

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
BETTER LIFE MEDIA, INC.		02/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	R&L Publishing, Ltd.		
Street Address:	200 Swisher Road		
City:	Lake Dallas		
State/Country:	TEXAS		
Postal Code:	75065		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3084777	BETTER LIFE MEDIA	
Registration Number:	3230816	BETTER LIFE COACH	
Registration Number:	3230817	BETTER LIFE COACHES	
Registration Number:	3230818	BETTER LIFE ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	2142105941		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-210-5940		
Email:	docket@grspc.com		
Correspondent Name:	Schultz & Associates, P.C.		
Address Line 1:	5400 LBJ Freeway		
Address Line 2:	Suite 1200		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	69213.0200-203		

NAME OF SUBMITTER:	George R. Schultz
Signature:	/george r. schultz/
Date:	12/13/2013
<p>Total Attachments: 28</p> <p>source=Joint Consent#page1.tif source=Joint Consent#page2.tif source=Joint Consent#page3.tif source=Joint Consent#page4.tif source=Joint Consent#page5.tif source=Joint Consent#page6.tif source=Joint Consent#page7.tif source=Joint Consent#page8.tif source=Joint Consent#page9.tif source=Joint Consent#page10.tif source=Joint Consent#page11.tif source=Joint Consent#page12.tif source=Joint Consent#page13.tif source=Joint Consent#page14.tif source=Joint Consent#page15.tif source=Joint Consent#page16.tif source=Joint Consent#page17.tif source=Joint Consent#page18.tif source=Joint Consent#page19.tif source=Joint Consent#page20.tif source=Joint Consent#page21.tif source=Joint Consent#page22.tif source=Joint Consent#page23.tif source=Joint Consent#page24.tif source=Joint Consent#page25.tif source=Joint Consent#page26.tif source=Joint Consent#page27.tif source=Joint Consent#page28.tif</p>	

**JOINT CONSENT OF
MEMBERS AND MANAGER
OF
UPLIFT MEDIA I, LLC
IN LIEU OF MEETING**

February 11, 2008

The undersigned, being the sole manager and majority of members of Uplift Media I, LLC, a Delaware limited liability company (the "Company"), by this written consent, pursuant to applicable law and the Operating Agreement of the Company, hereby adopt the following resolutions:

RECITALS

The Company deems it to be in its best interest to sell its assets related to the personal development business (referred to as the BLM assets) to R&L Publishing, Ltd. for \$655,000 cash, and to use the majority of the proceeds to pay off the outstanding loan to Better Life Media, Inc.

1. Asset Purchase Agreement.

RESOLVED, the Asset Purchase Agreement among the Company, Uplift Media II, LLC and R&L Publishing, Ltd., in the form attached as Exhibit A, is hereby approved. The officers of the Company are authorized to execute and deliver the Asset Purchase Agreement, and upon satisfaction of the conditions to closing therein, including tender of the purchase price, the officers of the Company are authorized to execute and deliver appropriate documentation assigning the BLM assets to R&L Publishing.

2. Use of Proceeds

RESOLVED, the officers of the Company are authorized and directed to use part of the proceeds from the sale of the BLM assets to pay off outstanding amounts due various creditors and to pay off the outstanding amounts on the promissory note to Better Life Media, Inc., dated September 16, 2005 as amended March 17, 2007.

3. Approval of Uplift Media II, LLC

RESOLVED, the manager of the Company is authorized to approve substantially similar resolutions as these on behalf of Uplift Media II, LLC.

4. General

RESOLVED FURTHER, that the manager and the officers of the Company are hereby severally authorized and empowered in the name and on behalf of the Company to do or cause to be done any and all additional acts and things as in the judgment of the

officer taking the action, may be necessary, appropriate, or advisable to carry out the purposes and intent of the foregoing resolutions; and

FINALLY RESOLVED, that any actions taken by any of the officers of the Company prior to the adoption of these resolutions that are within the authority conferred in the foregoing resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

(Signature page follows.)

**SIGNATURE PAGE OF JOINT CONSENT OF
MEMBERS AND MANAGER OF UPLIFT MEDIA I, LLC
IN LIEU OF MEETING**

This Consent is dated effective as of the date first written above, and may be executed in counterparts and delivered by facsimile or pdf email.

BETTER LIFE MEDIA, INC. (as a
Member)

By: _____
Name: _____
Title: _____

UPLIFT MEDIA I, LLC

By: Lythcott & Company, its Managing
Member

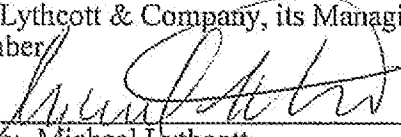
By: 
Name: Michael Lythcott
Title: Managing Member

EXHIBIT A

Asset Purchase Agreement

(See attached)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 15 day of February, 2008, by and among Uplift Media I, LLC, a Delaware limited liability company ("**UMI**"), and Uplift Media II, LLC, a Delaware limited liability company (each, a "**Seller**", and collectively, the "**Sellers**"), and R & L Publishing, Ltd., a Texas limited partnership ("**Purchaser**").

