

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Signal Match, Inc.		01/05/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	bLife Inc.		
<b>Street Address:</b>	10761 Richland Ave.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77672198	LIVE HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6318440081		
<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>			
<b>Phone:</b>	6318440080		
<b>Email:</b>	allison@tb-iplaw.com		
<b>Correspondent Name:</b>	TUTUNJIAN & BITETTO, P.C.		
<b>Address Line 1:</b>	425 Broadhollow Road		
<b>Address Line 2:</b>	Suite 302		
<b>Address Line 4:</b>	Melville, NEW YORK 11747		
<b>ATTORNEY DOCKET NUMBER:</b>	378-19		
<b>NAME OF SUBMITTER:</b>	James J. Bitetto		
<b>SIGNATURE:</b>	/jjb/		
<b>DATE SIGNED:</b>	10/13/2014		
<b>Total Attachments: 14</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of January 5, 2011 (the “**Agreement Date**”) by and between bLife Inc., a Delaware corporation (“**Purchaser**”), and Signal Match, Inc., a New York corporation (“**Seller**”) and Ran Zilca (“**Zilca**”).

WHEREAS, Seller desires to sell, transfer and assign to Purchaser certain assets of Seller on the terms set forth herein (the “**Asset Purchase**”).

WHEREAS, Zilca is the sole stockholder of Seller.

WHEREAS, Seller, Zilca and Purchaser desire to make certain representations, warranties, covenants and other agreements in connection with the Asset Purchase as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale. Upon the execution of this Agreement and upon the terms and subject to the conditions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer, convey, assign and deliver to Purchaser all of Seller’s right, title and interest in and to and under the following (collectively, the “**Purchased Assets**”):

(a) Listed Assets. All rights in and to those assets listed on Schedule 1(a) attached hereto (collectively, the “**Listed Assets**”).

(b) Seller Contracts. All rights in, to and under those Contracts listed on Schedule 1(b) attached hereto (collectively, the “**Seller Contracts**”).

(c) Trademarks. The entire unencumbered right, title and interest in and to the trademarks listed on Schedule 1(c) attached hereto (collectively, the “**Trademarks**”).

(d) Patent Assignment. The entire unencumbered right, title and interest in and to the Patents, and all inventions described and/or claimed therein.

(e) Assignment of Causes of Action. All right, title and interest in and to all causes of action and enforcement rights for the Patents and all inventions described and/or claimed therein, including all rights to pursue and retain damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

(f) Assignment of Related Documents. All right, title and interest in and to all documents (whether in human-readable, computer-readable or other form) and things that are to be delivered to Purchaser pursuant to Section 7 below, including the entire copyright interest therein.

(g) Intellectual Property. All of Seller’s rights to and interest in Intellectual Property related to or used in connection with the Patents and all of Seller’s rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including all rights to seek and obtain injunctive relief and to recover damages for past, present and future infringement of Intellectual Property of Seller in and to the Patents.

2. No Assumption of Liabilities. Except for (i) those liabilities resulting from the Seller Contracts and (ii) those liabilities relating to the Purchased Assets that arise as a result of any action or omission of Purchaser after the Agreement Date, Seller will retain, and will be solely responsible for paying, performing and discharging, and Purchaser will not assume or otherwise have any responsibility or liability for, any and all debts, obligations or liabilities of Seller (whether now existing or hereafter arising).

3. Purchase Price. As consideration for the Purchased Assets, Purchaser shall pay or grant to Seller (or Zilca, as indicated below):

(a) [REDACTED] within three (3) business days of the closing of Purchaser's first preferred stock financing;

(b) [REDACTED] of the Purchaser's common stock upon the Agreement Date shall be granted to Zilca pursuant to that certain Restricted Stock Purchase Agreement by and between Purchaser and Zilca of even date hereof; and

(c) Upon the completion of the following milestones (the satisfaction of which will be determined in the sole discretion of Purchaser), [REDACTED], the first of which shall be paid upon the later of the completion of the milestones and the four (4) month anniversary of the Agreement Date and the second of which shall be paid upon the later of the completion of the milestones and the eight (8) month anniversary of the Agreement Date:

(i) Successful transfer of each of the Seller Contracts;

(ii) Purchaser's execution of an advisory or consulting agreement with those individuals identified on Schedule 3(b)(ii) hereto;

(iii) Other such quantitative milestones to be mutually agreed upon between Purchaser and Seller.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

(a) This Agreement has been duly executed and delivered by Seller. This Agreement constitutes valid and binding obligations of Seller enforceable against Seller in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery by Seller of this Agreement does not, and the consummation of the transactions contemplated hereby and thereby will not, (i) result in the creation of any Encumbrance on any of the Purchased Assets, (ii) conflict with any contract applicable to Seller or any of the Purchased Assets, or (iii) result in a violation of any legal requirements applicable to Seller or any of the Purchased Assets. No consent of any third party is required by or with respect to Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(c) There is no private or governmental action, suit, proceeding, claim, arbitration, mediation or investigation pending before any governmental entity or threatened against Seller or any of

the Purchased Assets, nor, to Seller's knowledge, is there any reasonable basis for any such action, suit, proceeding, claim, arbitration, mediation or investigation. There is no judgment, decree, injunction, rule or order against Seller or any of the Purchased Assets.

