

4) Application number(s) or registration number(s) and identification or description of Trademark:

- Trademark Application/Serial number: 75163902
- Trademark Registration number: 2216847
- Identification or Description of Trademark: The OrganWise Guys in Class 016
 - See Appendix A

- Trademark Application/Serial number: 76650820
- Trademark Registration number: Still waiting on a Registration #
- Identification or Description of Trademark: The OrganWise Guys in Class 041
 - See Appendix A (Filed November 17, 2005)

- Trademark Application/Serial number: 75886292
- Trademark Registration number: 2410691
- Identification or Description of Trademark: Calci M. Bone
 - See Appendix B

- Trademark Application/Serial number: 74652095
- Trademark Registration number: 2096314
- Identification or Description of Trademark: Hardy Heart
 - See Appendix C

- Trademark Application/Serial number: 76649014
- Trademark Registration number: Still waiting on a Registration #
- Identification or Description of Trademark: Healthology 101
 - See Appendix D (Filed October 17, 2005)

- Trademark Application/Serial number: 75628858
- Trademark Registration number: 2359685
- Identification or Description of Trademark: Sid Kidney
 - See Appendix E

- Trademark Application/Serial number: 75628859
- Trademark Registration number: 2359686
- Identification or Description of Trademark: Kid Kidney
 - See Appendix E

- Trademark Application/Serial number: 75163927
- Trademark Registration number: 2216850
- Identification or Description of Trademark: The Kidney Brothers
 - See Appendix F

- Trademark Application/Serial number: 78437470
- Trademark Registration number: Still waiting on a Registration #
- Identification or Description of Trademark: Little Organ Andy
 - See Appendix G (Filed June 18, 2004)

- Trademark Application/Serial number: 78181674
- Trademark Registration number: 2803774
- Identification or Description of Trademark: Little Organ Annie
 - See Appendix H

- Trademark Application/Serial number: 75843602
- Trademark Registration number: 2404030
- Identification or Description of Trademark: Luigi Liver
 - See Appendix I

- Trademark Application/Serial number: 75163903
- Trademark Registration number: 2216848
- Identification or Description of Trademark: Madame Muscle
 - See Appendix J

- Trademark Application/Serial number: 76649013
- Trademark Registration number: Still waiting on a Registration #
- Identification or Description of Trademark: Meddi Carrie
 - See Appendix K (Filed October 17, 2005)

- Trademark Application/Serial number: 75843604
- Trademark Registration number: 2404031
- Identification or Description of Trademark: Peri Stolic
 - See Appendix L

- Trademark Application/Serial number: 75843603
- Trademark Registration number: 2410518
- Identification or Description of Trademark: Peter Pancreas
 - See Appendix M

- Trademark Application/Serial number: 75163904
- Trademark Registration number: 2216849
- Identification or Description of Trademark: Sir Rebrum
 - See Appendix N

- Trademark Application/Serial number: 75174315
- Trademark Registration number: 2218854
- Identification or Description of Trademark: Windy
 - See Appendix O

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 9th day of November, 2005 (the "Effective Date"), is by and between Candice Jenson, a citizen of The United States, with a residence at 1 West Illinois St., St. Charles, IL 60174 individually, and on behalf of Prairie Gourmet, a corporation formed in accordance with the laws of Illinois (the "Assignor") and Ryan Koop, a citizen of The United States, with a residence at 37W605 Grey Barn Rd., St. Charles, IL 60175 individually, and on behalf of The Energy Partnerships, a partnership formed in accordance with the laws of Illinois (the "Assignee"), located in St. Charles, IL, U.S.A.

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing an Intellectual Property Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, both under common law and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed

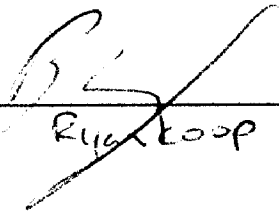
by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR



By: _____

Title: _____

STATE OF : ILLINOIS

COUNTY OF

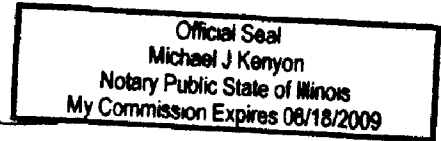
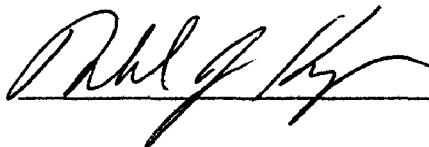
: Kane

On this 30 day of Nov., 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ryan C Koop, known by me to be the person of the above name [and an officer of Energy Partnerships,] duly authorized to execute this Assignment on behalf of [Ryan Koop, and who signed and executed the foregoing instrument on behalf of _____.]

