

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lluminari, Inc.		01/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PageScience, Inc.		
Also Known As:	Good Health Media, Inc.		
Street Address:	60 East 42nd Street, Suite 2137		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3781744	BEWELL.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-209-5462		
Email:	mfield@griffittsohara.com		
Correspondent Name:	Matthew Field		
Address Line 1:	257 Park Avenue South, Floor 5		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Matthew Field		
SIGNATURE:	/Matthew Field/		
DATE SIGNED:	10/15/2014		
Total Attachments: 31			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT dated January 20, 2011 by and between **Good Health Media, Inc.**, a Delaware corporation with offices at 275 Madison Avenue, Suite 800, New York, New York 10016 ("**Buyer**") and **Luminari, Inc.**, a Delaware corporation ("**Seller**"). Each of Buyer and Seller is sometimes referred to hereinafter individually as a "**Party**" and together as the parties "**Parties**".

WHEREAS, Seller is engaged in the business of publishing, on the website www.bewell.com ("**BeWell Website**") health and wellness information, and maintaining a community of consumers and medical and health experts (the "**Business**"); and

WHEREAS, [REDACTED]

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in and to the Assets (as herein defined) and certain specified liabilities as identified herein, on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, Buyer, and Seller, intending legally to be bound, hereby agree as follows:

1. PURCHASE AND SALE OF CERTAIN ASSETS.

1.1 Purchase and Sale of Certain Assets. Upon the terms and conditions herein set forth, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller all right, title and interest of Seller in, to and under the following assets to the extent used or held for use by Seller in the Business, wherever situated (collectively, the "**Assets**"), as of the Closing (as defined below), free and clear of all pledges, security interests, liens, encumbrances or charges (collectively, "**Encumbrances**");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.6 (i) all registered and unregistered copyrights, including, without limitation, all published and unpublished books, newsletters, pamphlets, manuals, Web sites, databases, product development files, production files and art files, in any form or media, and other media embodying such copyrights, and all Software (as that term is defined in Section 4.10), including, without limitation, all computer programs and routines, source code, object code, html code, customer support logs, scripts, systems documentation and user manuals; and (ii) patents, inventions (whether or not patentable), websites, domain names, trade names (registered and unregistered), trademarks (registered and unregistered), and service marks (registered and unregistered), whether domestic or foreign, in each case, all variations thereof and all registrations and applications therefor and all uniform resource locators, trade secrets, know-how, proprietary information, Software, computer programs and routines, source code, object code, html code, tools developed in support of production of Software development, databases, customer support logs, scripts, systems documentation and user manuals, remedies against infringement of the foregoing and rights to protection of interests therein under the laws of all jurisdictions, and in each case only to the extent such items relate primarily to, or are used primarily in, the Business, including without limitation, the items set forth on Schedule 4.10.1 (collectively, the “**Transferred Intellectual Property**”);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.12 all of the goodwill of Seller in the Business; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT TO SELLER AND EFFECTIVE DATE OF TRANSFER.