WHEREAS, Sellers are engaged in the business of developing, producing and distributing media and marketing materials, including CDs and DVDs, related to the personal development industries (the "**Business**"). For avoidance of doubt, the Business does not encompass UMI's action sports video business or its relationships and contracts with Montel Williams and his companies.

WHEREAS, Sellers desire to sell to Purchaser and Purchaser wishes to purchase from Sellers, substantially all of the assets, properties, rights and claims of Sellers relating to the Business, upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

Purchase and Sale of the Assets

1.1 Purchased Assets. At the Closing (as defined in Section 3.1 below) Sellers shall sell, convey, transfer, assign and deliver to Purchaser and Purchaser shall purchase from Sellers, free and clear of all liens, mortgages, pledges, security interests, claims for unpaid royalties, assessments, restrictions, encumbrances, product return liabilities and charges of every kind including sales and any other taxes (collectively, "**Liens**"), on the terms and subject to the conditions set forth in this Agreement, all of the video properties owned by the Business, including but not limited to, those described on Schedule 1.1.1; these assets shall include all raw footage, masters and various produced formats (e.g. web movie clips); all of the customer lists/data bases and Ezine customer lists/data bases of the Business; all of the URL's, Websites and content and the online store and all related telephone numbers owned by the Business, including but not limited to those items described on Schedule 1.1.1; all related product inventory as described on Schedule 1.1.2 and the video stage set (collectively, the "**Purchased Assets**"). In addition, Sellers hereby assign to Purchaser all of their rights, title and interests in, to and under: (i) the talent/content contracts, including but not limited to, those described on Schedule 1.1.3; and (ii) the distribution agreements described on Schedule 1.1.4 (collectively, the "**Purchased Contracts**").

ARTICLE II

Purchase Price

2.1 Purchase Price. In consideration for the Purchased Assets and Purchased Contracts, Purchaser shall deliver to Sellers the amount of Six Hundred Fifty Five Thousand Dollars (\$655,000) (the "**Purchase Price**") and assume the liabilities set forth in Section 2.3 below. The Purchase Price shall be paid as follows: (i) Five Hundred Thousand Dollars (\$500,000) shall be payable at Closing

(as defined below); and (ii) the remaining One Hundred and Fifty Five Thousand Dollars (\$155,000) shall be paid by Purchaser immediately upon receiving from Sellers the Video Masters and inventory included in the Purchased Assets. The Purchase Price shall be paid by wire transfer to the accounts designated by Sellers as set forth on Schedule 2.1A. Sellers shall allocate the Purchase Price between themselves; it being acknowledged and agreed that Sellers, jointly and severally, hereby agree to indemnify and hold Purchaser harmless from and against any and all liability, loss, cost, damage and/or expense (including, without limitation, reasonable attorneys' fees and costs) with respect to such allocation and/or any distributions of the Purchase Price. The Purchased Assets do not include the Excluded Assets set forth on Schedule 2.1B.

2.2 Limited License. Purchaser grants to Sellers a limited, royalty-free license, for a period of Three Hundred and Sixty-Five (365) days after the Closing, to sell the existing inventory (as of February 14, 2008) of the Purchased Assets contained on the products *Dollars & Sense*, *Building Healthy Family*, *Better Sex & Relations* and *Montel Living Well 7 Disc Set* provided that such inventory is sold only as a direct response with a minimum SRP of \$29.95 each or as a premium bundled with other products. Sellers will retain all revenue derived from such sales. Any of such inventory remaining after 365 days (not sold) will be destroyed by Sellers. Sellers will be responsible for the payment of any talent royalties related to the sale of these products.

2.3 Assumed Liabilities and Indemnification. Purchaser will assume only Sellers' obligations and liabilities arising after the Effective Time under the Purchased Contracts (except to the extent any of such Purchased Contract are Non-Assignable Rights (as defined in Schedule 2.1(b)) and obligations and liabilities related to Purchaser's ownership of the Purchased Assets and operation of the Business after the Effective Time (the "**Assumed Liabilities**"). Sellers will indemnify and hold harmless buyer from any suits, liabilities and obligations of the Business and the Purchased Assets relating to the period prior to the Effective Time, including, without limitation the liabilities and obligations set forth in Schedule 4.1.3 attached hereto and the matters set forth in Schedule 4.1.6 attached hereto.

2.4 Non-Assignable Rights. Purchaser shall cooperate with Seller in obtaining any third party consents required to transfer the Purchased Assets to Purchaser, including the provision of such information of Purchaser as may be reasonably requested by such third parties in the context of their review of requests for consent. In the event of any Non-Assignable Right, Sellers will follow the reasonable directions of Buyer in order to provide Purchaser with the benefits under any Non-Assignable Right as if such Non-Assignable Right was included in the Purchased Assets.