(d) Seller is not a party to, and no Purchased Asset is bound or affected by, any judgment, injunction, order, decree, covenant or contract that restricts or prohibits, or purports to restrict or prohibit, Seller from operating any of the Purchased Assets or from competing anywhere in the world or includes any grants by Seller of exclusive rights or exclusive licenses to any Purchased Asset.

(e) Seller has good and marketable title to the Patents and the right to assign the entire unencumbered right, title and interest in and to the Patents to Purchaser, including all rights, title and interest to sue and collect damages for past and current infringement thereof. The Patents are free and clear of all liens, mortgages, security interests, claims, options and other Encumbrances. The Patents are free of any restrictions on assignment and transfer.

(f) No rights or licenses, including covenants and other assurances not to sue, exist or have been granted under or with respect to the Patents.

(g) As of the Agreement Date, Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Other than with respect to prior art cited during the U.S. and foreign Patent Office prosecution of the Patents, and contained in the files that are to be delivered to Purchaser pursuant to Section 7, Seller has no knowledge of any prior art material to patentability of the Patents, or of any fact or circumstance that would rendered the Patents invalid or unenforceable. None of the claims of any of the Patents have been dedicated to the public and no term of any Patent has been disclaimed, whether in whole or in part.

(h) To Seller's knowledge, except as indicated on Exhibit A, none of the Patents have been or are currently involved in an reexamination, reissue, interference proceeding, or any similar proceeding and no such proceedings are pending or threatened. There are no other actions, suits, investigations, claims or proceedings threatened or pending relating in any way to the Patents.

(i) With the exception of the Patents, Seller is not the assignee of any pending patent applications or issued patents containing claims which would necessarily be infringed by practicing the claims in the Patents, and no assignments of any such applications or patents are owed to Seller by any inventors or third parties. Purchaser's sole remedy for breach of the representation and warranty in this Section 4(i) will be the grant by Seller at no charge of a nonexclusive, perpetual, irrevocable, worldwide, license (without the right to sublicense) from Seller to Purchaser under any claims of such patents or patent applications assigned to Seller (if any) that are necessarily infringed by practicing the claims of the Patents, to make, have made, use, import, offer to sell, sell and otherwise distribute (including through multiple tiers of distribution) any products and services covered by such patents or patent applications. Any license granted pursuant to this Section 4(i) will be assignable by Purchaser only in connection with the transfer by Purchaser of the entire interest in the Patents.

(j) The operation of the Purchased Assets does not and will not infringe or misappropriate the Intellectual Property of any third party and there is no substantial basis for a claim that the design, development, manufacturing, reproduction, marketing, licensing, sale, offer for sale, importation, distribution, provision and/or use of the Purchased Assets is infringing or has infringed on or misappropriated any Intellectual Property of a third party.

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that Purchaser has all requisite corporate power and authority to enter into this Agreement and to

consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser. This Agreement constitutes valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

6. Indemnification

(a) Indemnification by Seller. Seller shall indemnify and hold harmless Purchaser and its directors, officers, agents and employees and each person, if any, who controls or may control Purchaser (each of the foregoing being referred to individually as a “**Purchaser Indemnified Person**” and collectively as “**Purchaser Indemnified Persons**”) from and against any and all losses, liabilities, damages, reductions in value, costs and expenses, including costs of investigation and defense and reasonable fees and expenses of lawyers, experts and other professionals (collectively, “**Damages**”) directly or indirectly arising out of, resulting from or in connection with (i) any failure of any representation or warranty made by Seller in this Agreement to be true and correct, (ii) any breach of or default in connection with any of the covenants or agreements made by Seller in this Agreement and/or (iii) any action brought by any third party to the extent that it is based upon a third-party claim that any Purchased Asset infringes any right (including any Intellectual Property right) of any third party.

(b) Indemnification by Purchaser. Purchaser shall indemnify and hold harmless Seller and its directors, officers, agents and employees and each person, if any, who controls or may control Purchase (each of the foregoing together with the Purchaser Indemnified Persons, an “**Indemnified Person**”) from and against any and all Damages directly or indirectly arising out of, resulting from or in connection with (i) any failure of any representation or warranty made by Purchaser in this Agreement to be true and correct and (ii) any breach of or default in connection with any of the covenants or agreements made by Purchaser in this Agreement.

