

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Diet Channel Network, Inc.		09/05/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Craig Lebowitz		
<b>Street Address:</b>	3 Shirley Ave		
<b>City:</b>	Methuen		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01844		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76669617	DIETFINDER	
<b>Registration Number:</b>	3140630	DIET CHANNEL NETWORK	
<b>Registration Number:</b>	3459798	DIETTV	
<b>Registration Number:</b>	3469845	DIETTV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)626-9075		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2026617665		
<b>Email:</b>	mercurioj@ballardspahr.com		
<b>Correspondent Name:</b>	James J. Mercurio		
<b>Address Line 1:</b>	601 13th Street NW		
<b>Address Line 2:</b>	Suite 1000 South		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	033557 (NEW CLIENT)		
<b>NAME OF SUBMITTER:</b>	James J. Mercurio		

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Signature:	/jjm/
Date:	11/03/2008
Total Attachments: 6 source=DOC061#page1.tif source=DOC063#page1.tif source=DOC064#page1.tif source=DOC065#page1.tif source=DOC066#page1.tif source=DOC062#page1.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), is made as of this \_\_\_th day of September, 2008, by and between Diet Channel Network Inc., a Delaware corporation ("Assignor"), on the one hand, and Craig Lebowitz and Michael Aronson, on behalf of Mentortech Ventures 2005 Ip (collectively, "Assignee"), on the other hand.

### BACKGROUND

On August 6, 2008, Assignor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), bearing Case No. 08-13096 (MG).

Assignor and Assignee have entered into an Asset Purchase Agreement dated August 20, 2008 (the "Asset Purchase Agreement"). Pursuant to the Asset Purchase Agreement, Assignor desires to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to (i) Assignor's website currently located at [www.diettv.com](http://www.diettv.com), including all encoding and support affiliated with the website (the "Website"), (ii) those trademarks of Assignor as defined in the Asset Purchase Agreement together with the goodwill of the business symbolized by and associated with such trademarks (the "Trademarks"), and (iii) those domain names of Assignor as defined in the Asset Purchase Agreement (the "Domain Names", and together with the Website and the Trademarks, the "Acquired Intellectual Property"), and Assignee desires to so purchase all such Acquired Intellectual Property.

On September 5, 2008, the Bankruptcy Court entered an Order (the "Sale Order") approving the sale of the assets defined in the Asset Purchase Agreement to Assignee.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, it is hereby agreed as follows:

1. Assignment of Website. Pursuant to the Sale Order, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to the Website, including without limitation all content, data, information, photographs, video, audio, user information, software and all other materials comprising the Website, and the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives. Concurrently herewith, Assignor agrees to transfer by means of CD or DVD all digital files of all Website content to Assignee.

2. Assignment of Trademarks. Pursuant to the Sale Order, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest (to the extent Assignor has any right, title and interest) in and to the Trademarks set forth on Exhibit A hereto, and the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives.

3. Assignment of Domain Names. Pursuant to the Sale Order, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest (to the extent Assignor has any right, title and interest) in and to the Domain Names set forth on Exhibit B hereto, and the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, including without limitation the right to use and deal with the Domain Names in the place

10. Binding Effect. This Assignment shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person other than the parties hereto and their respective successors and assigns any legal or equitable right, remedy or claim under or in respect of this Assignment or any provision herein contained.

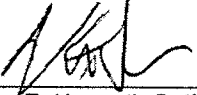
11. Waiver. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Assignment shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights. No person or entity other than Assignee and Assignor shall be deemed to have acquired any rights by reason of anything contained in this Assignment.

12. Inconsistencies. To the extent the Sale Order and/or the Asset Purchase Agreement is inconsistent with this Assignment, the Asset Purchase Agreement shall control this Assignment and the Sale Order shall control the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

DIET CHANNEL NETWORK, INC.