ARTICLE III

Closing; Closing Conditions; and Covenants

3.1 Time and Place of the Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Purchaser, 200 Swisher Road, Lake Dallas, Texas, on February 15, 2008 (the "**Closing Date**"). The Closing shall be deemed to have occurred at 12:01 a.m. on the Closing Date (the "**Effective Time**").

3.2 Other Obligations of Sellers. Sellers hereby agree as follows:

3.2.1 Sellers agree to pay all content provider royalties in respect of the Business due and payable as of the Effective Time.

3.2.2 Sellers agree that any product returned from customers after the Effective Time will be destroyed; it being agreed and understood that under no circumstances will any such returned products be sold.

3.2.3 Effective as of the Effective Time, Sellers will terminate all the distribution agreements associated with the Business, except those listed on Schedule 1.1.3. Sellers agree that any cash they receive from sales of Purchased Assets or any derivative thereof that occurred after the Effective Time will be promptly remitted to Purchaser.

3.3 Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser the following:

3.3.1 the Purchased Assets;

3.3.2 a release of the Purchased Assets from each Security Agreement identified on Schedule 4.1.3 attached hereto, each of which releases shall be in form and substance reasonably satisfactory to Purchaser;

3.3.3 a Assignment, Assumption and Bill of Sale, in substantially the form of Exhibit A, attached hereto, executed by Sellers;

3.3.4 for each Seller, a certificate from the Secretary of State of Delaware, providing that such Seller is in existence and in good standing in the State of Delaware; and

3.3.5 for each Seller, a copy of the resolutions of such Seller's managers and members, approving the transactions contemplated by this Agreement on behalf of such Seller.

ARTICLE IV

Representations and Warranties

4.1 Representations and Warranties of Sellers. Sellers, jointly and severally, hereby represent and warrant as follows:

4.1.1 Organization, Power and Authority. Each Seller is duly organized, validly existing and in good standing under the laws of the State of its formation, and has all requisite organizational power and authority to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations hereunder and thereunder.

4.1.2 Due Authorization; Binding Obligation; No Conflicts. The execution, delivery and performance of this Agreement by Sellers and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary organizational action of each Seller. This Agreement has been duly executed and delivered by such Seller and is a valid and binding obligation of such Seller, enforceable in accordance with its terms. Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated

thereby will: (i) contravene any provision of the constituent documents of Sellers; or (ii) violate or conflict with any federal, state or local law, statute, ordinance, rule, regulation or any decree, writ, injunction, judgment or order of any court or administrative or other governmental body or of any arbitration award which is either applicable to, binding upon or enforceable against Sellers.

4.1.3 Ownership of Purchased Assets. Sellers are the sole owner of the Purchased Assets and own the Purchased Assets free and clear of all Liens, except as set forth on Schedule 4.1.3.

4.1.4 Proprietary Rights. (i) Sellers owns all right, title and interest in and to all of the proprietary rights owned by Sellers and included in the Purchased Assets (the "**Purchased Proprietary Rights**"); (ii) Sellers have not received notice of any claim by any third party asserting the invalidity, abuse, misuse, or unenforceability of any of the Purchased Proprietary Rights, and to Sellers' knowledge there are no grounds for the same; (iii) as to the Purchased Proprietary Rights, Sellers have not received a notice of conflict with the asserted rights of others within the last five years; and (iv) to Sellers' knowledge, the conduct of the Business has not infringed any proprietary rights of others.

4.1.5 Status of Purchased Contracts. (i) No Purchased Contract has, to Sellers' knowledge, been breached or canceled by the other party and Sellers have no knowledge of any anticipated breach by any other party to any Purchased Contract, and (ii) Sellers have performed all the obligations required to be performed by them as of the date hereof in connection with the Purchased Contracts and is not in default under or in breach of any Purchased Contract, and to Sellers' knowledge no event has occurred which with the passage of time or the giving of notice or both would result in a default or breach thereunder.

4.1.6 Litigation. Except as set forth on Schedule 4.1.6, there are no actions, suits, claims, governmental investigations or arbitration proceedings pending or, to Sellers' knowledge, threatened against either Seller or any of the Purchased Assets, or which question the validity or enforceability of this Agreement or any action contemplated by this Agreement. There are no outstanding unsatisfied orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which either Seller is or was a party or which apply to any of the Purchased Assets.

4.1.7 Compliance with Laws. Sellers are in compliance with all laws, regulations and orders applicable to the Business. Sellers have not been notified of any asserted past or present failure to comply with any laws which failure to comply could reasonably be expected to have a material adverse effect on Sellers or the Purchased Assets and, to Sellers' knowledge, no proceeding with respect to any such violation is pending.