Given under my hand and seal of office this 30 day of Nov, 2005.

My commission expires:

8/18/2009



Notary Public

9025 Randal Rd #E
Address St. Charles, IL 60174

ASSIGNEE

Candice J. Jensen
CANDICE JENSEN

By: _____

Title: _____

STATE OF _____ :

_____ :

COUNTY OF _____ :

On this 30 day of Nov., 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Candice J. Jensen, known by me to be the person of the above name and an officer of Prairie Gourmet Inc., duly authorized to execute this Assignment on behalf of ownership, and who signed and executed the foregoing instrument on behalf of _____.

Given under my hand and seal of office this 30 day of Nov, 2005.

My commission expires:

8/18/2009

[Signature]
Official Seal
Michael J Kenyon
Notary Public State of Illinois
My Commission Expires 08/18/2009

Notary Public



9025 Randall Rd
Address St. Charles, IL 60174

Exhibit 1

Trademarks

U.S. Service Mark Registration No. 1,992,498 for the mark: "PRAIRIE GOURMET" and design, Registered August 13, 1996.



**Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 053081046
CONTROL NUMBER: X300856
EFFECTIVE DATE: 10/31/2005
REFERENCE : 0045
PRINT DATE : 11/22/2005
FORM NUMBER : 611

WELLNESS INC.
KAREN MCNAMARA
3838 SONG RIVER CIRCLE
DULUTH, GA 30097

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**WELLNESS INCORPORATED
A DOMESTIC PROFIT CORPORATION**

has filed articles of amendment in the Office of the Secretary of State changing its name to

THE ORGANWISE GUYS INCORPORATED

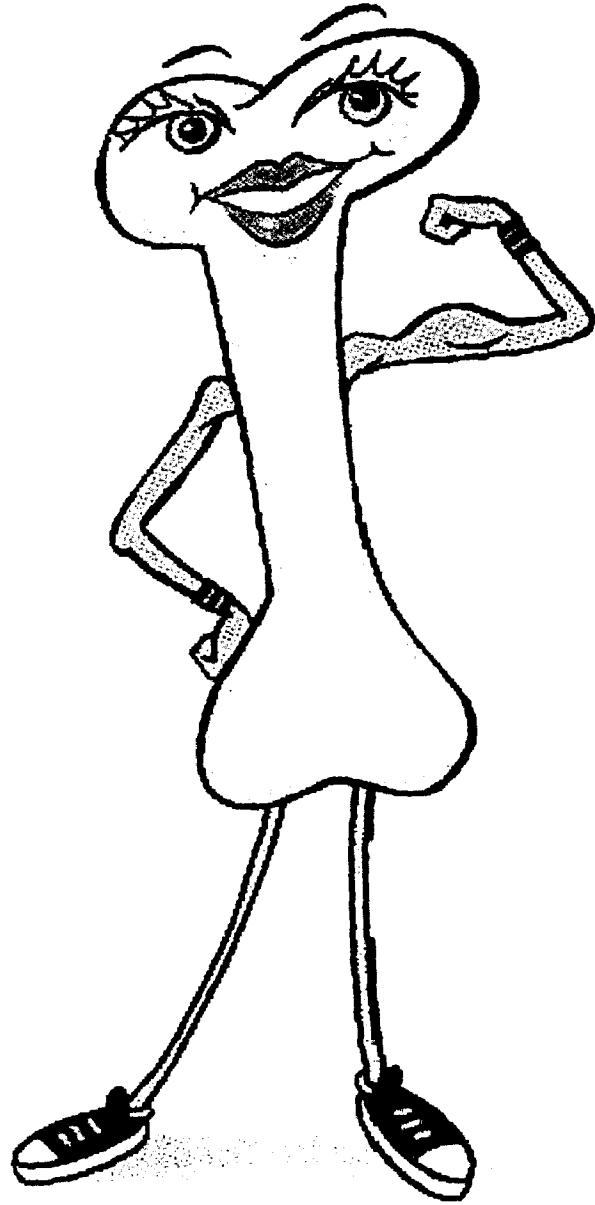
and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