By:   
Name: E. Kenneth Seiff  
Title: Chief Executive Officer

**ASSIGNEE:**

\_\_\_\_\_  
Craig Lebowitz

\_\_\_\_\_  
Michael Aronson

Exhibit A  
Trademarks

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
DIETFINDER (Classes 42 and 44)	76/669617	November 28, 2006			PENDING - Non-final Office Action Mailed May 5, 2008
DIET TELEVISION (Class 38)	76/978578	September 21, 2006	3358145	December 18, 2007	REGISTERED
DIETTV (Class 38)	76/680538	August 9, 2007			PENDING - Non-final Office Action Mailed June 4, 2008
DIETTV (Class 44)	76/680539	August 9, 2007	3459798	July 1, 2008	REGISTERED
DIETTV (Class 38)	76/978825	August 9, 2007	3469845	July 15, 2008	REGISTERED
DIET CHANNEL (Class 41)	78/428378	June 2, 2004			ABANDONED February 28, 2007
DIET CHANNEL NETWORK (Class 41)	78/520660	November 21, 2004	3140630	September 5, 2006	REGISTERED

of and in substitution for Assignor as if Assignee was the original registrant of the Domain Names, to do any and all things that the original registrant may do, in the sole and absolute discretion of Assignee, including without limitation establishing or modifying a website and/or home page under the Domain Names. Assignor agrees to cooperate with Assignee to transfer the Domain Names electronically from Assignor's account with the current registrar of the Domain Names, to Assignee's account with its registrar, in accordance with the policies of both registrars regarding such transfers. To this end, Assignor shall provide both registrars with the necessary information and documentation in order to unlock the Domain Names for transfer to Assignee and to assign and transfer the Domain Names to Assignee, by means of responding to the relevant requests regarding such transfer communicated by both registrars via electronic mail to Assignor, as the current primary and administrative contact for the Domain Names, and by providing Assignee's registrar with the transfer code for the Domain Names.

4. Registration of Acquired Intellectual Property; Additional Rights. Assignor agrees to assist Assignee to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of the Acquired Intellectual Property, and shall not enter into any agreement in conflict with this Assignment. Assignor authorizes and empowers Assignee to register (and/or authorize others to register) any of the Acquired Intellectual Property, as the case may be, for copyright protection and/or trademark protection, as the case may be, and to secure renewals and extensions thereof in Assignee's name in the Copyright Office of the United States of America and/or the United States Patent and Trademark Office, as the case may be, and/or in any other country, political entity or jurisdiction where Assignee deems it appropriate, and/or to file and record this Assignment with the United States Copyright Office and/or the United States Patent and Trademark Office. Assignor also hereby assigns to Assignee all documents, agreements and/or instruments heretofore or hereafter executed in favor of Assignor by any third party insofar as such documents affect or pertain to any of the rights hereby assigned to Assignee. Assignor shall execute and deliver such further conveyance documents and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership all the Acquired Intellectual Property to Assignee.

5. Acceptance and Assumption. In accordance with and subject to the terms of the Asset Purchase Agreement and Sale Order, Assignee hereby (a) purchases and accepts the assignment, transfer and conveyance of the Acquired Intellectual Property; and (b) assumes, agrees to satisfy and discharge all liabilities assumed by Assignee pursuant to the terms of the Asset Purchase Agreement, including, but not limited to, the Assignee's agreement to pay and/or satisfy any and all federal, state or local taxes, including, but not limited to, stamp and/or transfer taxes, incurred by the Assignee in connection with the sale approved by the Sale Order.

6. Further Rights Under Assignment. Without limiting the generality of the foregoing, this Assignment includes the right to recover and retain all damages and other sums under all prior causes of action, to defend and compromise any actions, suits or proceedings relating to the Acquired Intellectual Property and the right to other relief owed or awarded at law, in equity, by statute or otherwise.

7. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles governing conflicts of law.

8. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall constitute original signatures for all purposes of this Assignment.

9. Severability. If any provision or provisions of this Assignment shall be determined by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions hereof shall be deemed severable and enforceable in accordance with their terms.