2.1 Consideration for Assets: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

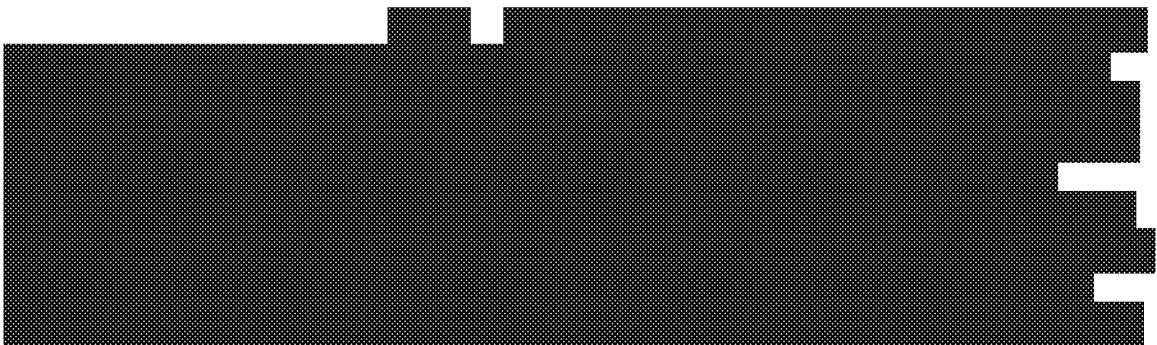
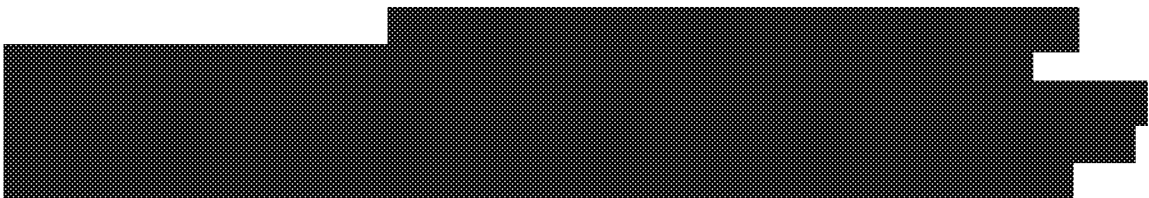
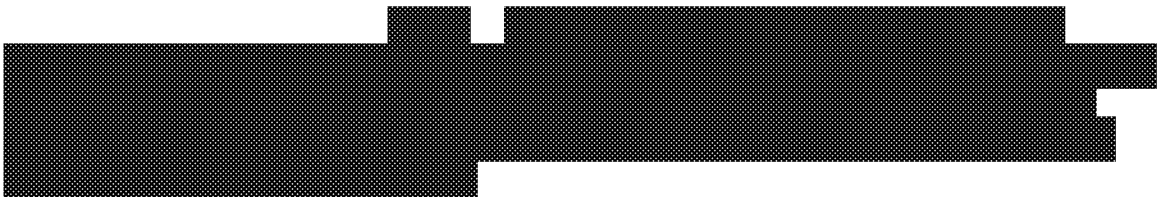
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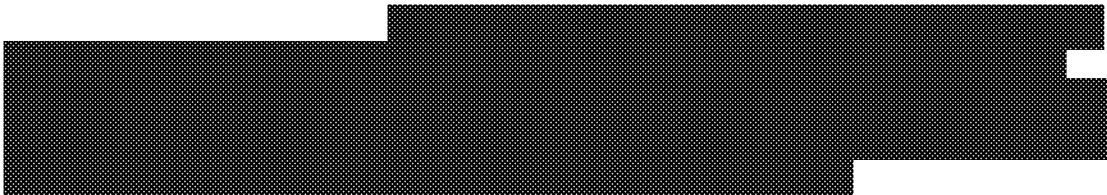
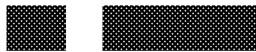
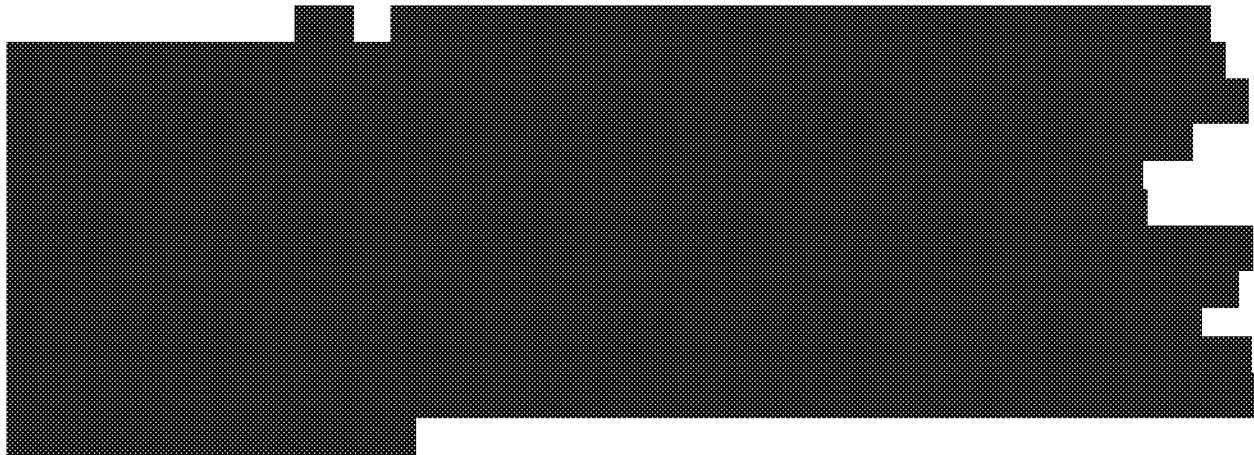
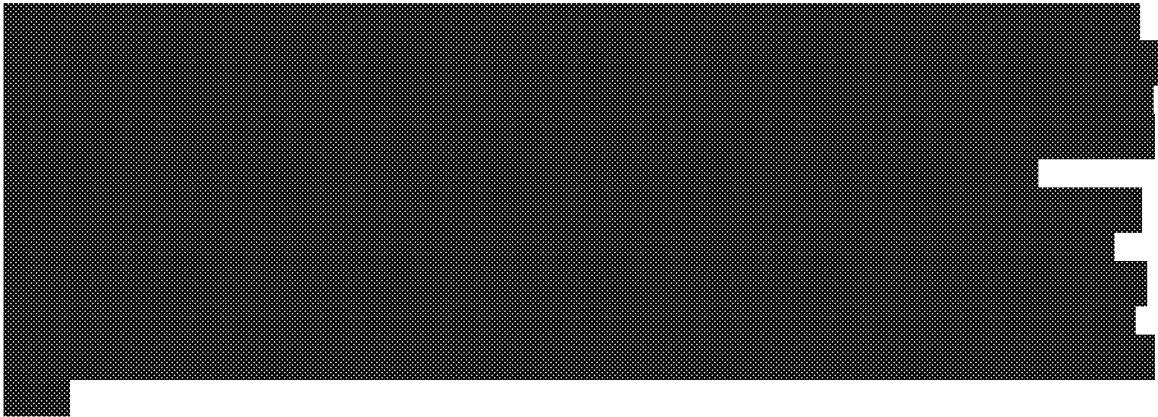
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