**THE
ORGANWISE
GUYS[®]**



Calci M. Bone®

Appendix C



Sample of actual Hardy Heart®

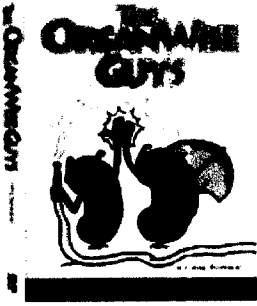
TRADEMARK
REEL: 003288 FRAME: 0950

Appendix D

Healthology 101

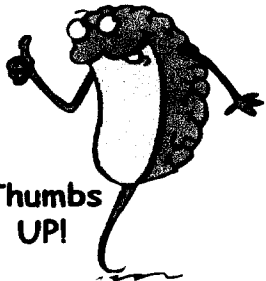
Appendix E

H₂Ohhhhh! Activity / Primary Elementary

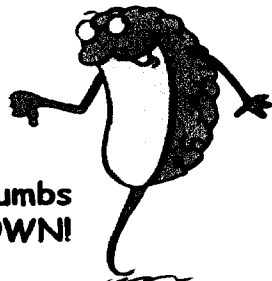


This episode of The OrganWise Guys needs to get some publicity. Please draw a picture of your favorite part of the show for your local paper. Write a sentence explaining the picture. Then circle Sir Rebrum's *Thumbs Up* or *Thumbs Down* to rate this episode.

Circle your rating:



Thumbs UP!



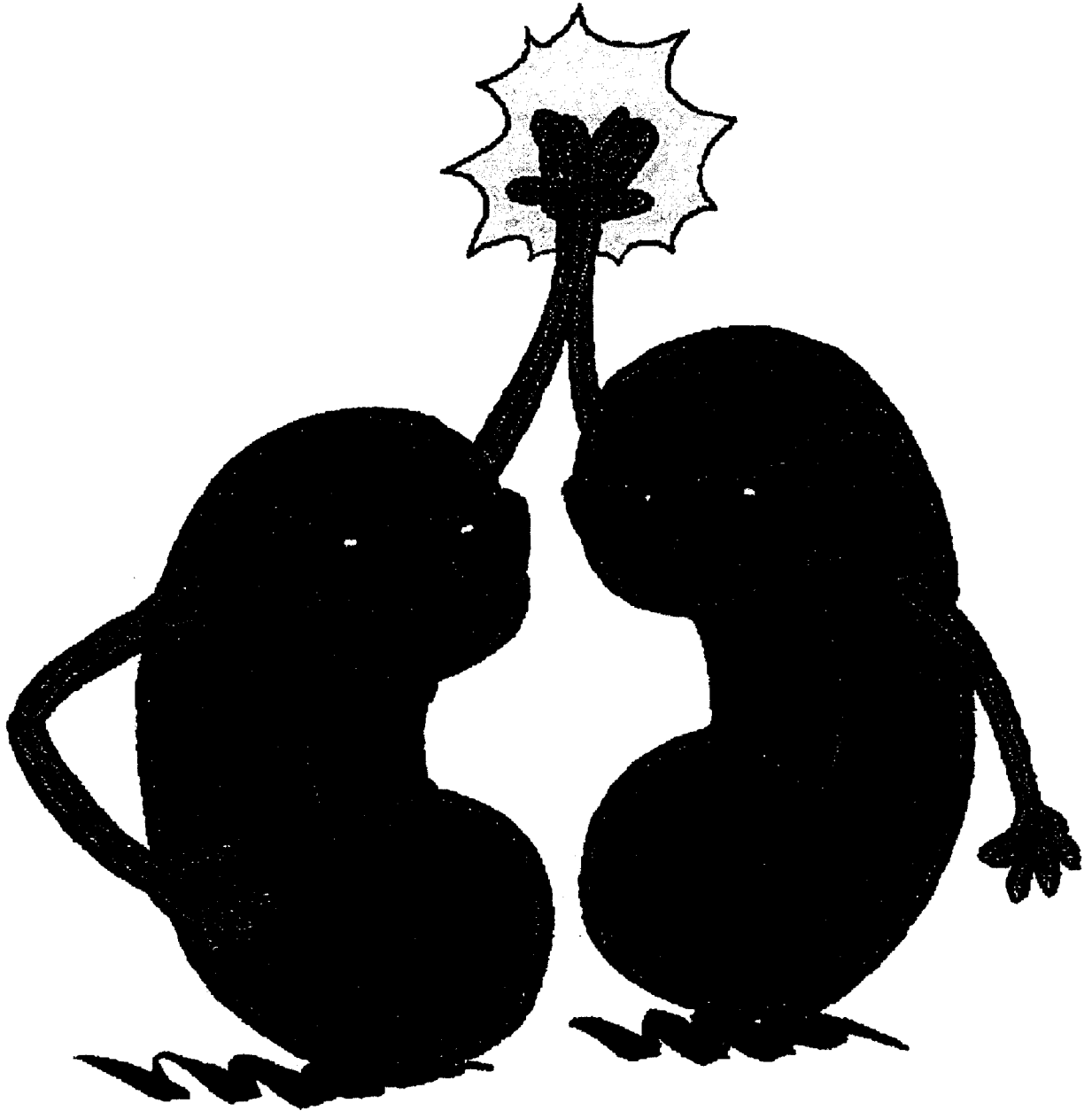
Thumbs DOWN!