4.1.8 Non-Contravention. The execution, delivery and performance by Sellers of this Agreement do not and will not contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Sellers.

4.1.9 Finder's Fee. Sellers have not incurred any obligation for any finder's, broker's or agent's fee in connection with the transactions contemplated hereby.

4.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants as follows:

4.2.1 Organization, Power and Authority. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of its formation, and has all requisite organizational power and authority to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations hereunder and thereunder.

4.2.2 Due Authorization; Binding Obligation; No Conflicts. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary organizational action of Purchaser. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser, enforceable in accordance with its terms. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated thereby will: (i) contravene any provision of the constituent documents of Purchaser; (ii) violate or conflict with any federal, state or local law, statute, ordinance, rule, regulation or any decree, writ, injunction, judgment or order of any court or administrative or other governmental body or of any arbitration award which is either applicable to, binding upon or enforceable against Purchaser; or (iii) conflict with, result in any breach of or default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under any contract, agreement, lease, license or other instrument which is either binding upon or enforceable against Purchaser.

ARTICLE V

Miscellaneous

5.1 Entire Agreement. This Agreement, including the Schedules and Exhibits attached hereto, and all other documents delivered at the Closing in connection with the transactions contemplated herein, contains the entire agreement of the parties hereto with respect to the purchase of the Purchased Assets, and supersedes all prior understandings and agreements (oral or written) of the parties with respect to the subject matter hereof.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles.

5.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the greatest extent possible.

5.4 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated by it will be paid by the party incurring the same.

5.5 Execution in Counterpart. This Agreement may be executed in any number of counterparts and delivered by facsimile or pdf email, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(signature page follows)


[Signature Page to Asset Purchase Agreement]

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

UPLIFT MEDIA I, LLC

By: Uplift Media I Partners, LLC, its
Manager

By: Lythcott & Company, its Managing
Member

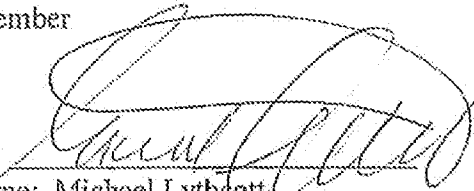
By: 
Name: Michael Lythcott

Title: *Managing Member*

UPLIFT MEDIA II, LLC

By: Uplift Media I Partners, LLC, its
Manager

By: Lythcott & Company, its Managing
Member

By: 
Name: Michael Lythcott

Title: *Managing Member*

R & L PUBLISHING, LTD.

By: _____
Stuart Johnson, [add title]

SCHEDULE 1.1

Video Properties

	<u>Name</u>	<u>Title</u>
1	David Batstone	<i>Saving the Corporate Soul</i>
2	Les Brown	<i>Step Into Your Greatness</i>
3	Jack Canfield	<i>The Success Principles</i>
4	Dr. Ann Corwin	<i>The Child Connection</i>
5	Stephen Covey	<i>The 8th Habit</i>
6	Gary Coxe	<i>Going Beyond Positive Thinking</i>
7	Hale Dwoskin	<i>Letting Go, The Sedona Method</i>
8	Keith Ferrazzi	<i>Never Eat Alone</i>
9	Dr. Lois Frankel	<i>What Powerful Women Know</i>
10	Chris Freytag	<i>Move To Lose</i>
11	Jeffrey Gitomer	<i>How to Not Suck at Sales</i>
12	Dr. John Gottman	<i>Making Marriage Work</i>
13	John Gray	<i>Beyond Mars & Venus</i>
14	Gay & Kathlyn Hendricks	<i>Lasting Love</i>
15	Lana Holstein & David Taylor	<i>Great Sex at Any Age</i>
16	Tom Hopkins	<i>Mastering the Art of Selling</i>
17	Dr. Hilda Hutcherson	<i>A Woman's Guide to Better Sex</i>
18	Dr. Meg Jordan	<i>Listening to the World</i>
19	Dr. Lynne Kenney	<i>Parenting Essentials</i>
20	David Kirsch	<i>Fitness That Fits</i>
21	Loretta LaRoche	<i>Life Is Not a Stress Rehearsal</i>
22	Harvey MacKay	<i>Outsell, Outmanage, Outmotivate...Competition</i>
23	Tom Peters	<i>Re-Imagine!</i>
24	Daniel Pink	<i>A Whole New Mind</i>
25	Connie Podesta	<i>Life Would Be Easy If ItOther People</i>
26	Nido Qubein	<i>How to Get Anything You Want</i>
27	Tom Rath	<i>How Full Is Your Bucket?</i>
28	Jim Rohn	<i>Living an Exceptional Life</i>
29	Tim Sanders	<i>The Likeability Factor</i>
30	Terry Savage	<i>How Much Money Do You Need to Retire?</i>
31	Morrie & Arleah Shechtman	<i>This Ain't Your Parents' Marriage</i>
32	Terri Sjodin	<i>New Sales Speak</i>
33	Stewart Emery & Mark Thompson	<i>Success Built To Last</i>
34	Brian Tracy	<i>Secrets of Self-Made Millionaires</i>
35	Denis Waitley	<i>Winning: It's All In Your Head</i>
36	Denis Waitley	<i>Raising Confident Kids</i>
37	Multiple	<i>Wired To Win Bundle</i>
38	Ken Blanchard	
39	Kathy Peel	
40	Rudy Ruettiger	

