

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twenty First Century Group, Inc.		10/22/2004	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heart & Soul Enterprises, LLC		
<b>Street Address:</b>	2514 Maryland Avenue		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21218		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1802718	HEART & SOUL	
<b>Registration Number:</b>	2499734	THE HEART AND SOUL EXCLUSIVE SPA TOUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)749-1301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-749-1300		
<b>Email:</b>	tcotmdkt@gtlaw.com		
<b>Correspondent Name:</b>	Steven J. Wadyka, Jr.		
<b>Address Line 1:</b>	Greenberg Traurig, LLP3		
<b>Address Line 2:</b>	1750 Tysons Boulevard, Suite 1200		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	105768.010100		
<b>NAME OF SUBMITTER:</b>	Steven J. Wadyka, Jr.		
<b>Signature:</b>	/steven j. wadyka, jr./		

CH \$65.00 1802718

Date:

10/10/2007

**Total Attachments: 21**

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**AGREEMENT FOR SALE OF ASSETS**

THIS AGREEMENT FOR SALE OF ASSETS, made this 27 day of October 2004, by and between **TWENTY FIRST CENTURY GROUP, INC.**,  
a  
**Maryland Corporation**, hereinafter collectively referred to as the Seller(s), and  
**HEART & SOUL ENTERPRISES, LLC**, a **Maryland Limited Liability Company**,  
hereinafter collectively referred to as the Buyer(s).

**WITNESSETH**

WHEREAS, Seller, on or about, August 31, 2004, purchased the following magazines: *Heart & Soul*, *Heart & Soul Body Clinic* (hereinafter "magazines") and certain assets related thereto as described in Exhibit A hereto (hereinafter "acquired assets.")

WHEREAS, Seller is desirous of selling all of the acquired assets; and,

WHEREAS, Buyer is desirous of purchasing the acquired assets.

NOW THEREFORE, in consideration of these premises, the terms and conditions set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

*E.V.A.*  
**1. PURCHASE OF ACQUIRED ASSETS:** Seller(s) shall sell to Buyer(s) and Buyer(s) shall purchase from Seller(s), the acquired assets itemized in EXHIBIT A hereto.

**2. PURCHASE PRICE COMPUTATION:** Effective upon the closing date described herein, Buyer shall forgive the loan made to Seller to purchase the acquired assets and shall assume the remaining subscriber liabilities.

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B. The purchase price of \_\_\_\_\_ shall be allocated in the same manner as the original purchase agreement between Seller VANGUARDE MEDIA, INC.

**3. PAYMENT OF PURCHASE PRICE:** The purchase price shall be paid as follows: The loan shall be forgiven and the liabilities assumed upon closing of this transaction.

**4. OTHER BUSINESS INTERESTS:** Intentionally omitted.

**5. CONTINGENCIES:** None.

**6. CLOSING:** Closing shall take place on October 27, 2004, at the office of

Twenty First Century Group, Inc., One North Charles Street, 25<sup>th</sup> Floor, Baltimore, Maryland 21202.

**7. REPRESENTATIONS AND WARRANTIES OF SELLER:** As material inducement to Buyer(s) to enter into this Agreement and to close hereunder, Seller(s) hereby makes the following representations and warranties to and with Buyer(s):

A. All of the assets to be sold by Seller(s) hereunder are owned solely by Seller(s), or Seller(s) have the absolute right and power to sell same, and all of such assets are presently or will be at the time of settlement free and clear of all liens, pledges, mechanics liens, security interests, restrictions, rights of others, encumbrances and claims of any kind, except those obligations as set forth on Exhibit B which shall be paid by Seller(s) at or prior to settlement. Seller(s) agree to save harmless Buyer(s) from any claims or debts arising out of said business prior to the time of settlement.

B. To the best of Seller(s) knowledge, it has complied with all applicable laws, rules and regulations of the County, State and Federal Governments.

C. All of Seller(s) other miscellaneous licenses and permits necessary to conduct the above described business are valid and in good standing.