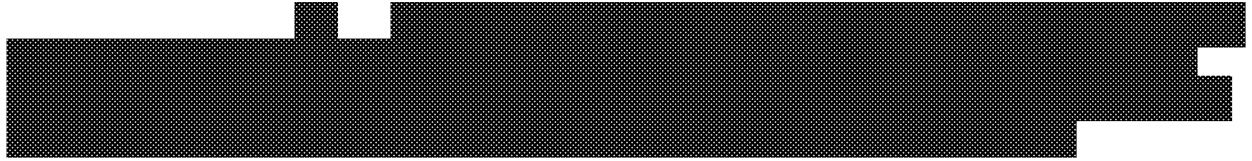
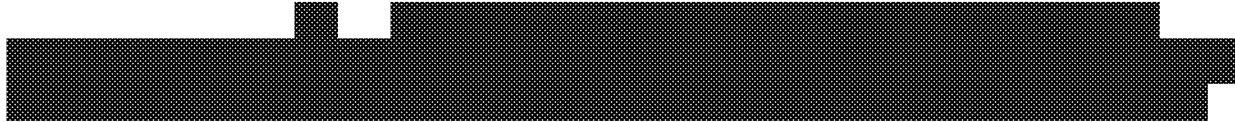
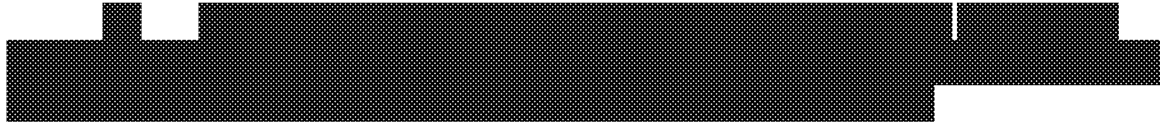
[REDACTED]

[REDACTED]

6. COVENANTS.

[REDACTED]

[REDACTED] reflectin



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

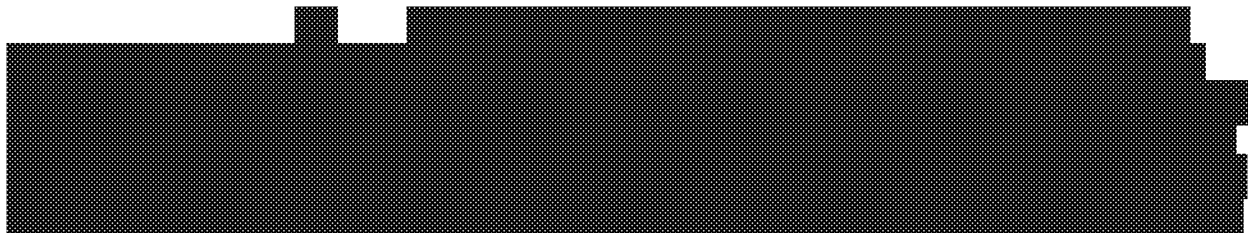
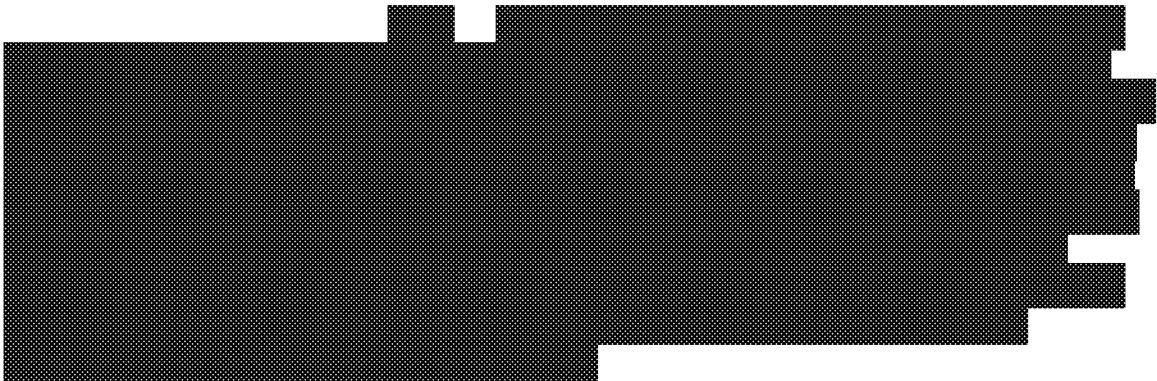




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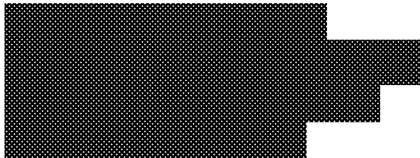




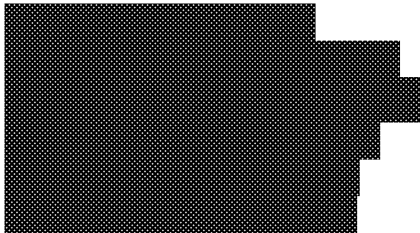
8. MISCELLANEOUS PROVISIONS.

8.1 Notices. All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent via any reputable overnight courier, or (iii) sent by facsimile transmission (with receipt verified by electronic confirmation) to the address or facsimile number stated below of the Party to which notice is given, or to such changed address or facsimile number as such Party may have fixed by notice given in accordance with the terms hereof :

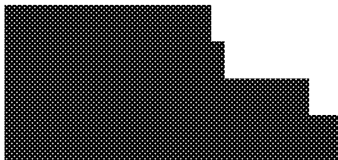
TO BUYER:



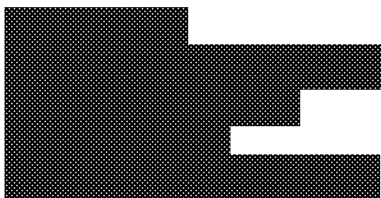
WITH A COPY TO:



TO SELLER:



WITH COPIES TO:



[REDACTED]

And

[REDACTED]

Any notice, sent as provided above, shall be deemed given upon receipt at the address provided for above (or, in the event delivery is refused, the first date on which delivery was tendered).

8.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by and against the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations of the Parties and permitted assigns shall be assigned by any of the Parties hereto without the prior written consent of the other Party. No assignment consented to or permitted under this Agreement shall act as a novation, and the assigning Party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*.

8.3 Governing Law. The Agreement shall be governed by the laws of the State of New York as to all matters, including but not limited to matters of validity, construction, effect, performance and liability, without consideration of conflicts of laws. Any disputes shall be exclusively resolved in the state or federal courts residing in New York, New York.

8.4 Waiver. Any failure of any Party hereto to comply with any of its obligations or agreements or to fulfill conditions herein contained may be waived only by a written waiver from the other Parties. No failure by any Party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by any Party preclude any other or future exercise of that right or any other right hereunder by that Party.

8.5 Headings. The headings and sections and subsections of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

[REDACTED]

8.7 Multiple Counterparts; Execution by Fax or Email (PDF). This Agreement may be signed in any number of counterparts which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by exchange of facsimile or email (PDF) copies showing the signatures of the Parties hereto, and those signatures need not be affixed to the same copy. The facsimile or PDF copies showing the signatures of the Parties will constitute originally signed copies of the same agreement requiring no further execution.

8.8 Exhibits, Schedules. All Exhibits and Schedules referred to in this Agreement are attached hereto and are incorporated herein by reference as if fully set forth herein.

8.9 Construction. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any Party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against a Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that representatives of all Parties have participated in the preparation hereof. Except as specifically otherwise provided in this Agreement, a reference to a Section, Schedule or Exhibit is a reference to a Section or subsection of this Agreement or a Schedule or Exhibit of this Agreement. The term "or" is used in its inclusive sense ("and/or") and, together with the terms "either" and "any" shall not be exclusive. When used in this Agreement, words such as "herein," "hereinafter," "hereby," "hereof," "hereto," "hereunder" and words of similar import shall refer to this Agreement as a whole, including annexes, schedules and exhibits hereto, and not to any particular provision of this Agreement, unless the context clearly requires otherwise. 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.

8.10 Publicity. Except as required by law, no Party to this Agreement shall issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transaction contemplated hereby without first obtaining the consent of Buyer and Seller, [REDACTED]

8.11 Entire Agreement; Amendment. This Agreement, which term as used throughout includes the Exhibits and Schedules hereto, embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter contained herein. This Agreement may not be changed or modified in whole or in part except by a writing signed by both Parties hereto.

8.12 Expenses. Seller and Buyer shall bear all their respective expenses.

8.13 Waiver of Jury Trial. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OR RIGHT TO DEMAND TRIAL BY JURY IN ANY ACTION BROUGHT (i) TO ENFORCE THIS AGREEMENT, OR ANY PROVISION HEREOF, OR (ii) FOR DAMAGES DUE AS A RESULT OF AN ALLEGED BREACH OF THIS AGREEMENT

8.14 Cooperation. From time to time following the Closing, Seller and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver any further instruments, conveyances, notices and assumptions and shall take such further action as may be necessary or appropriate to effect the transactions contemplated hereby.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have entered into and made this Agreement as of the date first written above.

GOOD HEALTH MEDIA, INC.,
a Delaware corporation

By: William Jennings
Name: William Jennings
Title: CEO

LLUMINARI, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have entered into and made this Agreement as of the date first written above.

GOOD HEALTH MEDIA, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

LLUMINARI, INC.,
a Delaware corporation

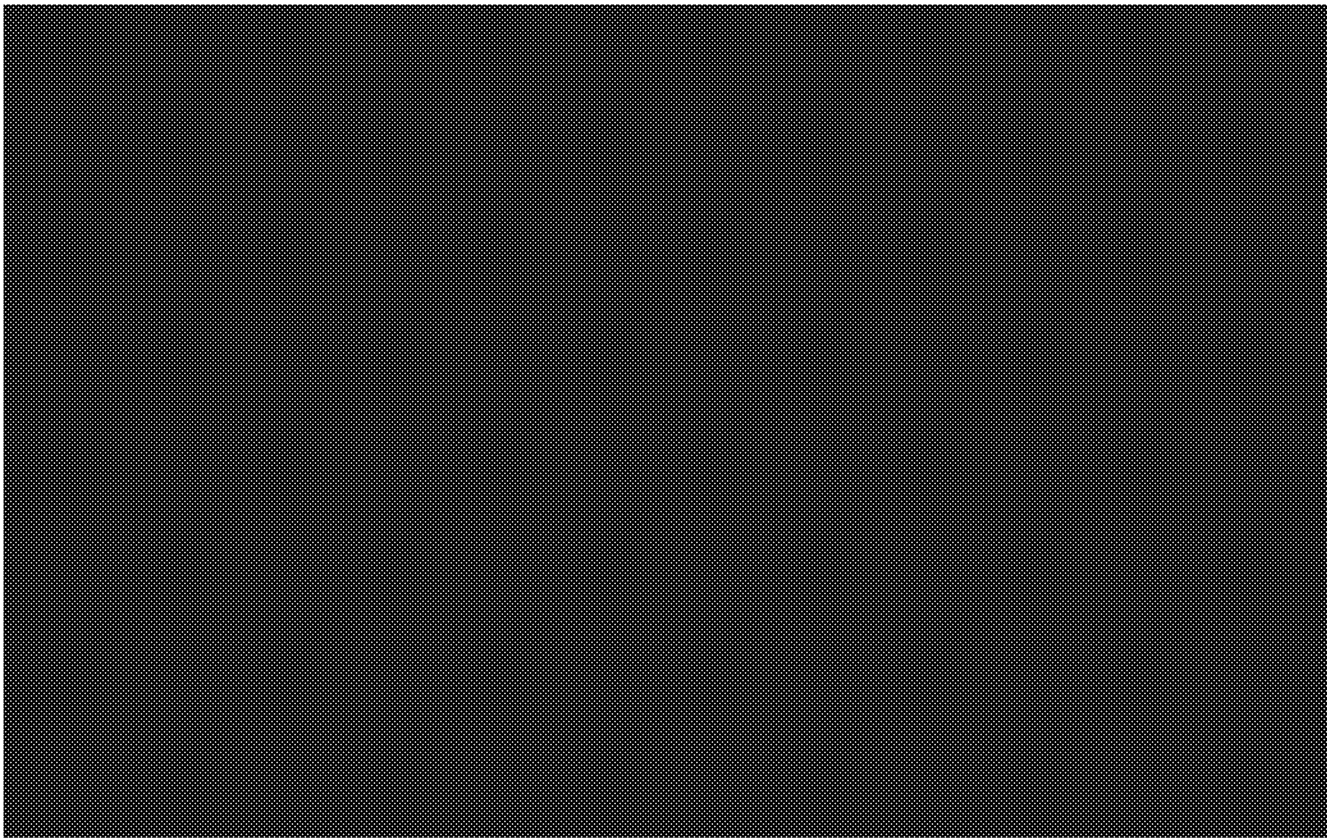
By: *[Signature]*
Name: Elizabeth Brown
Title: Founder, CEO

**SELLER DISCLOSURE SCHEDULE TO THE
ASSET PURCHASE AGREEMENT**

This Disclosure Schedule is furnished by Seller to the Buyers as of the date hereof pursuant to and as part of the Asset Purchase Agreement dated as of January 20, 2011 by and between LLuminari, Inc., a Delaware corporation (“**Seller**” or “**Company**”) and Good Health Media, Inc., a Delaware corporation (“**Buyer**”) (the “**Asset Purchase Agreement**”).

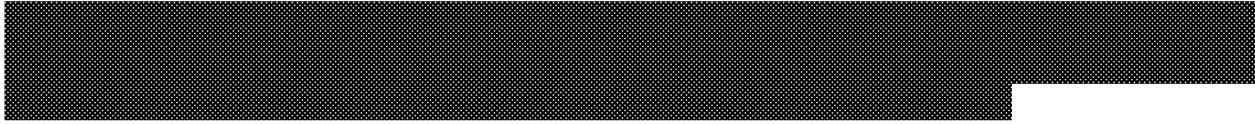
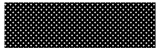
Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

This Disclosure Schedule relates to certain matters concerning the disclosures required and transactions contemplated by the Asset Purchase Agreement. This Disclosure Schedule is qualified in its entirety by the Asset Purchase Agreement, and shall not be construed as indicating that such matter is required to be disclosed, nor shall any disclosure be construed as an admission, or that such information is material with respect to Seller. Any reference to a contract, statement, plan, report or other document of any kind in this Disclosure Schedule shall be deemed to be full disclosure of all the written terms of such writing, and it shall not be necessary to identify or reference specific provision of such documents in order to make full disclosure. Disclosures made with respect to one Section shall constitute a disclosure for all Sections relevant to the item disclosed. Headings have been assigned to the various Sections of the Disclosure Schedule for convenience of reference only and shall not be construed to affect the meaning or construction of the language in the body of such Sections.



2. Trademarks

Trademark	Docket Number/Subcase Class(es)	Status Number/Date	Application Number/Date	Registration
BEWELL.COM	96197785/ United States of America	Registered 45 Int.	77/417,319 10-Mar-2008	3,781,744 27-Apr-2010



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