Movie Critic/Reviewer (print your name here)

Sid Kidney®



Kid Kidney®



The Kidney Brothers[®]

Appendix G



(#2302A)
(#2303A Smaller Edition)



(#2302C)
(#2303C Smaller Edition)

LITTLE
**ORGAN
ANDY.**



(#2302H)
(#2303H Smaller Edition)



(#2300A)
(#2301A Smaller Edition)



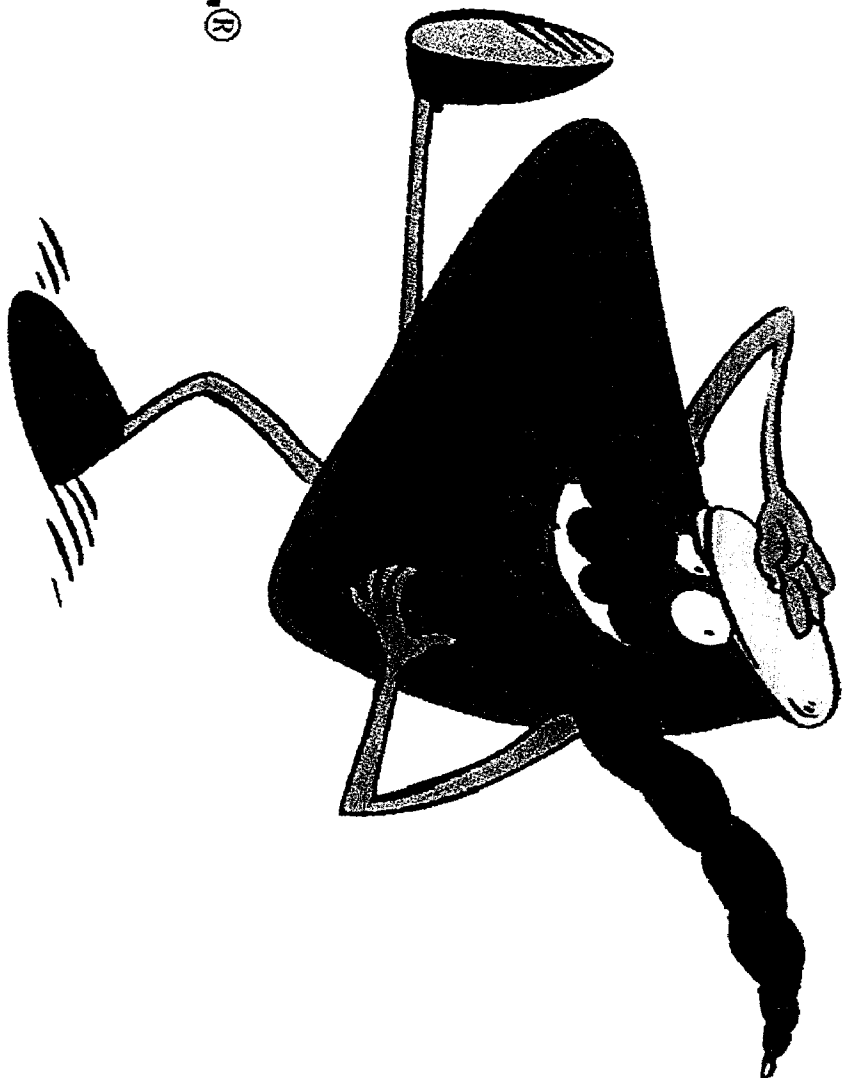
(#2300C)
(#2301C Smaller Edition)

