

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Center for Stress and Anxiety, LLC		10/29/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Joy From Within LLC		
Street Address:	PO Box 1193		
City:	Ocean Park		
State/Country:	WASHINGTON		
Postal Code:	98640		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4422326	RENEW A DAILY MOOD & ENERGY ENHANCER	
Registration Number:	4354480	MIDWESTCENTER	
Registration Number:	4434037	MIDWEST CENTER NATURALS	
Registration Number:	2991870	ATTACKING ANXIETY & DEPRESSION	
Registration Number:	3825910	THE SOLUTION BY LUCINDA BASSETT	
Registration Number:	3395274	LUCINDA BASSETT	
Registration Number:	3330113	MIDWEST CENTER FOR STRESS AND ANXIETY, I	
Registration Number:	3155634	MIDWEST CENTER	
Registration Number:	3152530	ATTACKING ANXIETY & DEPRESSION	
Registration Number:	2296386	ATTACKING STRESS	
Registration Number:	3047526	GOOD DAYS	
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>			
Email:	cora@stresscenter.com		
Correspondent Name:	Joy From Within LLC		
Address Line 1:	PO Box 1193		
Address Line 4:	Ocean Park, WASHINGTON 98640		

OP \$290.00 4422326

NAME OF SUBMITTER:	Cora Barran
SIGNATURE:	/Cora Barran/
DATE SIGNED:	11/16/2017

Total Attachments: 84

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*") is hereby entered into on October 29, 2015 (the "*Effective Date*"), by and between MWC (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of (a) Stresscenter Holdings, LLC, (b) Midwest Center for Stress and Anxiety, LLC, (c) Good Living Labs, LLC, and (d) Stresscenter.com, LLC (the "*Seller*"), with its principal office located at 1100 La Avenida Street, Building A, Mountain View, California 94043, United States, and Joy From Within LLC (the "*Buyer*"), with its principal office located at 25204 Sandridge Road, Ocean Park, WA 98640.

RECITALS

A. By resolution of the Executive Board (the "*Board*") of Stresscenter Holdings, LLC, a Delaware limited liability company, on behalf of itself and as the sole member of (a) Midwest Center for Stress and Anxiety, LLC, (b) Good Living Labs, LLC, and (c) Stresscenter.com, LLC (collectively, the "*Assignor*"), as memorialized in Assignor's duly executed board resolution, Assignor has transferred ownership of all of its right, title and interest in and to all of its tangible and intangible assets (the "*Assets*") to Seller, and, in so doing, has also designated Seller to act, pursuant to California law, as the assignee for the benefit of creditors of Assignor. The General Assignment agreement (the "*General Assignment*") between Assignor and Seller, as assignee, is attached hereto as Exhibit I.

B. Seller and Buyer have identified a subset of the Assets that Buyer desires to purchase from Seller (the "*Purchased Assets*"). The Purchased Assets are defined in Section 1.2 below. After consummation of the Closing contemplated under this Agreement, Seller intends to sell or otherwise liquidate any and all remaining non-cash Assets that are not Purchased Assets and will undertake the winding down of Assignor's assignment estate, which shall ultimately include, but shall not be limited to, the distribution to Assignor's creditors of the assignment estate's net funds remaining after payment of all fees and costs associated with the liquidation of the assignment estate.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE OF THE PURCHASED ASSETS.

1.1 Agreement to Sell and Purchase the Purchased Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Buyer at the Closing (as defined in Section 2.2 below), and Buyer hereby agrees to purchase and acquire from Seller at the Closing, all of Seller's right, title and interest in and to all of the

Purchased Assets. The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer (subject to Section 1.3) on the Closing Date on a "AS IS" and "WHERE IS" basis, with no representations or warranties other than those specifically set forth below, and subject to any and all existing pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "*Encumbrances*").

1.2 Purchased Assets Defined. As used in this Agreement, the term "*Purchased Assets*" means, collectively, Seller's right, title and interest in and to the assets listed in Exhibit 1.2 attached hereto, provided, however, that the Purchased Assets specifically do not, under any circumstances, include any of Seller's or Assignor's (i) cash, (ii) claims for preference or fraudulent conveyance recoveries under applicable law or any other litigation recoveries, (iii) state or federal tax refunds, (iv) insurance refunds or recoveries, (v) utility or leasehold security deposits, (vi) all corporate governance and human resource documents and business books and records, or (vii) any of the "*Excluded Assets*" (defined below). Buyer shall promptly execute and deliver to Seller any and all such further assignments, endorsements and other documents as Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

For the avoidance of doubt, it is the intent of the parties hereto that none of the Excluded Assets shall be transferred to Buyer. For purposes of this Agreement, the term "*Excluded Assets*" means any and all properties, rights, contracts, claims or other assets other than those specifically listed or described in Exhibit 1.2 hereto.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, (i) title to all of the Purchased Assets shall pass to Buyer; (ii) Seller shall make available to Buyer possession of all of the Purchased Assets as provided in subsection 1.3(b); and (iii) upon Buyer's request, Seller shall execute assignments, conveyances and/or bills of sale reasonably requested to convey to Buyer title to all of the Purchased Assets, subject to the Encumbrances, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Purchased Assets. On the Closing Date (as defined in Section 2.2), Seller shall make available to Buyer possession of the Purchased Assets, provided, however, that the expenses of retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer, and provided further that in the event that any of the Purchased Assets are located outside of the physical control of Seller, such as in warehouses or foreign locations controlled by third parties, Seller is not making any representation or warranty to Buyer as to the quantities of Purchased Assets under the control of such third parties or the accessibility of such Purchased Assets.

(c) Retention of Documents. As assignee, Seller is responsible for maintaining business records during the assignment process and, among other things, will prepare and file final tax returns. To the extent Buyer requires business records of Assignor that Seller has retained to administer the assignment estate, Buyer shall, at its own expense, arrange to obtain copies of such records from Seller.

2. PURCHASE PRICE; PAYMENTS.

2.1 Purchase Price. In consideration of the sale, transfer, conveyance and assignment of all of the Purchased Assets to Buyer at the Closing, Buyer shall, as of the Closing, assume only those liabilities, if any, expressly set forth as Assumed Liabilities in Section 3.1 of this Agreement and shall pay by wire transfer at the Closing the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) (the "*Closing Purchase Price*") plus the Contingent Consideration (as defined below) (collectively, the "*Purchase Price*"). The Closing Purchase Price shall be paid directly to the secured lender of the Assignor. The Contingent Consideration shall be paid to Seller. In addition to the Closing Purchase Price, Buyer shall deliver, or cause to be delivered, to Seller, as additional consideration, by wire transfer of immediately available funds in accordance with wire instructions provided by Seller at the same time any such distribution is made to Buyer or an affiliate thereof, an additional amount equal to 10% of any distributions received by Buyer or any affiliate thereof with respect to the Purchased Assets after Buyer or any affiliate thereof receives distributions equal to \$6,000,000 (the "*Contingent Consideration*"); provided such right to distributions shall terminate after seven (7) years (the "*Contingent Consideration Period*"). During the Contingent Consideration Period, Buyer shall (a) not (and shall cause its affiliates not to) take any action that would have the primary purpose of avoiding the Contingent Consideration and (b) provide Seller with a written calculation within sixty (60) days after the end of each calendar year showing in reasonable detail a calculation of the Contingent Consideration for each such calendar year.

2.2 Closing. The consummation of the purchase and sale of the Purchased Assets contemplated hereby will take place at a closing to be held at the offices of Seller (the "*Closing*"), on October 29, 2015 (the "*Closing Date*"), or at such other time or date, and at such place, or by such other means of exchanging documents, as may be agreed to by Buyer and Seller. If the Closing does not occur on or prior to October 29, 2015, or such later date upon which Buyer and Seller agree in writing, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party hereto will have any further rights or obligations hereunder, except that Section 6.1 shall survive such termination.

3. OBLIGATIONS ASSUMED.

3.1 Liabilities. Buyer agrees, upon consummation of, and effective as of, the Closing, to assume those (and only those) liabilities of Seller and of Assignor directly relating to all obligations under contracts of Assignor listed in Schedule 3.1 that are effectively assigned to, and assumed by, Buyer (collectively, the "*Assumed Liabilities*").

3.2 Liabilities and Obligations Not Assumed. Except as expressly set forth in Section 3.1 above, Buyer shall not assume or become obligated in any way to pay or perform any liabilities, debts or obligations of Seller or of Assignor whatsoever, including, but not limited to, any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor's business. All liabilities, debts and obligations of Seller and of Assignor not expressly assumed by Buyer hereunder are hereinafter referred to as the "*Excluded Liabilities.*"

3.3 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. The assumption by Buyer of any liabilities or obligations of Seller under Section 3.1 shall in no way expand the rights or remedies of third parties against Buyer as compared to the rights and remedies such parties would have against Seller if the Closing was not consummated.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller that all the following statements are true, accurate and correct:

4.1 Due Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware. Buyer has all necessary power and authority to enter into this Agreement and to execute and deliver all other documents that Buyer is required to execute and deliver hereunder, and Buyer holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore.

4.2 Power and Authority; No Default. Buyer has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Buyer. This Agreement, when signed and delivered by Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Buyer of the transactions contemplated by this Agreement.

4.4 Litigation. To the best of Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of Buyer,

threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

4.5 Funding. Buyer currently has available to it, and will have available to it at the Closing, sufficient funds to pay the Purchase Price to Seller at the Closing. Buyer's ability to perform its financial obligations under this Agreement is therefore not subject to any financing contingency.

5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that all of the following statements are true, accurate and correct:

5.1 Corporate Organization. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 Power and Authority; No Default Upon Transfer. As assignee, Seller has all requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by Seller of this Agreement, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by Seller. To the best of Seller's knowledge, the General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and Seller. This Agreement, when signed and delivered by Seller, will be duly and validly executed and delivered and will be the valid and binding obligation of Seller, enforceable against Seller, as assignee, in accordance with its terms as governed by applicable law, regulations and rules. Neither the signing and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (i) violate Seller's Articles of Organization or Operating Agreement, or (ii) to the best of Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to Seller.

5.3 Title. To the best of Seller's knowledge after reasonable inquiry, including, without limitation, competent assessment of the applicable UCC search in Assignor's state of incorporation, Seller, as assignee, has good and marketable title to all of the Purchased Assets. Seller sells, assigns, transfers and conveys the Purchased Assets to Buyer on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or use, and the Purchased Assets shall be subject to the Encumbrances.

(a) AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED

TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) BUYER ACKNOWLEDGES THAT SOME OF THE PURCHASED ASSETS DESCRIBED IN EXHIBIT 1.2 MAY CONTAIN THIRD-PARTY INTELLECTUAL PROPERTY THAT MAY HAVE BEEN LICENSED BY ASSIGNOR OR OTHERWISE ACQUIRED BY ASSIGNOR. BUYER UNDERSTANDS THAT SELLER IS UNABLE TO TRANSFER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THAT THIRD-PARTY, WHICH WILL NOT BE OBTAINED OR SOUGHT BY SELLER AS A PART OF, OR CONDITION TO, THIS AGREEMENT. BUYER SHALL ACCEPT FULL RESPONSIBILITY FOR COMMUNICATING WITH ANY SUCH THIRD-PARTIES WHOSE INTELLECTUAL PROPERTY MAY BE INCLUDED IN THE PURCHASED ASSETS TRANSFERRED HEREBY AND SHALL PAY ANY AND ALL LICENSING OR OTHER FEES, COSTS, EXPENSES OR CHARGES THAT MAY BE ASSOCIATED WITH USING ANY SUCH PURCHASED ASSETS.

5.4 Litigation. Except as set forth on Schedule 5.4, to the best of Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or, to Seller's knowledge, threatened, against Seller or Assignor that might affect in any way any of the Purchased Assets or the transactions contemplated by this Agreement, nor is Seller aware or have grounds to know of any reasonable basis therefor. To the best of Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against Seller or Assignor affecting the Purchased Assets.

5.5 Authorization for this Agreement. To the best of Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by Seller of the transactions contemplated by this Agreement.

5.6 Assignee. All rights of Seller with regard to the ownership and possession of the Purchased Assets are rights held as assignee pursuant to the General Assignment made by Assignor. Pursuant to the General Assignment, Assignor has informed Seller that it transferred to Seller all of Assignor's right, title and interest in and to the Purchased Assets. Pursuant to this Agreement, Seller, solely in its capacity as assignee, will at Closing sell, assign, and transfer all of its right, title and interest in and to the Purchased Assets to Buyer.

6. COVENANTS OF BUYER.

6.1 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of Assignor and/or Seller disclosed to Buyer in the course of negotiating the transactions contemplated by this Agreement, including the terms of this Agreement ("*Seller Confidential Information*"), will be held in confidence and not be used or disclosed by Buyer or any of its employees, affiliates or stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by Buyer or returned to Seller, upon Seller's written request to Buyer; provided, however, that from and after the Closing, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Purchased Assets. It is agreed that Seller Confidential Information will not include information that: (a) is proven to have been known to Buyer prior to receipt of such information from Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to Seller; (c) is now, or later becomes, part of the general public knowledge or literature, other than as a result of a breach of this Agreement by Buyer; or (d) is independently developed by Buyer without the use of any Seller Confidential Information.

6.2 Press Releases and Public Announcements. Buyer shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identifying Seller without the prior written approval of Seller, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation.

6.3 Taxes and any Other Charges Related to the Sale. Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Purchased Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency. Buyer agrees that it will pay to the appropriate governmental agency any sales tax resulting from the sale of the Purchased Assets under this Agreement within thirty days following the Effective Date, and will provide to Seller written proof of Buyer having made such sales tax payment within three business days of the date that Buyer made such sales tax payment. Exhibit 6.3 hereto contains an allocation of the Purchase Price among the Purchased Assets.

6.4 Survival of Covenants. The covenants set forth in this Section shall survive the Closing. The covenants set forth in Section 6.1 above shall, in addition, survive the termination of this Agreement for any reason.

7. COVENANTS OF SELLER.

Seller covenants and agrees with Buyer as follows:

7.1 Further Assurances. From and after the Closing Date, Seller shall cooperate with Buyer and promptly sign and deliver to Buyer any and such additional documents, instruments, endorsements and related information and take actions as Buyer may reasonably request for the purpose of effecting the transfer of Seller's and/or Assignor's title to the Purchased Assets to Buyer, and/or carrying out the provisions of this Agreement, provided, however, that Seller shall be reimbursed for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

7.2 Press Releases and Public Announcements. Seller shall not issue any press release or make any public disclosure or announcement relating to the financial terms of this Agreement or identify Buyer without Buyer's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may disclose certain information relating to this Agreement if required to do so by law or applicable governmental regulation, and Seller shall be permitted, at its discretion, to prepare and distribute a tombstone regarding the General Assignment and this Agreement without mentioning the identity of Buyer or the terms of this Agreement.

7.3 Survival of Covenants. Each of the covenants set forth in this Section 7 shall survive the Closing.

8. CONDITIONS TO CLOSING.

8.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Buyer may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on the Closing Date. The representations and warranties made herein by Seller shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date, with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. As of the Closing Date, Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on Seller and required to be performed or complied with by Seller at, or prior to, the Closing Date.

(c) Delivery of Purchased Assets. Seller shall have made the Purchased Assets available to Buyer as set forth in Section 1.3 above.

(d) Delivery of Closing Documents. Seller shall have delivered, and Buyer shall have received, the documents described in Section 9.2 hereof.

8.2 Conditions to Seller's Obligations. The obligations of Seller hereunder shall be subject to the satisfaction and fulfillment of each of the following conditions, except as Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by Buyer shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Compliance. Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by Buyer at, or prior to, the Closing Date.

(c) Payment. Buyer shall have transmitted by wire transfer and Seller shall have received payment of the Purchase Price.

9. CLOSING OBLIGATIONS.

9.1 Buyer's Closing Obligations. At the Closing, Buyer shall deliver to Seller each of the following:

(a) Payment of the Closing Purchase Price by wire transfer.

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit 9.1 (b), signed by an authorized officer of Buyer on behalf of Buyer.

(c) The Trademark and Copyright Assignment Agreement, in the form attached hereto as Exhibit 9.1 (c), signed by an authorized officer of Buyer on behalf of Buyer.

(d)

9.2 Seller's Closing Obligations. At the Closing, Seller shall deliver to Buyer each of the following:

(a) The Purchased Assets in accordance with Section 1.3.

(b) The Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit 9.1 (b), signed by an authorized representative of Seller on behalf of Seller.

(c) The Trademark and Copyright Assignment Agreement, in the form attached hereto as Exhibit 9.1 (c), signed by an authorized representative of Seller on behalf of Seller.

(d)

10. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.

10.1 Survival of Warranties. All representations and warranties made by Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing. All representations and warranties made by Seller herein shall terminate effective as of the Closing.

10.2 Indemnified Losses. For the purpose of this Section 10.2 and when used elsewhere in this agreement, "*Loss*" shall mean and include any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

10.3 No Indemnification by Seller. Seller is selling to Buyer the Purchased Assets defined in this Agreement on an "AS IS" and "WHERE IS" basis, with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth above), and Seller does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any Loss which arises out of or results from the transactions described herein.

10.4 Indemnification By Buyer. Subject to the provisions and limitations set forth in this Section 10, Buyer agrees to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller, and any officers, directors, members, agents, managers, representatives, employees or attorneys of Seller or of any parent, subsidiary or affiliate of Seller (collectively, the "*Seller Indemnitees*") from and against and in respect of any Loss which arises out of or results from:

(a) any breach by Buyer of any covenant made herein, or the inaccuracy or untruth of any representation or warranty of Buyer made herein; or

(b) the use of the Purchased Assets after the Closing;

provided, however, that nothing in this Section 10.4 shall impose on Buyer any duty to indemnify Seller for any Excluded Liabilities.

10.5 Period for Making Claims. A claim for indemnification by Seller under this Section 10 may be brought, if at all, at any time after the Closing Date, with respect to any claim or claims for indemnification under this Section 10, provided, however, that any claim under Section 10.4(a) with respect to the inaccuracy or untruth of any representation or warranty must be brought, if at all, prior to the time such representation or warranty expires pursuant to Section 10.1.

11. MISCELLANEOUS.

11.1 Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transactions contemplated hereby.

11.2 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered United States mail, postage prepaid, or sent by a nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

MWC (assignment for the benefit of creditors), LLC
1100 La Avenida Street, Building A
Mountain View, California 94043
United States
Telephone: (650) 329-9996
Facsimile: (650) 329-0980
Email: mam@shrwood.com
Attention: Michael A. Maily

With copy to:

Robins Kaplan LLP
2049 Century Park East, Suite 3400
Los Angeles, CA 90067
Telephone: 310.229.5812
Facsimile: 310.229.5800
Email: SGautier@RobinsKaplan.com
Attention: Scott F. Gautier

(b) If to Buyer:

Norack Marketing LLC
Four Gateway Center
444 Liberty Ave, Suite 1100,
Pittsburgh, PA 15222
Telephone: 412.692.0042
Fax: 866.530.2067
Email: nick@norackmarketing.com
Attn: Nicholas D. E. Barran

With copy to:

Joy From Within LLC
25204 Sandridge Road
Ocean Park, WA 98640
Telephone: 310.862.2282
Fax: 877.889.1817
Email: cora@norackmarketing.com
Attn: Cora Barran

11.3 Entire Agreement. This Asset Purchase Agreement, the Exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

11.4 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by both Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver.

No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

11.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

11.6 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

11.7 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. All claims and disputes arising under or in connection with this Agreement, whether for or in respect of, breach of contract, tort, equity, or otherwise, shall be adjudicated exclusively in federal or state courts located in Santa Clara County, California, and each party waives its right to a trial by jury of any such claims or disputes.

11.9 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

11.10 Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees to be fixed in amount by the Court or the Arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

11.11 Limitation of Liability. BUYER HEREBY RECOGNIZES, ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCE MAY BUYER OR ANY OF ITS AFFILIATES ASSERT ANY CLAIM AGAINST OR SEEK ANY RECOVERY FROM ANY OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF SELLER OR ANY OF THE OFFICERS, DIRECTORS, MEMBERS, AGENTS, MANAGERS, REPRESENTATIVES OR EMPLOYEES OF ANY MEMBER OR AFFILIATE OF SELLER ON ACCOUNT OF ANY ACTION OR INACTION OR FOR ANY REASON WHATSOEVER RELATING

TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, AS A RESULT OF, ARISING OUT OF, OR IN ANY WAY RELATING TO ANY BREACH OF ANY REPRESENTATION, WARRANTY AGREEMENT OR COVENANT MADE BY OR TO BE PERFORMED BY SELLER UNDER THIS AGREEMENT.

11.12 Limitation of Remedy in Favor of Buyer. BUYER HEREBY AGREES THAT ITS SOLE REMEDY RESULTING FROM ANY BREACH OF ANY REPRESENTATION(S) OR WARRANTY(IES) PROVIDED BY SELLER HEREIN IS TO ASSERT A GENERAL UNSECURED CLAIM AGAINST SELLER'S ASSIGNMENT ESTATE FOR DAMAGES INCURRED BY BUYER AS A RESULT OF SUCH BREACH, WITH ANY SUCH CLAIM, TO THE EXTENT AGREED TO BY SELLER OR ALLOWED BY A COURT OF LAW, TO BE TREATED IN THE SAME MANNER AS ALL OTHER GENERAL UNSECURED CLAIMS ASSERTED AGAINST SELLER'S ASSIGNMENT ESTATE. BUYER HEREBY FURTHER AGREES THAT UNDER NO CIRCUMSTANCE MAY ANY SUCH CLAIM(S) ASSERTED BY BUYER EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE OR BE ASSERTED AFTER THE ASSIGNMENT ESTATE'S CLAIMS BAR DATE, WHICH IS April 26, 2016.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

BUYER:

MWC (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of (a) Stresscenter Holdings, LLC, (b) Midwest Center for Stress and Anxiety, LLC, (c) Good Living Labs, LLC, and (d) Stresscenter.com, LLC

Joy From Within LLC

By: 

By: _____

Its: MWC

Its: _____

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

MWC (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of (a) Stresscenter Holdings, LLC, (b) Midwest Center for Stress and Anxiety, LLC, (c) Good Living Labs, LLC, and (d) Stresscenter.com, LLC

By: _____

Its: _____

BUYER:

Joy From Within LLC

By:  _____

Its: President _____

EXHIBIT 1

General Assignment

GENERAL ASSIGNMENT

This Assignment is made as of the 29th day of October, 2015, by Stresscenter Holdings, LLC, a Delaware Limited Liability Company, with offices at 12300 Wilshire Blvd, Suite 320, Los Angeles, CA, 90025, hereinafter referred to as "Assignor", to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to

herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or

binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. **Severability.** In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Cooperation.** Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. **Time is of the Essence.** Time is of the essence in the performance of and conditions set forth in this General Assignment.

18. **No Adequate Remedy at Law.** Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

**STRESSCENTER HOLDINGS, LLC, a
Delaware Limited Liability Company,
Assignor**

Federal # 26-3420551

By: Ken Firtel
Its: Authorized Signatory

**MWC (assignment for the benefit of
creditors), LLC, a California limited
liability company, Assignee**

By: [Signature]
Its: MAK

GENERAL ASSIGNMENT

This Assignment is made as of the 29th day of October, 2015, by Stresscenter.com, LLC, a Delaware Limited Liability Company, with offices at 12300 Wilshire Blvd, Suite 320, Los Angeles, CA, 90025, hereinafter referred to as "Assignor", to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to

herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or

binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. **Severability.** In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Cooperation.** Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. **Time is of the Essence.** Time is of the essence in the performance of and conditions set forth in this General Assignment.

18. **No Adequate Remedy at Law.** Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

**STRESSCENTER.COM, LLC, a Delaware
Limited Liability Company, Assignor**

Federal # 47-4318298

By: 
Its: Authorized Signatory

**MWC (assignment for the benefit of
creditors), LLC, a California limited
liability company, Assignee**

By: 
Its: MWC

GENERAL ASSIGNMENT

This Assignment is made as of the 29th day of October, 2015, by Midwest Center for Stress and Anxiety, LLC, a Delaware Limited Liability Company, with offices at 12300 Wilshire Blvd, Suite 320, Los Angeles, CA, 90025, hereinafter referred to as "Assignor", to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to

herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or

binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. **Severability.** In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Cooperation.** Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. **Time is of the Essence.** Time is of the essence in the performance of and conditions set forth in this General Assignment.

18. **No Adequate Remedy at Law.** Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

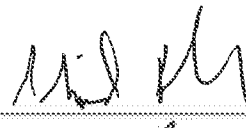
Assignor's Federal Tax I.D. Number:

MIDWEST CENTER FOR STRESS AND ANXIETY, LLC, a Delaware Limited Liability Company, Assignor

Federal # 26-3515218

By: 
Its: Authorized Signatory

MWC (assignment for the benefit of creditors), LLC, a California limited liability company, Assignee

By: 
Its: MWC

GENERAL ASSIGNMENT

This Assignment is made as of the 29th day of October, 2015, by Good Living Labs, LLC, a Delaware Limited Liability Company, with offices at 12300 Wilshire Blvd, Suite 320, Los Angeles, CA, 90025 hereinafter referred to as "Assignor", to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to

herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or

binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. **Governing Law.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. **Severability.** In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Cooperation.** Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. **Time is of the Essence.** Time is of the essence in the performance of and conditions set forth in this General Assignment.

18. **No Adequate Remedy at Law.** Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

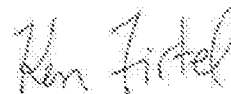
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

**GOOD LIVING LABS, LLC, a Delaware
Limited Liability Company, Assignor**

Federal # 32-0096760

By:

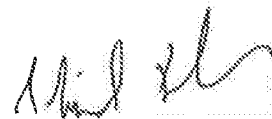


Its:

Authorized Signatory

**MWC (assignment for the benefit of
creditors), LLC, a California limited
liability company, Assignee**

By:



Its:

m.j.f.

EXHIBIT 1.2

PURCHASED ASSETS

Seller is not making any representation, expressed or implied, with regard to the availability of the Purchased Assets due to the additional expenses that may be incurred to retrieve them, expressed or implied liens that may be asserted by vendors, former employees or consultants holding inventory, raw materials or other Purchased Assets. Buyer, at its own expense, may elect to pursue such Purchased Assets or use whatever means necessary to obtain them. Some Purchased Assets described in this Exhibit may contain third-party intellectual property that may have been licensed by, or otherwise acquired, by Assignor. Buyer acknowledges that Seller may be unable to transfer certain intellectual property belonging to a third party without the express written consent of that third party which shall not be obtained or sought by Seller as part of this Agreement. Buyer accepts full responsibility for communicating with any such third parties whose intellectual property may be included in the Purchased Assets and Buyer shall be responsible for paying all licensing fees, costs, expenses, or other charges associated with using such Purchased Assets.

A. ACCOUNTS RECEIVABLE. All accounts receivable of the Company, as reflected in the Moulton database.

B. INVENTORY. All inventory of the Company located at a Moulton warehouse. A listing as of October 14 is as follows (which inventory levels will adjust based on business activities from such date through the closing):


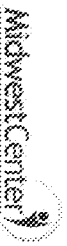
SKU	Description	Units On Hand	Unit Cost
GLD102-1310	SLEEP VITAMIN - 30 DAY SUPPLY	8	2.714
GLD110-1306	SLEEP & RELAXATION 15 CT	52	1.534
GLD110-1310	SLEEP & RELAXATION 15 CT	94	1.534
GLD110-4265	SLEEP & RELAXATION 15 CAPS	215	1.534
GLD110-4460	GILL RESTORE (SLEEP) 15 CT	910	1.534
GLD111-4265	SLEEP & RELAXATION 90CT	11	5.51
GLD111-4460	GILL RESTORE (SLEEP) 90 CT	971	5.51
LARGETRAY	LARGE TRAY	2699	0.161
MWCO100	ATTACKING ANXIETY & DEPRESSION	4950	10.282
MWCO100D	AA&D RETURN/DAMAGED	98	10.129
MWCO100D	AA&D RETURN/DAMAGED	688	10.129
MWCO100-DIP	AA&D DIP	21	10.129
MWCO101	AA&D DELUXE DVD PACK	2014	1.628
MWCO101D	AA&D DELUXE DVD PACK RET/DMG	1144	1.730
MWCO101R	AA&D DELUXE DVD PACK RET/READY	2	1.730
MWCO104	COACHING VOLUME 2 DVD	16	0.540
MWCO105	COACHING VOLUME 3 DVD	19	0.540
MWCO106	AA&D STARTER PACK	943	1.413
MWCO107	AA&D BONUS CD I'LL BE THERE	1377	0.471
MWCO108	AA&D BONUS CD RELAXATION	635	0.471
MWCO109	AA&D BONUS CD FEEL BETTER FAST	2399	0.471
MWCO111	AA&D GUIDEBOOK	540	0.180
MWCO112	AA&D CD 1 SYMPTOMS CAUSES FEAR	879	0.471
MWCO113	AA&D CD 2 PANIC ATTACKS	936	0.471
MWCO114	AA&D CD 3 SELF TALK	1042	0.471
MWCO115	AA&D CD 4 EXPECTATIONS	1512	0.471
MWCO116	AA&D CD 5 EAT & EXERCISE	1845	0.471
MWCO117	AA&D CD 6 STOP BEING ANGRY	1947	0.471
MWCO118	AA&D CD 7 ASSERTIVE BEHAVIOR	1830	0.471
MWCO119	AA&D CD 8 WHAT-IF THINKING	2225	0.471
MWCO120	AA&D CD 9 GUILT & WORRY	2244	0.471
MWCO121	AA&D CD 10 SCARY THOUGHTS	2109	0.471
MWCO122	AA&D CD 11 MEDICATION & ALCOHOL	2210	0.471
MWCO123	AA&D CD 12 COURAGE TO CHANGE	2162	0.471
MWCO124	AA&D CD 13 TIME MANAGEMENT	2251	0.471
MWCO125	AA&D CD 14 STRESS MGMT	2155	0.471
MWCO126	AA&D CD 15 BEYOND GROWTH SPURT	2156	0.471
MWCO128	THE SOLUTION AUDIO KIT	897	4.370
MWCO128-D	THE SOLUTION AUDIO KIT-DAMAGED	391	4.370
MWCO128R	THE SOLUTION AUDIO KIT REPACKG	13567	4.370
MWCO132	AA&D WELCOME CD PACK	1004	0.471
MWCO135	AA&D CD PACK VOLUME 1	98	0.471
MWCO136	AA&D CD PACK VOLUME 2	100	0.471
MWCO137	AA&D CD PACK VOLUME 3	100	0.471
MWCO142	GENERIC CD FOR FREE CD	2500	0.047
MWCO147	AA&D DELUXE *REFURB*	31	8.950
NATO-33797	MWC NATURALS RENEW - 90 CAPS	1120	5.51
NATO-14188-D	RENEW-DAMAGED	55	4.87


C. CONTRACTS

1. Name and Likeness Agreement, dated October 1, 2008, by and between Lucinda Bassett and Midwest Center for Stress & Anxiety, LLC.
2. Intellectual Property Contribution Agreement, dated October 1, 2008, by and between Lucinda Bassett and Midwest Center for Stress & Anxiety, LLC.
3. Master Services Agreement, dated November 22, 2010, by and between Midwest Center for Stress & Anxiety, LLC and Moulton Logistics Management.

D. INTELLECTUAL PROPERTY

TRADEMARK REGISTRATIONS

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
1		85322417 May 17, 2011	4422326 Oct. 22, 2013	5 - Dietary and nutritional supplements; Dietary supplier consumption.	Midwest Center For Stress And Anxiety, LLC
2		85316928 May 10, 2011	4354480 June 18, 2013	5 - Vitamin preparations; Vitamin supplements.	Midwest Center For Stress And Anxiety, LLC
3	MIDWEST CENTER NATURALS	85316918 May 10, 2011	4434037 Nov. 12, 2013	5 - Vitamin preparations; Vitamin supplements.	Midwest Center For Stress And Anxiety, LLC
4	ATTACKING ANXIETY &	78356775 Jan 23, 2004	2991870 Sept. 6, 2005	9 - Pre-recorded audio and video recordings featuring self-improvement and self-awareness programs.	Midwest Center For Stress And

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
	DEPRESSION			16 - Printed educational materials featuring self-improvement and self-awareness programs	Anxiety, LLC
5	THE SOLUTION BY LUCINDA BASSETT	77616602 Nov. 18, 2008	3825910 July 27, 2010	9 - Video tapes, audio tapes, CDs on the subject of stress and worry reduction, and mental health. 16 - books and pamphlets on the subject of stress and worry reduction, and mental health	Midwest Center For Stress And Anxiety, LLC
6	LUCINDA BASSETT	76621159 Nov. 18, 2004	3395274 March 11, 2008	9 - Kits consisting primarily of prerecorded audio recordings but also containing any combination of workbooks, printed educational and motivational materials, motivational cards, newsletters, and information on a network of health care providers, all in fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; and prerecorded audio recordings in the fields of self-help and self-awareness for coping with anxiety, depression, stress, obesity, substance abuse, and insomnia. 16 - Workbooks and printed educational and motivational materials in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.	Midwest Center For Stress And Anxiety, LLC
7	 Midwest Center For Stress and Anxiety, Inc.	76649767 Oct. 27, 2005	3330113 Nov. 6, 2007	35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; referral services in the	Midwest Center For Stress And Anxiety, LLC

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
				<p>field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>38 - Providing online chat rooms and hosted forums for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>41 - Providing a television program in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; providing educational testing services online in the field of stress for educational and motivational purposes; providing online newsletters and online archives of newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; and educational services, namely, providing a subscription-based online multi-week program of audio and video recordings and online educational and motivational materials; all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>45 - Providing online motivational information in the field of self-help and personal empowerment subject matters; and providing motivational information through streaming audio online in the nature of sound bites and via e-mail in the fields of self-help and self-</p>	

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
8	MIDWEST CENTER	76621157 Nov. 18, 2004	3155634 Oct. 17, 2006	<p>9 - Kits consisting of prerecorded audio and video recordings as primary components and featured in combination with workbooks, printed educational and motivational materials in the nature of motivational cards, printed informational materials on a network of health care providers, and newsletters, all in fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; and prerecorded audio and video recordings in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>16 - Workbooks and printed educational and motivational materials in the nature of motivational cards all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; motivational cards; and newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; referral services in the field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>38 - Providing online chat rooms and hosted forums</p>	Midwest Center For Stress And Anxiety, LLC

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
9	ATTACKING ANXIETY & DEPRESSION	76621123 Nov. 17, 2004	3152530 Oct. 10, 2006	<p>for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>41 - Personal coaching services in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing a television programing the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing educational testing services online in the field of stress for educational and motivational purposes; providing online newsletters and online archives of newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>45 - Providing online motivational information in the field of self-help and personal empowerment subject matters; and providing educational and motivational information through streaming audio online in the nature of sound bites and via e-mail in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p>	Midwest Center For Stress And Anxiety, LLC

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
				<p>35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; referral services in the field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>38 - Providing online chat rooms and hosted forums for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>41 - Personal coaching services in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing a television program in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing educational testing services online in the field of stress for educational and motivational purposes; and providing online newsletters and online archives of newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>45 - Providing online motivational information in the field of self-help and personal empowerment subject matters; and providing educational and motivational information through streaming audio online in the nature of sound bites and via e-mail in the fields of self-help and self-awareness for coping with anxiety,</p>	

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class	Owner
10	ATTACKING STRESS	75209892 Dec. 9, 1996	2296386 Nov. 30, 1999	9 - Pre-recorded video and audio cassettes featuring self-help and self-awareness programs. 16 - Printed educational materials featuring self-help and self-awareness programs.	Midwest Center For Stress And Anxiety, LLC
11	GOOD DAYS	76572951 Jan. 29, 2004	3047526 Jan. 24, 2006	5 - Nutritional supplements; herbal supplements; dietary supplements; vitamin, mineral and botanical supplements.	Good Living Labs, LLC

COPYRIGHT REGISTRATIONS

No.	Title	Reg. No. Reg. Date	Owner
1	Attacking Anxiety	SR0000101312 Feb. 13, 1989	Midwest Center for Stress & Anxiety, LLC
2	Attacking Anxiety and Depression	SR0000292103 Dec. 8, 2000	Midwest Center for Stress & Anxiety, LLC
3	The anxiety and depression personal coaching manual. attacking anxiety and depression / developed by Carolyn Dickman and Darla VanHorn	TX0005594986 August 16, 2001	Midwest Center for Stress & Anxiety, LLC
4	Midwest Center for agoraphobia/anxiety.	SR0000081274 Nov. 3, 1986	Midwest Center for Stress & Anxiety, LLC
5	The Solution	TX0007334836 March 9, 2011	Midwest Center for Stress and Anxiety, LLC

DOMAIN NAMES

Domain Name

GOODLIVINGLABS.COM
midwestcenter.com
stresscenter.com

See others below

Expiration Date

10/22/2015
9/26/2016
5/1/2017

stevens-awards.com

stevens-awards.com

stevens-awards.com

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E. OTHER ASSETS

1. Creative Assets. (a)(1) 30 minute infomercial entitled “Attacking Anxiety 18R2-REV” and (2) 5 minute short form spot and the underlying creative assets associated with the creation of such creative and (b) any other creative located on the hard drive containing the creative assets of the Company.
2. Customer Database. SQL customer database hosted on Amazon Web Services.
3. 1-800 Numbers. See attached Excel schedule of 1-800 numbers.

DNIS

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SCHEDULE 3.1

ASSUMED LIABILITIES

1. Name and Likeness Agreement, dated October 1, 2008, by and between Lucinda Bassett and Midwest Center for Stress & Anxiety, LLC.
2. Intellectual Property Contribution Agreement, dated October 1, 2008, by and between Lucinda Bassett and Midwest Center for Stress & Anxiety, LLC.
3. Master Services Agreement, dated November 22, 2010, by and between Midwest Center for Stress & Anxiety, LLC and Moulton Logistics Management.

SCHEDULE 5.4

LITIGATION

1. Midwest Center for Stress & Anxiety, LLC has been sued in Evans and Gordon v. Midwest Center for Stress and Anxiety, LLC, a putative class action under the Telephone Consumer Protection Act (“TCPA”), pending in the Eastern District of California. Midwest has reviewed its records and those of its vendor (ELeventy), and those records state that Evans and Gordon consented to receive calls from an autodialer, and that all opt-out requests were honored, so Midwest Center for Stress & Anxiety, LLC disputes liability.
2. Midwest Center for Stress & Anxiety, LLC has received demand letters from Craig Hendrickson and Darlene Ward, demanding \$15,000 and \$7,000, respectively, relating to compliance with TCPA. Midwest Center for Stress & Anxiety, LLC is investigating the source of these leads, but its understanding is that they were also sourced in compliance with the TCPA, and Midwest Center for Stress & Anxiety, LLC plans to dispute such demands.
3. Ifficient, a coreg lead supplier, has sued Midwest Center for Stress & Anxiety, LLC in Colorado state court for collection of approximately \$70,000 in outstanding invoices. Due to issues with the agent for service of process, Ifficient has sought a default judgement. At last communication (late September), Ifficient was demanding \$40,000-\$50,000 (depending on payment terms) to resolve the issue.
4. Midwest Center for Stress & Anxiety, LLC and Good Living Labs, LLC are not current on sales, payroll and other taxes. Any balance for which there is a lien filed shall be paid off prior to the Closing.

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Good Living Labs, LLC, a Delaware Limited Liability Company ("**Company**"), with its principal place of business located at 12300 Wilshire Blvd., Suite 320, Los Angeles, California 90025, pursuant to an assignment for the benefit of creditors has transferred its entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below) to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Good Living Labs, LLC ("**Seller**");

WHEREAS, Seller has sold the Trademarks and Trademark Applications and certain other assets (collectively, the "**Purchased Assets**") to Joy From Within LLC., having a principal place of business at 25204 Sandridge Road, Ocean Park, WA 98640 ("**Buyer**") by and pursuant to that certain Asset Purchase Agreement, dated as of October 29, 2015, by and between Seller and Buyer (the "**Purchase Agreement**").

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the Purchase Price paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, Seller's entire right, title, and interest in and to all trademarks and trademark applications of the Company, including without limitation those listed on Schedule A hereto, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "**Trademarks and Trademark Applications**"); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of the Company in connection with which the aforesaid Trademarks and Trademark Applications have been used.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this 29th day of October, 2015.

SELLER: MWC (assignment for the benefit of creditors), LLC,
solely as assignee for the benefit of creditors of Good Living Labs, LLC

By: [Signature]
Name: Michael A. Miran
Title: Mgr.

State of _____)
County of _____) ss

On this _____ day of October, 2015, before me appeared _____, to me personally known who, being duly sworn, did depose and say that he is the Managing Member of MWC (assignment for the benefit of creditors), LLC, a California limited liability company, each of which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of each of said corporate entities; and said _____ acknowledged said instrument to be the free and authorized act and deed of each of said corporate entities.

Notary Public
My Commission Expires: _____

Schedule A

Trademarks

GOOD DAYS	76572951 Jan. 29, 2004	3047526 Jan. 24, 2006	5 - Nutritional supplements; herbal supplements; dietary supplements; vitamin, mineral and botanical supplements.
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

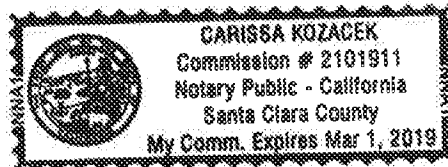
On October 29 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A Maidu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

WHEREAS, Midwest Center for Stress and Anxiety, LLC, a Delaware Limited Liability Company ("*Company*"), with its principal place of business located at 12300 Wilshire Blvd., Suite 320, Los Angeles, California 90025, pursuant to an assignment for the benefit of creditors has transferred its entire right, title and interest in and to the Trademarks and Trademark Applications and Copyrights (as defined below) to MWC (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Midwest Center for Stress and Anxiety, LLC ("*Seller*");

WHEREAS, Seller has sold the Trademarks and Trademark Applications and Copyrights and certain other assets (collectively, the "*Purchased Assets*") to Joy From Within LLC., having a principal place of business at 25204 Sandridge Road, Ocean Park, WA 98640 ("*Buyer*") by and pursuant to that certain Asset Purchase Agreement, dated as of October 29, 2015, by and between Seller and Buyer (the "*Purchase Agreement*").


WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the Purchase Price paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over unto Buyer, its successors and assigns, Seller's entire right, title, and interest in and to all trademarks and trademark applications and Copyrights of the Company, including without limitation those listed on Schedule A hereto, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "*Trademarks and Trademark Applications and Copyrights*"); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications and Copyrights, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of the Company in connection with which the aforesaid Trademarks and Trademark Applications and Copyrights have been used.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this 29th day of October, 2015.

SELLER: MWC (assignment for the benefit of creditors), LLC,
solely as assignee for the benefit of creditors of Midwest Center for Stress and Anxiety, LLC

By: 
Name: Michael A. Mayo
Title: Mgr.

State of _____)
County of _____) ss


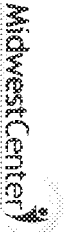
On this _____ day of October, 2015, before me appeared _____, to me personally known who, being duly sworn, did depose and say that he is the Managing Member of MWC (assignment for the benefit of creditors), LLC, a California limited liability company, each of which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of each of said corporate entities; and said _____ acknowledged said instrument to be the free and authorized act and deed of each of said corporate entities.


Notary Public _____
My Commission Expires: _____

Schedule A

Trademarks

TRADEMARK REGISTRATIONS

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class
1		85322417 May 17, 2011	4422326 Oct. 22, 2013	5 - Dietary and nutritional supplements; Dietary supplements for human consumption.
2		85316928 May 10, 2011	4354480 June 18, 2013	5 - Vitamin preparations; Vitamin supplements.
3	MIDWEST CENTER NATURALS	85316918 May 10, 2011	4434037 Nov. 12, 2013	5 - Vitamin preparations; Vitamin supplements.
4	ATAACKING ANXIETY & DEPRESSION	78356775 Jan 23, 2004	2991870 Sept. 6, 2005	9 - Pre-recorded audio and video recordings featuring self-improvement and self-awareness programs. 16 - Printed educational materials featuring self-improvement and self-awareness programs
5	THE SOLUTION BY LUCINDA BASSETT	77616602 Nov. 18, 2008	3825910 July 27, 2010	9 - Video tapes, audio tapes, CDs on the subject of stress and worry reduction, and mental health. 16 - books and pamphlets on the subject of stress and worry reduction, and mental health
6	LUCINDA BASSETT	76621159 Nov. 18, 2004	3395274 March 11, 2008	9 - Kits consisting primarily of prerecorded audio recordings but also containing any combination of workbooks, printed educational and motivational materials, motivational cards, newsletters, and information on a network of health care providers, all in fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; and prerecorded audio recordings in the

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class
7		76649767 Oct. 27, 2005	3330113 Nov. 6, 2007	<p>fields of self-help and self-awareness for coping with anxiety, depression, stress, obesity, substance abuse, and insomnia.</p> <p>16 - Workbooks and printed educational and motivational materials in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; referral services in the field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>38 - Providing online chat rooms and hosted forums for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>41 - Providing a television program in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; providing educational testing services online in the field of stress for educational and motivational purposes; providing online newsletters and online archives of newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia; providing a subscription-based online multi-week program of audio and video recordings and online educational and motivational materials, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>45 - Providing online motivational information in the field of self-help and personal empowerment subject matters; and providing motivational</p>

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class
8	MIDWEST CENTER	76621157 Nov. 18, 2004	3155634 Oct. 17, 2006	<p>information through streaming audio online in the nature of sound bites and via e-mail in the fields of self-help and self-awareness for coping with anxiety, depression, stress, panic, obesity, substance abuse, and insomnia.</p> <p>9 - Kits consisting of prerecorded audio and video recordings as primary components and featured in combination with workbooks, printed educational and motivational materials in the nature of motivational cards, printed informational materials on a network of health care providers, and newsletters, all in fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; and prerecorded audio and video recordings in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>16 - Workbooks and printed educational and motivational materials in the nature of motivational cards all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; motivational cards; and newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; referral services in the field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>38 - Providing online chat rooms and hosted forums for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>41 - Personal coaching services in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing a television programing the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic;</p>

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class
9	ATTACKING ANXIETY & DEPRESSION	76621123 Nov. 17, 2004	3152530 Oct. 10, 2006	<p>16 - Workbooks and printed educational and motivational materials in the nature of motivational cards all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; motivational cards; and newsletters in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>35 - Online retail store services featuring books, audio books, prerecorded audio recordings, prerecorded video recordings, prerecorded music recordings, all in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; referral services in the field of a network of health care providers in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>38 - Providing online chat rooms and hosted forums for transmission of messages among computer users concerning peer, educational, and motivational support in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.</p> <p>41 - Personal coaching services in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing a television program in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic; providing educational testing services online in the field of stress for educational and motivational purposes; and providing online newsletters and online archives of newsletters in the fields of self-help</p>

No.	Mark	App. No. App. Date	Reg. No. Reg. Date	Class
10	ATTACKING STRESS	75209892 Dec. 9, 1996	2296386 Nov. 30, 1999	9 - Pre-recorded video and audio cassettes featuring self-help and self-awareness programs. 16 - Printed educational materials featuring self-help and self-awareness programs.
				and self-awareness for coping with anxiety, depression, stress, and panic. 45 - Providing online motivational information in the field of self-help and personal empowerment subject matters; and providing educational and motivational information through streaming audio online in the nature of sound bites and via e-mail in the fields of self-help and self-awareness for coping with anxiety, depression, stress, and panic.

COPYRIGHT REGISTRATIONS

No.	Title	Reg. No. Reg. Date
1	Attacking Anxiety	SR0000101312 Feb. 13, 1989
2	Attacking Anxiety and Depression	SR0000292103 Dec. 8, 2000
3	The anxiety and depression personal coaching manual: attacking anxiety and depression / developed by Carolyn Dickman and Darla VanHorn	TX0005594986 August 16, 2001
4	Midwest Center for agoraphobia/anxiety.	SR0000081274 Nov. 3, 1986
5	The Solution	TX0007334836 March 9, 2011

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

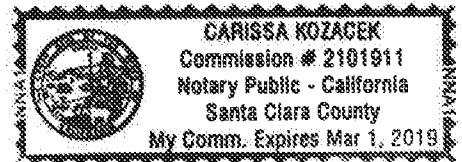
On October 29 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Mady
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of October 29, 2015 (the "Effective Date"), by and between MWC (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of (a) Stresscenter Holdings, LLC, (b) Midwest Center for Stress and Anxiety, LLC, (c) Good Living Labs, LLC, and (d) Stresscenter.com, LLC (the "Seller"), and Joy From Within LLC a Delaware limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of October 29, 2015 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of Seller's right, title and interest in and to the Purchased Assets.

2. Assumption of Assumed Liabilities. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, in partial consideration for such transfer of the Purchased Assets by Seller to Buyer, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. Cooperation. Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

4. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

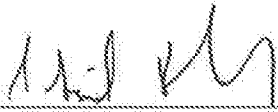
IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

BUYER:

MWC (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of (a) Stresscenter Holdings, LLC,
(b) Midwest Center for Stress and Anxiety, LLC,
(c) Good Living Labs, LLC, and
(d) Stresscenter.com, LLC,

Joy From Within LLC

By:  _____

By: _____

Its:  _____

Its: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

MWC (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of (a) Stresscenter Holdings, LLC,
(b) Midwest Center for Stress and Anxiety, LLC,
(c) Good Living Labs, LLC, and
(d) Stresscenter.com, LLC,

By: _____

Its: _____

BUYER:

Joy From Within LLC

By:  _____

Its: President _____

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of October 29, 2015 (the "Effective Date"), by and between MWC (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of (a) Stresscenter Holdings, LLC, (b) Midwest Center for Stress and Anxiety, LLC, (c) Good Living Labs, LLC, and (d) Stresscenter.com, LLC (the "Seller"), and Joy From Within LLC a Delaware limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of October 29, 2015 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Sale and Assignment of Purchased Assets. Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of Seller's right, title and interest in and to the Purchased Assets.

2. Assumption of Assumed Liabilities. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, in partial consideration for such transfer of the Purchased Assets by Seller to Buyer, Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. Cooperation. Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

4. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

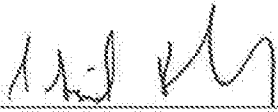
IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

BUYER:

MWC (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of (a) Stresscenter Holdings, LLC,
(b) Midwest Center for Stress and Anxiety, LLC,
(c) Good Living Labs, LLC, and
(d) Stresscenter.com, LLC,

Joy From Within LLC

By:  _____

By: _____

Its:  _____

Its: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

MWC (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of (a) Stresscenter Holdings, LLC,
(b) Midwest Center for Stress and Anxiety, LLC,
(c) Good Living Labs, LLC, and
(d) Stresscenter.com, LLC,

By: _____

Its: _____

BUYER:

Joy From Within LLC

By:  _____

Its: President _____