SCHEDULE 1.1.1

Listing of URL's, Web Sites and Telephone Numbers

DomainName	ExpirationDate	Status
BETTERLIFE.NET	4/7/2008 13:19	Active
BETTERLIFEACADEMY.BIZ	9/21/2008 16:59	Active
BETTERLIFEACADEMY.COM	9/22/2008 8:12	Active
BETTERLIFEACADEMY.NET	9/22/2008 8:11	Active
BETTERLIFEBLOG.COM	2/7/2008 15:42	Active
BETTERLIFEBOOKS.BIZ	9/21/2008 16:59	Active
BETTERLIFEBOOKS.NET	9/22/2008 8:11	Active
BETTERLIFECOACHES.COM	8/18/2008 10:39	Active
BETTERLIFEEVENTS.BIZ	9/21/2008 16:59	Active
BETTERLIFEEVENTS.COM	9/22/2008 8:03	Active
BETTERLIFEEVENTS.NET	9/22/2008 8:03	Active
BETTERLIFELIVE.COM	8/19/2008 8:44	Active
BETTERLIFEMAGAZINE.COM	4/28/2008 8:44	Active
BETTERLIFEMASHUP.COM	5/24/2008 20:24	Active
BETTERLIFEMEDIA.COM	8/5/2010 12:16	Active
BETTERLIFEMEDIAGROUP.COM	10/22/2008 9:18	Active
BETTERLIFENEWSLETTER.COM	9/10/2008 7:01	Active
BETTERLIFENEWSLETTER.NET	9/10/2008 7:01	Active
BETTERLIFEONDEMAND.BIZ	9/21/2008 16:59	Active
BETTERLIFEONDEMAND.COM	9/22/2008 9:39	Active
BETTERLIFEONDEMAND.NET	9/22/2008 9:40	Active
BETTERLIFEONLINE.BIZ	9/7/2008 16:59	Active
BETTERLIFEONLINE.NET	9/8/2008 9:39	Active
BETTERLIFEPUBLISHING.COM	4/28/2008 8:44	Active
BETTERLIFERADIO.BIZ	9/21/2008 16:59	Active
BETTERLIFERADIO.COM	9/22/2008 8:12	Active
BETTERLIFERADIO.NET	9/22/2008 8:11	Active
BETTERLIFEUNIVERSITY.BIZ	9/21/2008 16:59	Active
BETTERLIFEUNIVERSITY.COM	9/22/2008 8:12	Active
BETTERLIFEUNIVERSITY.NET	9/22/2008 8:11	Active
HDBALANCE.COM	10/22/2008 9:53	Active
HDBODY.COM	10/22/2008 9:53	Active
HDCAREER.COM	10/22/2008 9:53	Active
HDFINANCE.COM	10/22/2008 9:53	Active
HDLIFE.COM	4/15/2008 17:07	Active
HDLIFE.NET	10/22/2008 9:09	Active
HDLIFE.TV	10/22/2008 9:09	Active
HDLIFETV.COM	10/16/2008 15:55	Active
HDPERSONALFINANCE.COM	10/22/2008 9:53	Active
HDPERSONALFINANCE.COM	10/22/2008 9:53	Active
HDPURPOSE.COM	10/22/2008 9:53	Active
HDRELATIONSHIPS.COM	10/22/2008 9:53	Active
HDSUCCESS.COM	10/22/2008 9:53	Active

MYBETTERLIFE.COM	5/30/2008 22:25	Active
ROADTOABETTERLIFE.ORG	7/11/2008 21:47	Active
THERSECRETS.COM	3/29/2008 20:05	Active
THEROADTOABETTERLIFE.ORG	7/11/2008 21:47	Active

Telephone Number 800-727-6689

SCHEDULE 1.1.2

Inventory Listing

<u>Number</u>	<u>Description</u>	<u>Quantity</u>
0008	WIRED TO WIN TIN 20-DISC	1
1000	MAKING MARRIAGE WORK	29
1017	GREAT SEX AT ANY AGE DVD	726
1024	LIFE IS NOT A STRESS REHEA	458
1154	MOVE TO LOSE III	3872
2415	STEP INTO YOUR GREATNESS	1133
2422	THE 8 TH HABIT: EFFECT TO GR	394
2439	GOING BEYOND THE POSITIVE THI	625
2446	GOING BEYOND MARS AND VE	1059
2453	MASTERING THE ART OF SELLI	953
2460	OUTSELL, OUTMANAGE, OUTM	614
2477	RE-IMAGE! BUSINESS EXCEL	168
2484	LIFE WOULD BE EASY IF IT WE	98
2491	HOW TO GET ANYTHING YOU	317
2507	LIVING AN EXCEPTIONAL LIFE	810
2514	NEW SALES SPEAK DVD	543
3726	WHAT POWERFUL WOMEN KN	674
4209	ETHICAL MARKETS	28
4488	HOW TO NOT SUCK AT SALES	44
7281	HOW FULL IS YOUR BUCKET	684
8011	SAVING THE CORPORATE SOU	1454
8028	THE SUCCESS PRINCIPLES DV	25
8035	THE CHILD CONNECTION DVD	521
8042	LETTING GO! DVD	1417
8059	SUCCESS BUILT TO LAST DVD	1051
8066	NEVER EAT ALONE DVD	652
8073	LASTING LOVE DVD	1214
8080	A WOMEN'S GUIDE TO BETTER	1491
8097	LISTENING TO THE WORLD DV	1302
8103	10 STEPS CONFIDENT PARENT	1421
8110	FITNESS THAT FITS DVD	1235
8127	A WHOLE NEW MIND DVD	343
8134	THE LIKEABILITY FACTOR DVD	810
8141	THE SAVAGE NUMBER	472
8158	THIS AINT YOUR PARENTS MA	1514
8172	WINNING: IT'S ALL IN YOUR HE	1374
8189	RAISING CONFIDENT KIDS DVD	894
8721	SECRETS OF SELF-MADE MILLI	1208

SCHEDULE 1.1.3

Talent/Content Contracts

	<u>Name</u>
1	Blanchard
2	Brown
3	Covey
4	Coxe
5	Gray
6	Hopkins
7	MacKay
8	Peters
9	Podesta
10	Qubein
11	Rohn
12	Sjodin
13	Frankel
14	Freitag
15	Gottman
16	Holstein / Taylor
17	LaRoche / Christianson
18	Peel
19	Rath
20	Ruetiger
21	Tracy
22	Batstone
23	Canfield
24	Corwin
25	Dwoskin
26	Ferrazzi
27	Hendricks
28	Hutcherson
29	Jordan
30	Kenney
31	Kirsch
32	Pink
33	Sanders
34	Savage
35	Thompson
36	Covey (Coaching)
37	Cruise (Coaching)
38	Gitomer (Coaching)
39	Gottman (Coaching)
40	Hilstein (Coaching)
41	LaRoche (Coaching)
42	Peters (Coaching)
43	Rath (Coaching)

Schedule 1.1.4

Distribution Agreements

- 1 America Online, Inc.
- 2 Audible
- 3 Entrepreneur
- 4 Lodgenet Entertainment Corporation
- 5 Kammerer / Germany
- 6 Tinnie / S Korea
- 7 Ottado / Latin America
- 8 Westbooks / India
- 9 Taiwan
- 10 Benelux
- 11 Portugal
- 12 Indonesia

Schedule 2.1A

Payment and Wire Instructions**Closing Payment of \$500,000:**

Payee	Wire Instructions	Amount
Deal World LLC	Wire to: Wells Fargo Bank N.A. Minneapolis, MN Routing Number: 121000248 Account Number: 765-5022577 Credit to: Deal World LLC EIN 61-1503282	\$46,000.00
Better Life Media, Inc.	Bank: Excel Bank Minnesota 5050 France Ave. South Edina, MN 55410 ABA Routing No.: 091014898 Account Name: Messerli & Kramer P.A. Trust Account No.: 210690 Reference: In trust for Better Life Media, Inc.	\$429,168.58
Uplift Media I, LLC	Wells Fargo Bank, NA Bank Address: 665 Marsh Street, San Luis Obispo, CA 93401 Swift Code: WFBIUS6S Wire Transfer Dept Phone 1-888-384-8400 Account Name: Uplift Media II dba Better Life Media Address: 211 Tank Farm Road, San Luis Obispo, CA 93401 Account Number: 875-9204426 Routing Number: 121000248 Special Instructions: (if needed)	\$24,831.42
		\$500,000

Final Payment of \$155,000:

Payee	Wire Instructions	Amount
Uplift Media I, LLC	Wells Fargo Bank, NA Bank Address: 665 Marsh Street, San Luis Obispo, CA 93401 Swift Code: WFBIUS6S Wire Transfer Dept Phone 1- 888-384-8400 Account Name: Uplift Media II dba Better Life Media Address: 211 Tank Farm Road, San Luis Obispo, CA 93401 Account Number: 875- 9204426 Routing Number: 121000248 Special Instructions: (if needed)	\$155,000
Total (Closing and Final Payment)		\$655,000

Schedule 2.1B

Excluded Assets

The Purchased Assets do not and will not include the "Excluded Assets", which are defined as the following:

- (a) all royalties and other accounts receivable accruing in respect of the Business prior to the Effective Time;
- (b) any cash or cash equivalents, marketable securities or short-term investments held by Sellers at Closing;
- (c) any bank deposits or bank accounts of Sellers as of Closing;
- (d) any rights to any of Sellers' claims for federal, state, local, or foreign refunds related to any tax for any period prior to the Effective Time;
- (e) all insurance policies maintained by Sellers, and all deposits (including surplus deposits and reserves) by Sellers in connection with insurance policies maintained by Sellers, and (ii) all prepayments by Sellers on all insurance policies maintained by Sellers for periods prior to the Effective Time;
- (f) all rights, claims, credits, causes of action or rights of set-off against third parties relating to the Excluded Assets or any obligations or liabilities of Seller (excluding the Assumed Liabilities), whether liquidated or unliquidated, fixed or contingent; and
- (g) rights of Sellers pertaining to any property or asset used in or necessary to or that would otherwise be a part of the Purchased Assets or used in the Business, the assignment or transfer of which to Buyer would require the consent of another person or require the modification of any agreement of Sellers applicable thereto, in either case, if the consent or modification required for such assignment or transfer has not been obtained prior to Closing or thereafter (the "Non-Assignable Rights").

Schedule 4.1.3

Existing Liens

The following agreements contain security encumbering the Purchased Assets, which encumbrances will be removed at or prior to the Closing:

BLM Note:

1. Security Agreement between Uplift Media II, LLC and Better Life Media, Inc. dated September 16, 2005, securing Secured Promissory Note dated September 16, 2005 of Uplift Media I, LLC to Better Life Media, Inc.
2. Security Agreement between Uplift Media I, LLC and Better Life Media, Inc. dated September 16, 2005, securing Secured Promissory Note dated September 16, 2005 of Uplift Media I, LLC to Better Life Media, Inc.

Mangala and Deeson Loans:

1. Intercreditor Agreement, between Deesons Investments, Ltd. ("First Lender") and Mangala Ltd., LLC ("Second Lender"), dated May 14th, 2007.
2. Forbearance Agreement, between Deesons Investments, Ltd. ("Lender"), Lythcott & Co., LLC ("Lender's Agent"), Uplift Media I, LLC ("Debtor"), and Uplift Media II, LLC ("Guarantor Debtor"), dated March 23, 2007.
3. Security Agreement, between Uplift Media I, LLC, and Lythcott & Co., LLC for Deesons Investments, Ltd., March ____, 2007.
4. Security Agreement, between Uplift Media II, LLC and Lythcott & Co., LLC for Deesons Investments, Ltd., March ____, 2007.
5. Working Capital Loan and Security Agreement, among Deesons Investments Ltd., Lythcott & Co., LLC and Uplift Media I, LLC, dated February 9, 2006.
6. Amendment No. 1 to Working Capital Loan and Security Agreement, among Deesons Investments, Ltd., Lythcott & Co., LLC and Uplift Media I, LLC, dated August 14, 2006.
7. Security Agreement, between Uplift Media II, LLC and Lythcott & Co., LLC for Deesons Investments, Ltd., dated February 9, 2006.
8. Working Capital Loan and Security Agreement, by and among Deesons Investments, Ltd. (Lender), Mangala Ltd., LLC (Agent) and Uplift Media I, LLC (Borrower), for \$1,026,000.00, signed March 23, 2007 and March 26, 2007.
9. Revolving Credit Promissory Note, between Uplift Media I, LLC (Borrower) and Deesons Investments, Ltd., signed March ____, 2007 (incomplete date), for \$1,026,000.00.

10. Guarantee and Security Agreement, by Uplift Media II, LLC (Guarantor), in favor of Mangala Ltd., LLC (Administrative Agent) for Deesons Investments, Ltd. (Lender), executed March 23, 2007.
11. Working Capital Loan and Security Agreement, by and among Mangala Ltd., LLC (Lender) and Uplift Media I, LLC (Borrower), executed March 23, 2007 and May 11, 2007, for \$600,000.00.
12. Guarantee and Security Agreement, by Uplift Media II, LLC (Guarantor), in favor of Mangala Ltd., LLC (Administrative Agent) for Deesons Investments, Ltd. (Lender), executed March 23, 2007.
13. Assignment and Assumption Agreement, between Deesons Investments, Ltd. (Assignor), Mangala Ltd. (Assignee) and Uplift Media I, LLC (Borrower), effective date August 14, 2006.

Video Action Sports:

In addition to the forgoing security interests, Sellers are in litigation with Video Action Sports, Inc. and its principal, Jeff Reynolds, with respect to matters related to action sports video assets purchased by Uplift Media I from Video Action Sports. Those matters include the following:

1. Secured Promissory Note dated July 1, 2005 of Uplift Media I, LLC to Video Action Sports, Inc.
2. Security Agreement, dated July 1, 2005, between Uplift Media I, LLC and Video Action Sports, Inc.