7. Delivery. On the Agreement Date, Seller will execute and deliver to Purchaser the Assignment of Patent Rights agreement attached hereto as Exhibit B. On or within five (5) business days of the Agreement Date, Seller will send, via FedEx or other reliable overnight delivery service, to Purchaser, all files, documents and things owned or controlled by Seller or Seller’s attorneys pertaining to the Patents, including: (i) the original and any copies of the prosecution files for the Patents; (ii) evidence of conception and reduction to practice of the inventions described or claimed in the Patents, including, inventor’s notebooks, prototypes and test results; (iii) results of prior art searches; and (iv) opinions, studies and communications concerning prosecution, maintenance, annuity and other fee payments, inventorship, validity, enforceability and infringement of the Patents.

8. Definitions.

(a) “**Encumbrance**” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, charge, adverse claim of title, ownership or right to use, restriction or other similar encumbrance of any kind in respect of such asset (including any restriction on (a) the receipt of any income derived from any asset, (b) the use of any asset, or (c) the possession, exercise or transfer of any other attribute of ownership of any asset).

(b) “**Intellectual Property**” means any and all worldwide industrial and intellectual property rights and all rights associated therewith, including all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all industrial designs and any registrations and applications therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, all computer software, including all source code, object code, firmware, development tools, files, records and data, all schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and all rights in prototypes, breadboards and other devices, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

(c) “**Patents**” means, collectively, (i) the patent(s) and, if any, the patent application(s), listed in Exhibit A hereto; (ii) any and all divisionals, continuations, continued prosecution applications, continuations-in-part, substitutes, reissues, renewals, reexaminations and extensions of any or all such patents and patent applications; (iii) any and all foreign counterparts to any of the foregoing, including any and all utility models; (iv) any and all other patents and patent applications claiming priority to any of the patents and patent applications of (i), (ii) or (iii); (v) any and all other patents and patent applications from which any of the patents and patent applications of (i), (ii) or (iii) claim priority; and (vi) all rights of priority in and to any of the foregoing patents and patent applications.

9. Further Assurances. Each of the parties hereto shall use its reasonable best efforts, and shall cooperate with each other party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, reasonably appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the Asset Purchase and the other transactions contemplated hereby. Each party hereto, at the reasonable request of the other party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or reasonably desirable for effecting completely the consummation of the Asset Purchase and the other transactions contemplated hereby, including but not limited to proper assignments, conveyances and bills of sale sufficient to convey to Purchaser good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances.

10. General.

(a) The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any of the parties to this Agreement, until the date that is 12 months following the Agreement Date; provided, however, that such expiration shall not affect the rights of any Indemnified Person under Section 6 or otherwise to seek recovery of indemnifiable Damages arising out of any fraud, willful breach or intentional misrepresentation by Seller until the expiration of the applicable statute of limitations

(b) The internal laws of the State of California (without regard to its conflicts of law principles) will govern the validity of this letter agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

(c) Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

(d) If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto.

(e) The parties hereto may amend this Agreement at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto.

(f) Each party acknowledges that they have been, or have been advised to be, represented by independent counsel in the negotiation and preparation of this Agreement. Each party further acknowledges that they have had the terms of this Agreement fully explained to them by their own counsel and are fully aware of the contents of this Agreement and its legal effect.

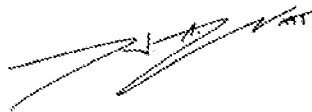
[Signature Page Follows]



IN WITNESS WHEREOF, each of Purchaser and Seller have caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

**PURCHASER**

**bLife Inc.**

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

Name: Hamet Watt \_\_\_\_\_

Title: Co-CEO \_\_\_\_\_

**SELLER**

**Signal Match, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Ran Zilca**

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

IN WITNESS WHEREOF, each of Purchaser and Seller have caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

**PURCHASER**

**bLife Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER**

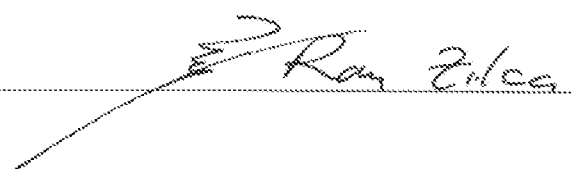
**Signal Match, Inc.**

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

Name: *Ran Zilca* \_\_\_\_\_

Title: *CEO* \_\_\_\_\_

**Ran Zilca**

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

## **SCHEDULE 1(A)**

Content License and Software Development Agreement between Signal Match, Inc., Deepak Chopra and Deepak and Rita Chopra Trust Fund dated October 2, 2009

