrey P. Thennisch		
Address Line 1:	29 West Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	1664-003		
NAME OF SUBMITTER:	Jeffrey P. Thennisch		
Signature:	/Jeffrey P. Thennisch/		

CH \$40.00 3271114

Date:

05/17/2012

Total Attachments: 4

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AGREEMENT AND ASSIGNMENT

THIS AGREEMENT, effective as of date of execution below, is made by and between Total Life Changes, LLC, a Michigan limited liability company, having a principal place of business at 9453 Marine City highway in Ira, Michigan 48023, (hereinafter referred to as "TLC" OR "Party"), and DAVID WHEELER and NORA KOSZTOLANYI, each having an address of record at 8196 Hall Boulevard, Suite 108 in Beaverton, Oregon 97008 (hereinafter referred to as "WHEELER et al." or "Party") and wherein TLC and WHEELER et al. are collectively referred to as "the Parties";

WHEREAS, WHEELER et al. is the sole owner of all right, title and interest in and to the trademark IASO and the United States Patent & Trademark Office Registration No. 3,271,114 set forth in Schedule A (hereinafter, the "Mark");

WHEREAS, WHEELER et al. wishes to assign, and TLC wishes to acquire, all right, title and interest in and to the Mark; and

WHEREAS, certain disputes exist between WHEELER et al. and TLC, and the Parties wish to finally resolve those disputes with no admission of wrongdoing on the part of any of the Parties;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed by and between the Parties hereto as follows:

1. ASSIGNMENT

In exchange for good and valuable consideration acknowledged by the Parties and the further amount of [REDACTED] may be required in some legal jurisdictions to recognize this document, WHEELER et al. hereby sells, assigns and transfers to TLC all of its right, title and interest, in the United States, in and to the Mark, together with the goodwill of the business associated with and symbolized by the Mark and WHEELER et al.'s entire inventory of IASO labels.

2. EXPENSES AND MAINTENANCE

Respecting the Mark, TLC shall be responsible for any costs, expenses or fees necessary to maintain or continue to maintain the Mark before the U.S. Patent & Trademark Office incurred after the date of execution of this Agreement.

3. RELEASE

TLC, for itself and its successors, hereby fully and forever releases and discharges WHEELER et al. from any and all claims relating to the petition to cancel the Registration of the MARK in Cancellation No. 92055351 filed with the U.S. Patent and Trademark Office and the related action for a Declaratory Judgment filed in the E.D. of MI and having Case Number 2:12-cv-11202-DPH-LJM and any other claims related to WHEELER et al.'s use of the Mark. This full

and final release provision is not and shall not be construed as an admission of liability by any person for any purpose.

4. WARRANTIES

4.1 WHEELER et al. warrants that it has the right to assign the rights and goodwill of the MARK.

4.2 WHEELER et al. warrants that it has not transferred any security interest in the MARK, and there are no other liens or encumbrances affecting the MARK and that title to the MARK is otherwise free and clear of any claims by others.

4.3 WHEELER et al. warrants that it is unaware and has no reason to be aware of any third party proprietary rights that would be infringed by the use of the MARK for the goods identified therein in International Class 030 for Beverages Made of Tea; Tea-Based Beverages With Fruit Flavoring; Herb Tea, and that there have been no claims made or rights raised by any third party.

4.4 TLC shall not be limited in any way with regard to seeking legal action for breach of any of the foregoing warranties.

5. COSTS AND FEES OF THE PARTIES

Each Party shall bear its own costs and fees in connection with this Agreement and the disputes described herein.

6. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

7. WAIVER

Any waiver of a breach by either Party shall not be waiver of any subsequent breach.

8. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Michigan without regard to the choice of law rules thereof.

9. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both Parties.

10. AUTHORIZATION

10.1 All Parties represent and warrant that they have the requisite corporate power and authority to enter into and perform this Agreement. The execution, delivery, and performance of this Agreement have been duly and validly authorized by all necessary corporate action, and no

further consent or authorization of either Party, or their respective boards of directors or stockholders, or any other entity, is required.

10.2 All Parties further represent and warrant that execution of this Agreement does not conflict with obligations, contractual or otherwise, of such Party. All Parties further represent and warrant that such Party has full legal right and authority to release the claims released by this Agreement, and that, as of the date of this Agreement, each Party is the sole and lawful owner of all right, title, and interest in its respective claims released by this Agreement, and that it has not assigned or otherwise transferred any right, title, or interest in any such claim.

11. COMPLETE AGREEMENT

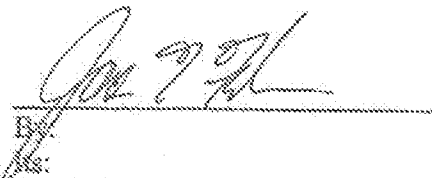
This Agreement constitutes the entire agreement of the Parties with respect to the subject matter described in this Agreement and shall supersede all previous and contemporaneous negotiations, commitments or writings regarding such subject matter.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter hereof. No charge or addition to this Agreement shall have effect unless in writing and signed by the Party or Parties to be bound.

12.2 The Parties agree that they understand the terms of this Agreement, the full and final nature of the settlement of the disputes between the Parties, and accept the terms of this Agreement. Each Party has discussed the terms of this Agreement with their attorney and each attorney recommends the Agreement to their client.

TOTAL LIFE CHANGES, LLC

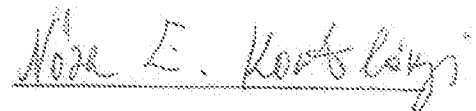

By: _____

Dated this May ____, 2012

DAVID WHEELER

Dated this May ____, 2012

NORA KOSZTOLANYI



Dated this May 1, 2012

10.2 All Parties further represent and warrant that execution of this Agreement does not conflict with obligations, contractual or otherwise, of such Party. All Parties further represent and warrant that such Party has full legal right and authority to release the claims released by this Agreement, and that, as of the date of this Agreement, each Party is the sole and lawful owner of all right, title, and interest in its respective claims released by this Agreement, and that it has not assigned or otherwise transferred any right, title, or interest in any such claim.

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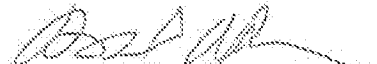
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TOTAL LIFE CHANGES, LLC

By: Jack Fallon
Title:
Date:



By: David Wheeler
Date: May 1, 2012

By: Nora Kosztolanyi
Date: