

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.A. Weight Loss Centers, Inc.		08/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kelly Pioneer Group, Inc.		
Street Address:	1201 Pennsylvania Avenue, NW, Suite 300		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20004		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76620507	THE LOOP	
CORRESPONDENCE DATA			
Fax Number:	(650)213-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-812-1326		
Email:	lfranco@manatt.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	1001 Page Mill Road, Building 2		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	23632-030-218		
NAME OF SUBMITTER:	Laura M. Franco, Esq.		
Signature:	/Laura M. Franco/		
Date:	10/20/2006		

CH \$40.00 76620507

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "Agreement") is made as of the 29th day of August, 2006 (the "Effective Date"), by and between L.A. Weight Loss Centers, Inc., a Delaware Corporation, with a place of business at 747 Dresher Road, Suite 100 Horsham, Pennsylvania 19046 ("Assignor") and Kelly Pioneer Group, Inc., a New York corporation having a place of business at 1201 Pennsylvania Avenue, NW, Suite 300, Washington, D.C. 20004, acting as agent for an undisclosed principal ("Assignee").

WHEREAS Assignor is the owner of the following Trademark (the "Trademark") and the corresponding United States Trademark Application (the "Application"):

Trademark	Application No.	Filing Date
THE LOOP	76/620,507	November 15, 2004

AND WHEREAS Assignor wishes to assign the Trademark and the Application, and all rights, title, interest and goodwill inherent in the Trademark, the Application and that portion of Assignor's business which is associated with the trademark to the Assignee

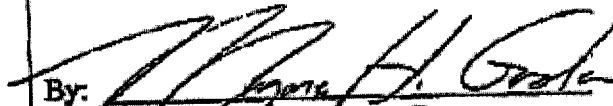
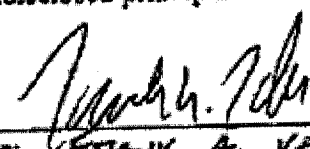
AND WHEREAS Assignee desires to accept the assignment of the Trademark and the Application:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Assignor and Assignee agree to the following terms and conditions:

- 1. Assignment.** Assignor hereby assigns, transfers and conveys, as of the Effective Date hereof, all rights, including common law rights, title, interest and goodwill inherent in the Trademark, the Application and that portion of ASSIGNOR's business which is associated with the Trademark in the United States of America and all other countries of the world. Assignor hereby covenants and agrees that it will cooperate with Assignee to execute and deliver such other documents, and to do such further acts, as may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of the Trademark and the Application.
- 2. Warranties.** Assignor warrants and represents that it claims ownership rights in the Trademark and in the Application and authority to make this Assignment of the Trademark and Application.
- 3. Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 4. Entire Assignment.** This Assignment sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Assignment. This Assignment may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.

5. **Anonymity of Assignee:** Assignor agrees to the anonymity of the Assignee prior to Assignor's execution of this Agreement, and binds itself through this Agreement regardless of the identity of Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the Effective Date hereof.

<p>L.A. Weight Loss Centers, Inc.</p> <p>By: </p> <p>Name: <u>MARJORIE H. GORDON</u></p> <p>Title: <u>GENERAL COUNSEL</u></p>	<p>Kelly Pioneer Group, Inc., acting as agent for an undisclosed principal</p> <p>By: </p> <p>Name: <u>FRANK A. KELLE</u></p> <p>Title: <u>PRESIDENT</u></p>
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