Schedule 4.1.6

Litigation

Uplift Media I, LLC dba VAS Entertainment

Sellers are in litigation with Video Action Sports, Inc. and its principal, Jeff Reynolds, with respect to matters related to action sports video assets purchased by Uplift Media I from Video Action Sports. The parties have currently suspended active litigation while settlement negotiations are in progress.

BLM Employment related matters

Former Uplift Media II employees Linda Domholt and Lori Nelson and former Uplift Media II consultant Tom Wiese have claimed amounts are due to them due under a retention bonus agreement. The Company has reached a settlement.

EXHIBIT A

Form of Assignment, Assumption and Bill of Sale

[See attached document]

ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT, ASSUMPTION AND BILL OF SALE (the "**Instrument**") is made and effective as of February _____, 2008, by and among Uplift Media I, LLC, a Delaware limited liability company, and Uplift Media II, LLC, a Delaware limited liability company (each, a "**Seller**", and collectively, the "**Sellers**"), and R & L Publishing, Ltd., a Texas limited partnership ("**Purchaser**"). All capitalized terms not defined herein shall have the same meaning as set forth in that certain Asset Purchase Agreement, of even date herewith, by and among Sellers and Purchaser (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sellers do hereby sell, transfer, assign, convey and deliver unto Purchaser all of Sellers' right, title and interest in and to all of the Purchased Assets. It is expressly understood that this instrument is intended solely to restate, and not in any manner to amend, modify, enlarge or limit any warranties or agreements contained in, the Purchase Agreement and each of the covenants, agreements, representations and warranties, and indemnities contained therein with respect to the Purchased Assets is hereby incorporated by reference as if set forth herein in full.

2. Sellers hereby assign, sell, transfer and set over to Purchaser all rights, title, benefit, privileges and interest of Sellers in, to and under the Assumed Liabilities, and Purchaser hereby assumes and agrees to discharge when due the Assumed Liabilities.

3. The assignment, transfer, acceptance, covenants and assumptions contained above shall bind and inure to the benefit of Sellers and Purchaser and their respective successors and assigns.

4. From time to time at the request of Purchaser, Sellers shall, without further consideration, execute and deliver to Purchaser such instruments of conveyance, transfer, assignment and confirmation and take such other action and/or authorize Purchaser to take such action, as Purchaser may reasonably request in order for Purchaser to obtain the full benefit of the transfer of the Purchased Assets from Sellers to Purchaser.

5. This Instrument may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. This Instrument shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas without giving effect to any choice of law principles that would result in the application of the laws of a different state.

7. The terms of the Purchase Agreement, including Sellers' and Purchaser's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Each Seller and Purchaser acknowledges

and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

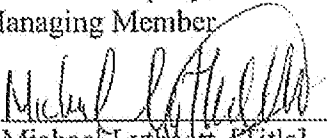
8. This Instrument may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument, and each instrument shall be deemed to have been made, executed and delivered on the date first hereinabove written, irrespective of the time or times when the same or any counterparts thereof may have actually been executed and delivered. This Instrument may be executed by facsimile 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.

IN WITNESS WHEREOF, this Instrument has been executed by a duly authorized officer of Purchaser and of each of the Sellers.

UPLIFT MEDIA I, LLC

By: Uplift Media I Partners, LLC,
its Manager

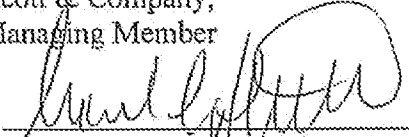
By: Lythcott & Company,
its Managing Member

By: 
Michael Lythcott, [Title]
Managing member

UPLIFT MEDIA II, LLC

By: Uplift Media I Partners, LLC,
its Manager

By: Lythcott & Company,
its Managing Member

By: 
Michael Lythcott, [Title]
Managing member

R & L PUBLISHING, LTD.

By: _____
Stuart Johnson, [add title]

and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

8. This Instrument may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument, and each instrument shall be deemed to have been made, executed and delivered on the date first hereinabove written, irrespective of the time or times when the same or any counterparts thereof may have actually been executed and delivered. This Instrument may be executed by facsimile 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.

IN WITNESS WHEREOF, this Instrument has been executed by a duly authorized officer of Purchaser and of each of the Sellers.

UPLIFT MEDIA I, LLC

By: Uplift Media I Partners, LLC,
its Manager

By: Lythcott & Company,
its Managing Member

By: _____
Michael Lythcott, [Title]


UPLIFT MEDIA II, LLC

By: Uplift Media I Partners, LLC,
its Manager

By: Lythcott & Company,
its Managing Member

By: _____
Michael Lythcott, [Title]

R & L PUBLISHING, LTD.

By:  _____
Stuart Johnson, [add title]