

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Healing Rhythms, Inc.	11/01/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JK Worthy Direct, Inc.
<b>Street Address:</b>	2495 Truxtun Road, Bldg 28, Suite 208
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92106
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7263393
Patent Number:	7331870
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)464-5382
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	949-887-8877
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<b>Correspondent Name:</b>	Jeffrey Marks
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<b>NAME OF SUBMITTER:</b>	Jeffrey S. Marks
<b>Total Attachments: 2</b>	
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## PATENT ASSIGNMENT

**WHEREAS**, HEALING RHYTHMS, INC., a Delaware corporation (“Assignor”), owns the rights to certain patents and patent applications listed below (collectively, the “Inventions”):

1. “*Biofeedback Ring Sensors*”, United States Patent No., US 7,263,393 B2, dated August 28, 2007, and all related patents and patent applications.
2. “*Multiplayer Biofeedback Interactive Gaming Environment*”, United States Patent No. 7,331,870 B2, dated February 19, 2008, and all related patents and patent applications.

**AND WHEREAS**, Assignor has entered into an Asset Purchase Agreement with JK Worthy Direct, Inc., a California corporation (“Assignee”), pursuant to which it agreed to sell certain of its assets to Assignee, including, but not limited to, the Inventions;

**AND WHEREAS**, based on the foregoing, Assignor desires to assign all of the Inventions to Assignee;

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, transfer and set over, unto the Assignee, and its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Invention, and the related patents and patent applications related to the Inventions, and all provisional patent applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which have been, may hereafter be, filed for said Invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Invention to the Assignee and its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**AND ASSIGNOR HEREBY** represents and warrants that Assignor owns, and upon consummation of this assignment, Assignee shall own, the Invention free and clear of any third party rights, security interest, mortgage, deed of trust, charge, pledge, proxy, adverse claim, lien, equity, power of attorney, or restriction of any kind, including, but not limited to, any restriction or servitude on the use, transfer, receipt of income, or other exercise of any attributes of ownership of the Invention.

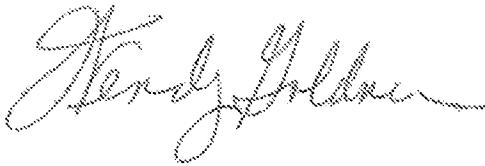
**AND ASSIGNOR HEREBY** represents and warrants that each of the patents referred to above are currently pending and are in good standing with the United State Patent Office and the applicable foreign governmental agencies, we have timely responded to all office actions, and there are no impending response dates, filing dates or other deadlines with respect to any of the patents.

**AND ASSIGNOR HEREBY** covenants and agrees that Assignor will communicate to the Assignee, and its successors, legal representatives and assigns, any facts known to us respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Assignee, and its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Invention in all countries.

**IN TESTIMONY WHEREOF**, I hereunto set my hand and seal this 1st day of November, 2008.

**“Assignor”**

**HEALING RHYTHMS, INC.**

A handwritten signature in cursive script, appearing to read "Wendy Goldner".

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

Print Name: Wendy Goldner

Print Title: CEO, Healing Rhythms