D. Seller(s) agrees to comply with provisions of the Maryland Annotated Code, Commercial Law Title, Bulk Transfer Act, Section 6-131, et seq, attached hereto and made a part hereof as Exhibit B, setting forth on the list attached to the Affidavit the name, address and amount due all creditors. In the event any such creditors are not paid prior to settlement, then Seller(s) acknowledge that they will pay the creditor at the time of settlement and Seller(s) further authorize the settlement agent to deduct from the Seller(s) proceeds at settlement all sums necessary to satisfy said obligations.

E. Seller(s) represents that Seller(s) have paid all Federal tax, State tax, Retail Sales tax, and any other tax applicable to the operation of the business through the date of settlement, and that Seller(s) will be responsible for any payment of same up through the date of settlement.

F. Seller(s) warrant that Seller(s) have authority to enter into this Contract and to fulfill all requirements and obligations of the Contract. That Seller(s) corporation is a legally valid corporation duly licensed under the laws of the State of Maryland whose Charter is in good standing as the date hereof. Seller(s) further warrant that prior to the time of settlement they will provide a resolution by the Board of Directors of the Seller(s) corporation authorizing the transfer as described herein.

G. Seller(s) warrant that at the time of settlement all equipment listed on schedule A as referenced herein shall be in good working order.

H. Intellectual Property: (I) For purposes of this Agreement, "Intellectual Property" means, solely with respect to the Publications, all intellectual property owned or licensed (as licensor or licensee) by Seller, including but not limited to all (i) United States and foreign patents, patent applications and the inventions, designs and improvements described and claimed therein, and other patent rights (including the

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divisions, continuations, continuations-in-part, substitutions, or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended, modified, withdrawn or resubmitted), (ii) inventions, whether or not patentable, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, (iii) United States and foreign trademarks, service marks, trade dress, logos, trade names (including but not limited to, "Heart & Soul; Heart & Soul Body Clinic"; and "The Heart and Soul Exclusive Spa Tour"), corporate and company names, and Internet domain names, whether or not registered, including all common law rights therein, and registrations and applications for registration thereof (collectively, "Trademarks"), (iv) United States and foreign copyrights (whether registered or not) and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions, (v) computer software, including, without limitation, source code, object code, operating systems and specifications, data, data bases, files, documentation and other materials related thereto, (vi) trade secrets and confidential, technical or business information (including ideas, formulas, compositions, internal processes and procedures) (collectively, "Confidential Information"), (vii) whether or not confidential, technology (including know-how and show-how), production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (viii) copies and tangible embodiments of all the foregoing, in whatever form or medium, and (ix) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement or other violation of any of the rights hereinabove set out. Intellectual Property includes, without limitation, the Seller's subscriber lists (including past subscriber lists), mailing lists, and all information, including files and databases, relating to such past, present and prospective subscribers (and customers) to the Publications, advertiser lists (including name, address and contact person) of all advertisers and prior advertisers, and other proprietary or confidential information used in or relating to the Publications, to the extent protectible under any federal, state or foreign law.

(2) Each item of Intellectual Property owned or used by Seller in the operation of the Seller's business in connection with the Publications will be owned or available for use by the Buyer on identical terms and conditions immediately following the Closing. The Seller has taken reasonable measures to protect the proprietary nature of each item of Intellectual Property and to maintain in confidence all Confidential Information that it owns or uses. To the actual knowledge of Seller, no person or entity is infringing, violating or misappropriating any of the Intellectual Property that the Seller owns in violation of Seller's rights.

(3) None of the activities or businesses conducted by the Seller infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of) any Intellectual Property rights of any other person or entity. The Seller has not received any complaint, claim or written notice alleging any such infringement, violation or misappropriation, and to the actual knowledge of Seller,

them is no basis for any such complaint, claim or notice.

(4) Schedule 1(c) identifies each (i) patent, Trademark and registered copyright that has been issued to the Seller relating to the Publications and (ii) pending patent application or application for Trademark or copyright registration that has been made by the Seller relating to the Publications. Seller will deliver to Buyer correct and complete copies of all such patents, Trademarks, registered copyrights, patent applications, applications for Trademarks and copyright registrations, as listed in Schedule 1(c), and will specifically identify and make available to Buyer correct and complete copies of all other written documentation, if any, evidencing ownership of, and any claims or disputes relating to, each such item to the extent such documentation is in Seller's possession.

(5) With respect to each item of Intellectual Property that Seller owns:

(i) the Seller possesses all right, title and interest in and to such item;

(ii) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction; and

(iii) the Seller has not agreed to indemnify any person or entity from or against any infringement, misappropriation or other conflict with respect to such item.

**1. AS IS SALE: Except as expressly provided herein, the purchase and sale of the acquired assets is "AS-IS" & "WHERE-IS" with all faults in all respects.**

## **8. REPRESENTATIONS AND WARRANTIES OF BUYER(s):**

A. Buyer(s) warrant that Buyer(s) have authority to enter into this contract and to fulfill as requirements and obligations of the contract. That Buyer(s) LLC is a legally valid LLC duly licensed under the laws of the state of Maryland whose charter is in good standing as the date hereof. Buyer(s) further warrant that prior to the time of settlement they will provide a resolution of the members of the LLC authorizing the transfer as described herein

## **9. DEFAULT; TERM AND TERMINATION**

(1) Breach by Seller. If Seller shall fail to perform any of its obligations hereunder, and such failure shall continue for five (5) business days after notice thereof in writing from Buyer, (or if a longer period is reasonably necessary to cure such default, if Seller does not commence such cure within such five (5) business day period and diligently pursue such cure to completion within a reasonable period as determined in good faith by Buyer and Seller), then Buyer may, at Buyer's option by written notice delivered to Seller (a) without terminating this Agreement, pursue any or all of its rights under this Agreement or available in law or in equity, or (b) terminate this Agreement, in which event the Good Faith Deposit paid to Seller shall be returned to Buyer.

(2) **Breach by Buyer.** If Buyer shall fail to perform any of its obligations hereunder, and such failure shall continue for five (5) business days after notice thereof in writing from Seller, (or if a longer period is reasonably necessary to cure such default, if Buyer does not commence such cure within such five (5) business day period and diligently pursue such cure to completion within a reasonable period as determined in good faith by Buyer and Seller), then Seller may, at Seller's option by written notice delivered to Buyer (a) without terminating this Agreement, pursue any or all of its rights under this Agreement or available in law or in equity, or (b) terminate this Agreement and retain the Good Faith Deposit as liquidated damages.

(3) **Withholding of Delivery.** If Buyer fails to comply with the terms of payment hereunder, in addition to its other rights and remedies, Seller reserves the right to withhold delivery of the Acquired Assets, or any portion thereof, until payment is made in accordance herewith or terminate this Agreement and all of Buyers rights hereunder.

(4) **Failure to Satisfy Closing Conditions.** Intentionally omitted.

(5) **Effect of Termination.** Each party's right of termination under Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section and Article 17 will survive.

(6) **Survival.** The representations, warranties covenants and obligations contained in or made pursuant to this Agreement will survive the Closing.

**10. ADJUSTMENTS:** Intentionally omitted.

**11. BROKERAGE COMMISSION:** Each of the parties acknowledges and agrees that they have not contracted with or agreed with any person firm or entity which would require the payment of any commission or fee as a result of the purchase as described in this Agreement.

**12. ATTORNEY'S FEES:**

**13. BILL OF SALE:** At the time of settlement hereunder and payment of all of the purchase moneys, Seller(s) covenant and agree to execute and deliver unto Buyer(s) a Bill of Sale transferring unto Buyer(s) good and merchantable title to all assets, equipment and licenses this date sold which Bill of Sale shall be executed by Seller(s) under Affidavit

**14. TAXES:** Buyer(s) covenant and agree that Buyer(s) will pay any sales tax which may be levied by the State of Maryland with respect to this transfer.

**15. ARTICLES OF TRANSFER:** Seller(s) covenant and agree that Seller(s) will deliver at the time of settlement, at Seller(s)s expense, Articles of Transfer in accordance with the

Annotated Code of the Public General Laws of Maryland.

**16. TIME:** Time shall be of essence in this Agreement.

**17. GENERAL:**

**A. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, personal representatives, successors and assigns.

**B. FURTHER ASSURANCES:** The parties agree to promptly execute and deliver all such other instruments and take all such other actions as may be reasonably required from time to time to effectuate the purposes of this Agreement and in order to vest and confirm in Buyer unencumbered title and to effectuate the transaction provided herein, and to properly secure Buyer(s) obligation to Seller(s) herein.

**C. ENTIRE AGREEMENT:** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understanding between the parties hereto and supersedes all prior and contemporaneous agreements, and understanding, inducements and conditions, expressed or implied, or written, except as herein contained. This Agreement may not be modified other than by written instruments signed by the parties thereto.

The parties agree that the covenants, conditions, and obligations imposed by this Agreement shall survive settlement hereunder.

**D. JURISDICTION, VENUE, CHOICE OF LAW:** The parties agree that in the event it is necessary to file suit to enforce any provision of this agreement, the Courts of Baltimore County, Maryland shall be the sole and exclusive venue for such a suit. The parties waive all rights to a trial by jury of any dispute arising out of this agreement. The parties agree that this agreement shall be construed according to the laws of the State of Maryland.

**E. THIRD PARTY RIGHTS:** This agreement is not intended and shall not be construed to create any rights in any parties other than Buyer(s) and Seller(s.) No person shall assert any rights as a third-party beneficiary.

**F. EXHIBITS:** The exhibits attached hereto are incorporated into this agreement and shall be deemed a part hereof

**G. EXPENSES.** Except as specifically set forth elsewhere herein and except that a party not in breach of this Agreement shall be entitled to recover from a breaching party all expenses and costs incurred by the non-breaching party by reason of such breach (including, without limitation all reasonable actual attorneys' fees, experts' fees, legal expenses and costs), each of the parties hereto shall pay its own expenses and costs incurred or to be incurred by it in negotiating, closing and carrying out this Agreement.

**H. NOTICES.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) the next business day after being sent by facsimile (with receipt confirmed), or (iii) when received by the addressee, if sent by Express Mail, Federal Express or other express



delivery service (receipt requested), in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address or facsimile number shall be effective only upon receipt thereof):

If to Seller:

Twenty First Century Group, Inc.  
1 N. Charles Street, Suite 2500  
Baltimore, MD 21202  
Fax: (410) 576-8298  
Attn. Adrian Harpool  
E-mail: aharpool@centgroup.com

If to Buyer:

Heart & Soul Enterprises, LLC  
1 N. Charles Street, Suite 2500  
Baltimore, Maryland 21202  
Fax: (410) 576-8292  
E-mail: eaivent@centgroup.com

With a copy to:

Jeffrey H. Kreshtool, Esquire  
Kreshtool & Kreshtool, P.A.  
902 Light Street  
Baltimore, Maryland 21230  
Fax: (443) 264-2393  
E-mail: jeff@kreshtool.com

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I. COUNTERPARTS. This Agreement <sup>XX</sup> may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. CONSTRUCTION. When the context so requires, references herein to the singular number include the plural and vice versa and pronouns in the masculine or neuter gender include the feminine. The headings contained in this Agreement and the tables of contents, exhibits and schedules are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

K. WAIVERS. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

L. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds any provisions (or any part thereof) of this Agreement to be invalid or unenforceable,

such holding shall in no way affect the validity of the remainder of this Agreement.

M. CASUALTY. If Acquired Assets are materially damaged or destroyed by any cause whatsoever prior to Closing, Seller shall promptly notify Buyer upon Seller's knowledge of such fact. Buyer's sole recourse therefor shall be to terminate this Agreement by giving notice thereof in writing to Seller prior to Closing and receive an immediate return of the Good Faith Deposit previously paid. If this Agreement is so timely terminated, neither party shall have any further rights or obligations hereunder. Alternatively, Buyer may proceed to consummate the transaction provided for herein with a corresponding reduction in the Purchase Price equal to the value of such damaged or destroyed assets as determined in good faith by Seller and Buyer in accordance with the principles to be used in determining the allocation schedule provided for herein, and the parties shall proceed to Closing pursuant to the terms hereof. Otherwise, Buyer shall accept the Acquired Assets as of the date of Bankruptcy Approval without recourse against Seller and Buyer shall be solely responsible to and shall secure, insure and protect the Acquired Assets from and after such date in a manner and in such amounts as may be acceptable to Seller.

*[Handwritten initials]*

*E.V.A.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement For Sale Of Assets the day and year above written:

Witness:

*[Handwritten signature]*  
\_\_\_\_\_

Seller:

BY: *[Handwritten signature]*  
TWENTY FIRST CENTURY GROUP, INC.  
By: Adrian Harpool

BY: *[Handwritten signature]*  
HEART & SOUL ENTERPRISES, LLC  
By: Edwin Avent

**EXHIBIT A**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**Acquired Assets; Excluded Assets; Liabilities**

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I. Assets. All of Twenty First Century Group, Inc.'s right, title and interest in and to all of the assets, property, business and rights of Twenty-First Century Group, Inc. (tangible and intangible), wherever located, utilized solely in connection with the following magazines (the Publications): *Heart & Soul* and *Heart & Soul Body Clinic*; including without limitation, the following (collectively, the "Acquired Assets"):

(a) Inventory and Library. All available published works, unpublished works and works-in-progress for use exclusively in connection with the Publications, all works-in-process for and finished copies of the Publications, all available manuscripts of the Publications and the right to exploit and utilize the contents thereof (to the extent owned by Vanguard) in all media (collectively, the "Inventory");

(b) Intellectual Property. All Intellectual Property as defined in Section 7(h) of this Agreement;

(c) Other Materials. All available supplies and letterhead containing the Publications' logo's and Trademarks including other logo materials (whether on zip disks or otherwise), editorial materials, any electronic images contained on its servers in which photographs were incorporated as part of the editorial content, artwork, including periodical libraries, films, all of Vanguard's rights associated with the foregoing, all computer data bases, subscriber codes, tapes, disks and other computer mediums, in electronically readable form (to the extent such materials are used exclusively in connection with the Publications) and the Publications' bipad numbers (*Heart & Soul*—07480802173, *Heart & Soul Body Clinic*—07447002173), and any related distribution identifiers (the "Other Materials")

(d) Mailing Lists and Proprietary Information. All mailing lists, subscriber lists (including past subscriber lists), and all information, including files and databases, relating to such past, present and prospective subscribers (and customers) to the Publications, advertiser lists (including name, address and contact person) of all advertisers and prior advertisers, any expired insertion orders/advertising contacts that relate to issues of the Publications that were previously printed and served by Vanguard Media, Inc., subscriptions, trade secrets, and other proprietary or confidential information

used in or relating to the Publications (the "Proprietary Assets")

(e) Web Sites. All of Twenty-First Century Group, Inc.'s right, title and interest in points of presence and/or Internet web sites relating to the Publications including [www.heart&soul.com] and all URL'S, web banners, web advertising, and any and all Trademarks associated therewith;

(f) Records, Except to the extent otherwise provided in Section 11(d) below, all books, business and financial records, including but not limited to, sales and credit reports, and marketing and advertising material used in connection with the Publications (collectively, the "Records"), it being understood, however, that Twenty First Century Group, Inc. is not conveying any of Twenty First Century Group, Inc.'s books and records relating to internal corporate matters or any of Twenty First Century Group, Inc.'s other businesses; provided, however that the parties hereby acknowledge and agree that Twenty First Century Group, Inc. has no obligation to provide Buyer with physical delivery of the Records so long as Buyer is granted access to the Records in accordance with Section 11(d) below; and

(g) Access. Access to all other documents and information in Twenty First Century Group, Inc.'s possession relating to the Publications as may be reasonably necessary to enable Buyer to see to the efficient and proper conduct of the Publications and administration of the Acquired Assets from and after the Closing Date, including, without limitation, all historical files, and records to the extent such information is available in connection with the Publications.

(h) Relation to Previous Agreement. The acquired assets described herein are intended to be precisely all the assets conveyed from Vanguard Media, Inc. To Twenty First Century Group, Inc. This exhibit shall be construed accordingly.

II. Excluded Assets. Based on the definition of 'Acquired Assets' set forth above, the "Excluded Assets" consist of assets of Twenty First Century Group other than the Acquired Assets, including but not limited to the following categories of assets:

(a) Accounts Receivable. Any of Twenty First Century Group, Inc.'s accounts receivable.

(b) Cash. Any cash and or cash equivalents in Twenty First Century Group, Inc.'s direct or indirect possession on the Closing Date. The parties acknowledge and agree that any security deposits held by third party landlords for the benefit of Twenty First Century Group, Inc. shall remain Twenty First Century Group, Inc.'s property on and after the Closing Date;

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(c) Avoidance Actions: Suits: Claims. Intentionally omitted.

(d) Records. Any books and records which Twenty First Century Group, Inc. is required by law to retain and any books and records of Twenty First Century Group, Inc. not relating to the Publications, subject to the right of Buyer to have such books and records made available to Buyer for any reasonable business purpose at such times during normal business hours as may be reasonably requested by Buyer, Twenty First Century Group, Inc.'s prior books and records relating to internal corporate matters;

(e) Taxes. Any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees for periods prior to and ending on the Closing Date and any rights under contracts or agreements which are not being assumed by Buyer;

(f) Insurance Policies. Insurance policies and/or insurance claims of Twenty First Century Group, Inc. and any refunds of prepaid insurance premiums;

(g) Twenty First Century Group, Inc.'s Rights. The rights of Twenty First Century Group, Inc. under this Agreement;

(h) Other Businesses. All of Twenty First Century Group, Inc.'s right, title and interest in and to all of the assets, property, business and rights of Twenty First Century Group, Inc. (tangible and intangible), wherever located, utilized in connection with any business of Twenty First Century Group, Inc. other than the publications; and

(i) Other Personal Property. Other personal property not related to or included as Acquired Assets.

The parties acknowledge and agree that the Acquired Assets conveyed to Buyer on the Closing Date pursuant to this Agreement will be conveyed to Buyer and received by Buyer free and clear of all liens, claims, and encumbrances.

III. Liabilities. Buyer does not assume and shall not be subject to any liabilities or obligations of Twenty First Century Group, Inc., whether pertaining to the operation of the Publications or otherwise, of any nature whatsoever, contingent or otherwise, including, without limitation, (i) any liabilities in connection with any severance payments or arrangements with any of Twenty First Century Group, Inc.'s current or previous employees, (ii) any liabilities or obligations in connection with any real property lease to which Twenty First Century Group, Inc. or an affiliate of Twenty First Century Group, Inc. is party, and (iii) any liabilities of Twenty First Century Group, Inc. existing prior to the date of Closing; provided, however, that notwithstanding the above, Buyer does assume and will ~~satisfy~~ satisfy all those liabilities and obligations in

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connection with subscription <sup>and/or</sup> and/or customer liabilities (including any deferred subscription liabilities) for the Publications that may exist as of the Closing Date, in a sum not to exceed \$450,000.

Schedule 1(c)  
Pending Applications

Country	Mark	Filing Date	Appl. #	Class(es)
United States	Heart & Soul Body Clinic	09/29/03	76/552,384	16
United States	Heart & Soul Body Clinic	10/14/03	76/554,705	38
United States	Heart & Soul Body Clinic	10/14/03	76/554,704	42

Registered Marks

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Country	Mark	Registration Date	Registration No.	Class(es)
United States	Heart & Soul	11/05/93	1,802,718	16
United States	Heart & Soul Exclusive Spa Tour	10/14/03	2,499,734	39

**EXHIBIT B**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**BILL OF SALE**

This BILL OF SALE is made this 27<sup>th</sup> day of October, 2004 (the "Closing Date") by TWENTY FIRST CENTURY GROUP, INC., ("Seller") in favor of HEART & SOUL ENTERPRISES, LLC ("Buyer"),

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby confirms and acknowledges as follows,

1. Purchase and Sale. Seller hereby sells, conveys, assigns, transfers and sets over to Buyer all of Seller's right, title and interest in and to the Acquired Assets.

2. No Representations and Warrants. Except as expressly set forth in the Agreement. Buyer is acquiring the Assets as is, where is, with all faults and defects, and SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

3. No Modification. This Bill of Sale is made pursuant to the terms of the Order and the Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Agreement. The provisions of the Agreement shall survive the execution and delivery of this Bill of Sale. In the event of any inconsistency between this Bill of Sale and the Agreement, the Agreement shall control.

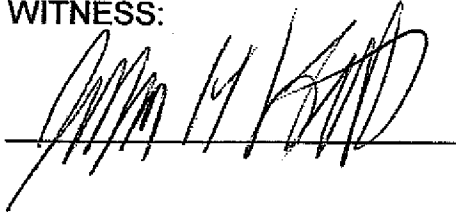
4. Binding Effect. This Bill of Sale is binding upon Seller and shall inure to the benefit of Buyer and its respective successors and assigns.

5. Construction. The headings of the sections and subsections of this Bill of Sale are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Bill of Sale or of the intent of any section or subsection.

AA  
S.V.C.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered as of the Closing Date.

WITNESS:



By:   
TWENTY FIRST CENTURY GROUP, INC.  
By: Adrian Harpool

E.V. Q.

AA



**EXHIBIT C**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made this 21<sup>st</sup> day of October, 2004 (this "Assumption Agreement") by and between HEART & SOUL ENTERPRISES, LLC, a Maryland limited liability company ("Assignee") and TWENTY FIRST CENTURY GROUP, INC., a MARYLAND corporation ("Assignor").

Assignee and Assignor have entered into a Asset Sale Agreement (such agreement as the same *may* hereafter be amended, modified, or restated as herein referred to as the "Asset Sale Agreement") pursuant to which Assignee has agreed to purchase from the Assignor the following magazines: *Heart & Soul, Heart & Soul Body Clinic* (the "Publications"), subject to the terms and conditions set forth in the Asset Sale Agreement. As part of the consideration for the purchase of the Publications, Assignee has agreed to execute *and* delivery this Assumption Agreement and to perform its obligations hereunder. Unless otherwise defined herein or the context otherwise requires, terms, and expressions defined in the Asset Sale Agreement shall have the same meanings when used herein.

Now, therefore, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. Pursuant to Section 2 of the Asset Sale Agreement, Assignee hereby assumes and agrees to perform, and discharge, and the Assignor hereby irrevocably assigns to the Assignee all of the Subscriber Liabilities relating to the Publications. In the event that Assignee assigns the Subscriber Liabilities to a third party, such assignment shall not relieve Assignee of its obligations to Assignor with respect to the Subscriber Liabilities unless otherwise agreed to in writing by the Assignee and the Assignor and any committee, trustee, plan administrator, or other such entity that may represent the estate, as the Assignor's successor, as long as the Assignor or any such entity shall exist.

2.

3. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) the next business day after being sent by facsimile (with receipt confirmed), or (iii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service

(receipt requested), in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address or facsimile number shall be effective only upon receipt thereof):

if to Assignor, to:

Twenty First Century Group, Inc.  
1 N. Charles Street, Suite 2500  
Baltimore, MD 21202  
Ann: Adrian Harpool  
Fax: (410) 576-8298  
E-mail:

if to Assignee, to:

Heart & Soul Enterprises, LLC  
1 N. Charles Street, Suite 2500  
Baltimore, MD 21202  
Ann: Edwin Avent  
Fax: (410) 576-8298  
E-mail: [eavent@centgroup.com](mailto:eavent@centgroup.com)

with a copy (which shall not constitute notice) to

Jeffrey H. Kreshtool  
Kreshtool & Kreshtool, P.A.  
902 Light Street  
Baltimore, Maryland 21203  
Fax: (443) 264-2393  
E-mail: [jeff@kreshtool.com](mailto:jeff@kreshtool.com)

4. Each of the parties hereto hereby unconditionally and irrevocably (a) subjects itself to the jurisdiction of the courts of the State of Maryland, and any federal court sitting in Maryland, in connection with any action, suit, or proceeding under or relating to, or to enforce any of the provisions of, this Assumption Agreement and (b) waives, to the extent permitted by law, any right (1) to obtain a change in venue from any such court in any such action, suit or proceeding and (ii) to trial by jury in any such action, suit or proceeding.

5. In the event one or more of the provisions of this Assumption Agreement, or their application to any person or circumstance, is held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions, and other provisions, shall nevertheless remain valid, legal, and enforceable in all other respects and to such extent as may be permissible.

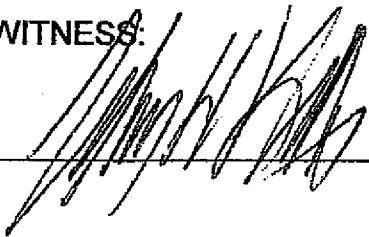
6. No amendment or modification of this Assumption Agreement shall be effective unless in writing and signed by an authorized officer of each party hereto.

7. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

8. This Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

N WITNESS V/HEREOF, the parties have caused this Assumption Agreement to be executed as of the day, month, and year first above written.

WITNESS:

  
\_\_\_\_\_

By: 

\_\_\_\_\_ TWENTY FIRST CENTURY GROUP, INC.

By: Adrian Harpool

By: \_\_\_\_\_

HEART & SOUL ENTERPRISES, LLC

By: Edwin Avent

E.V.C.  
A.E.

**EXHIBIT D**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**AFFIDAVIT OF TWENTY FIRST CENTURY GROUP, INC.**

The undersigned, on behalf of Twenty-First Century Group, Inc., is authorized to testify to the following matters:

1. The assets transferred pursuant to this Agreement for Sale of Assets does not represent substantially all of the assets of Twenty First Century Group, Inc.
2. Twenty First Century Group, Inc. Has unencumbered title to the assets transferred pursuant to this agreement.

I HEREBY AFFIRM UNDER PENALTIES OF PERJURY THE FOREGOING STATEMENTS ARE BASED ON PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

*E.V.R.*

  
\_\_\_\_\_  
ADRIAN HARPOOL

**EXHIBIT E**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**RESOLUTION OF THE MEMBERS OF  
HEART & SOUL ENTERPRISES, LLC**

The members of Heart & Soul Enterprises, LLC, having duly met this 27<sup>th</sup> day of October, 2004, resolved that the purchase of the acquired assets is approved and the Agreement for sale of assets is ratified.



**EDWIN AVENT**

*Sole Member, Heart & Soul Enterprises, LLC*

*E. V. Cr.*  
*2.*

**EXHIBIT F**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**RESOLUTION OF THE MEMBERS OF  
HEART & SOUL ENTERPRISES, LLC**

The shareholders, directors and officers of Twenty First Century Group, Inc., having duly met this 27 day of October, 2004, resolved that the sale of the acquired assets is approved and the Agreement for sale of assets is ratified.

Shareholders:

<u>Adrian Harpool</u>	<u>[Signature]</u>
<u>Edwin Auent</u>	<u>[Signature]</u>
_____	_____

Directors:

<u>Adrian Harpool</u>	<u>[Signature]</u>
<u>Edwin Auent</u>	<u>[Signature]</u>
_____	_____

Officers:

<u>Adrian Harpool</u>	<u>[Signature]</u>
<u>Edwin Auent</u>	<u>[Signature]</u>
_____	_____

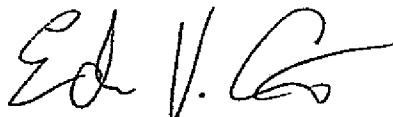
**EXHIBIT G**  
**TO**  
**AGREEMENT FOR SALE OF ASSETS**

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**NOTICE OF RIGHT TO COUNSEL**

The parties to this agreement acknowledge that Jeffrey H. Kreshtool and Kreshtool & Kreshtool, P.A. only represents Heart & Soul Enterprises, LLC. Twenty First Century Group, Inc. Understands its rights to be represented by its own counsel but chooses to proceed without representation.

By:   
TWENTY FIRST CENTURY GROUP, INC.  
By: Adrian Harpool

By:   
HEART & SOUL ENTERPRISES, LLC  
By: Edwin Avent