Software Development and Services Agreement between Signal Match, Inc. and FranklinCovey Client Sales, Inc. dated January 19, 2010

Content License and Software Development Agreement between Signal Match, Inc. and Madanes-Peysha Publishing dated April 26, 2010

Consultancy Agreement between Signal Match, Inc. and Robert McGrath dated September 10, 2009

Scientific Advisory Board Member Agreement between Signal Match, Inc. and James Pennebaker dated May 13, 2008

Services Agreement between Signal Match, Inc. and ORI Community Evaluation Services and Dr. Lewis Goldberg dated February 13, 2007

## SCHEDULE 1(B)

### Signal Patterns Assets and Projects

#### Existing assets

1. SignalPatterns.com (interactive questionnaire apps)
2. Facebook app (personality patterns)
3. Parenting.com app ([www.parenting.com/Mom/signalPatterns.jsp](http://www.parenting.com/Mom/signalPatterns.jsp))
4. iPhone apps (including backend Sailthru emails, "ask" backend, and push notifications)
  - a. Live Happy (including Spanish version)
  - b. Stress Free
  - c. Authentic Yoga
  - d. Great Career
  - e. Meditation apps x 5
  - f. Dosha Quiz
  - g. Personality
  - h. Career Patterns
  - i. Parenting Patterns
  - j. Daily Gift
  - k. Gratitude stream
5. Android Apps:
  - a. Authentic Yoga for Android
6. iPad apps:
  - a. Authentic Yoga
7. Audio albums:
  - a. Stress Free meditations
  - b. Blissful Sleep with Deepak Chopra
8. PAC (Professional Aptitude Council) – China and Japan
9. Personality Patterns on PsychCentral.com (John Grohol)

#### Projects in progress

1. Outstanding Relationships (with Tony Robbins)
2. SP Courses (in partnership with Injoit)
3. Live My Life Well (with Mental Health America) – Demo funded, full project likely to be funded by Magellan Health or similar.
4. Authentic Yoga 3-DVD set
5. Mobile publishing templates for The Guidance Group
6. Email server (Sailthru replacement)

#### Prospects and future projects and activities:

1. Byron Katie
2. Many others using SP-Courses (Caroline Miller, Robert Diener, several coaches from The Coach Exchange, Jean Houston, Phil Zimbardo, Dave Stewart, Glen Ballard)

#### Relationships:

1. Partners:

- a. Deepak Chopra
  - b. Franklin Covey
  - c. Sonja Lyubomirsky
  - d. Tony Robbins (the Robbins Madanes Center)
  - e. The Coach Exchange
  - f. Times Inc (exclusive distribution of Deepak Chopra content in India)
2. Scientists
- a. Lew Goldberg
  - b. Jason Rentfrow
  - c. Sonja Lyubomirsky
  - d. Phil Zimbardo
  - e. Jamie Pennebaker
  - f. Bob Mcgrath
  - g. David Buss
  - h. Other in current Scientific Advisory Board
3. Scientific community:
- a. Jeff Zeig (Milton Erickson Foundation)
  - b. Deb Pinger (VIA Institute)
4. Other assets:
- a. Mailing list
  - b. Twitter account
  - c. DeepakChopraMobile.com
  - d. Relationship with Fred Munech (SMS based interventions)
  - e. Relationship with Ellen Langer

**SCHEDULE 1(C)**

C/M	TRADEMARK	APPNO	REGNO	STATUS	FILE DATE	REG DATE
378-13	FUSES MODEL	771538,100		PENDING	8 /4 /2008	
378-17	PERSONALITY PATTERNS	771574,449		PENDING	9 /19/2008	
378-11	DISCOVER THE REAL ME	771499,894	3,569,586	REGISTERED	6 /16/2008	2 /3 /2009
378-10	SIGNAL PATTERNS	771499,868	3,569,581	REGISTERED	6 /16/2008	2 /3 /2009
378-14	SIGNAL PATTERNS & DESIGN (DESIGN OF LINES)	771538,078	3,570,051	REGISTERED	8 /4 /2008	2 /3 /2009
378-18	MUSIC PATTERNS	771574,474	3,688,403	REGISTERED	9 /19/2008	9 /29/2009
378-19	LIVE HAPPY	771672,198	3,706,888	REGISTERED	2 /17/2009	11/3 /2009
378-20	SUNSHINE DESIGN TM	771678,761	3,706,896	REGISTERED	2 /26/2009	11/3 /2009

**SCHEDULE 3(B)(II)**

Sonja Lyubomirsky

Jason Rentfrow

Dr. Lewis Goldberg