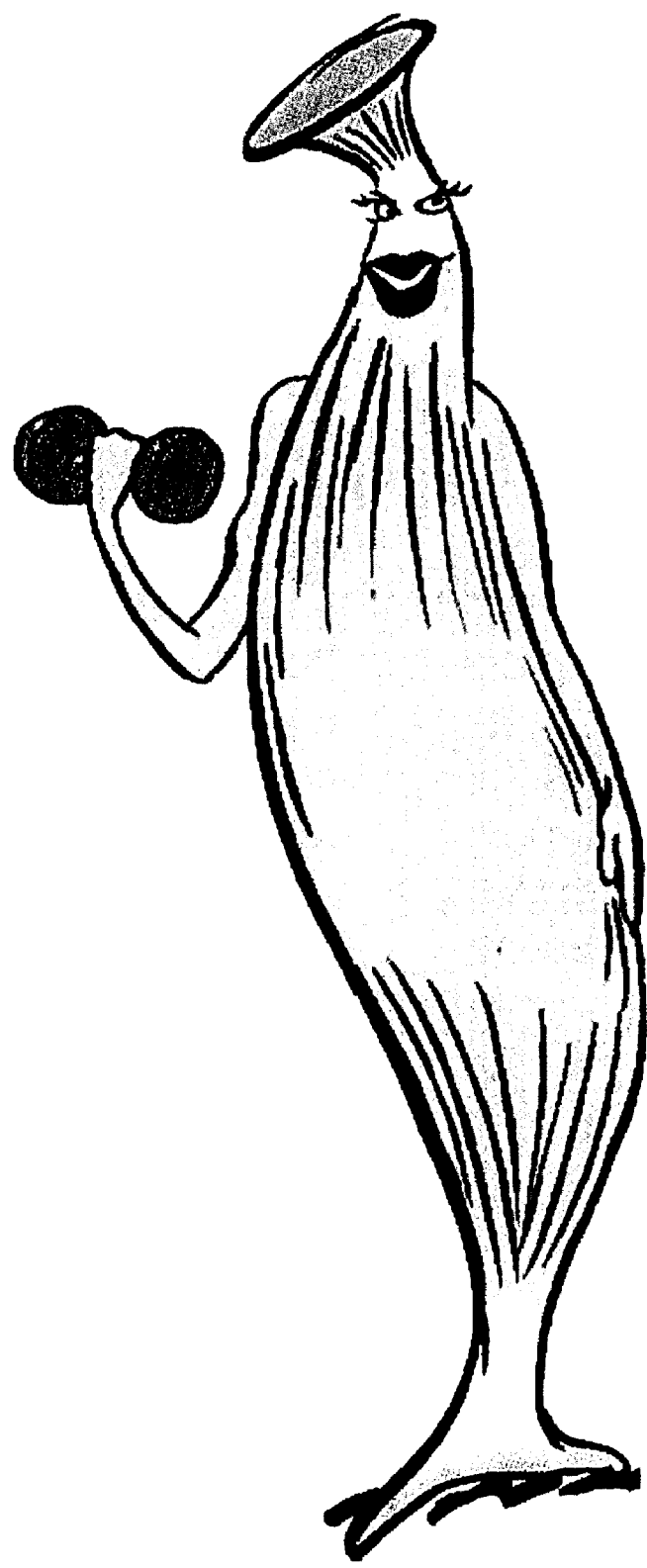


(#2300H)
(#2301H Smaller Edition)

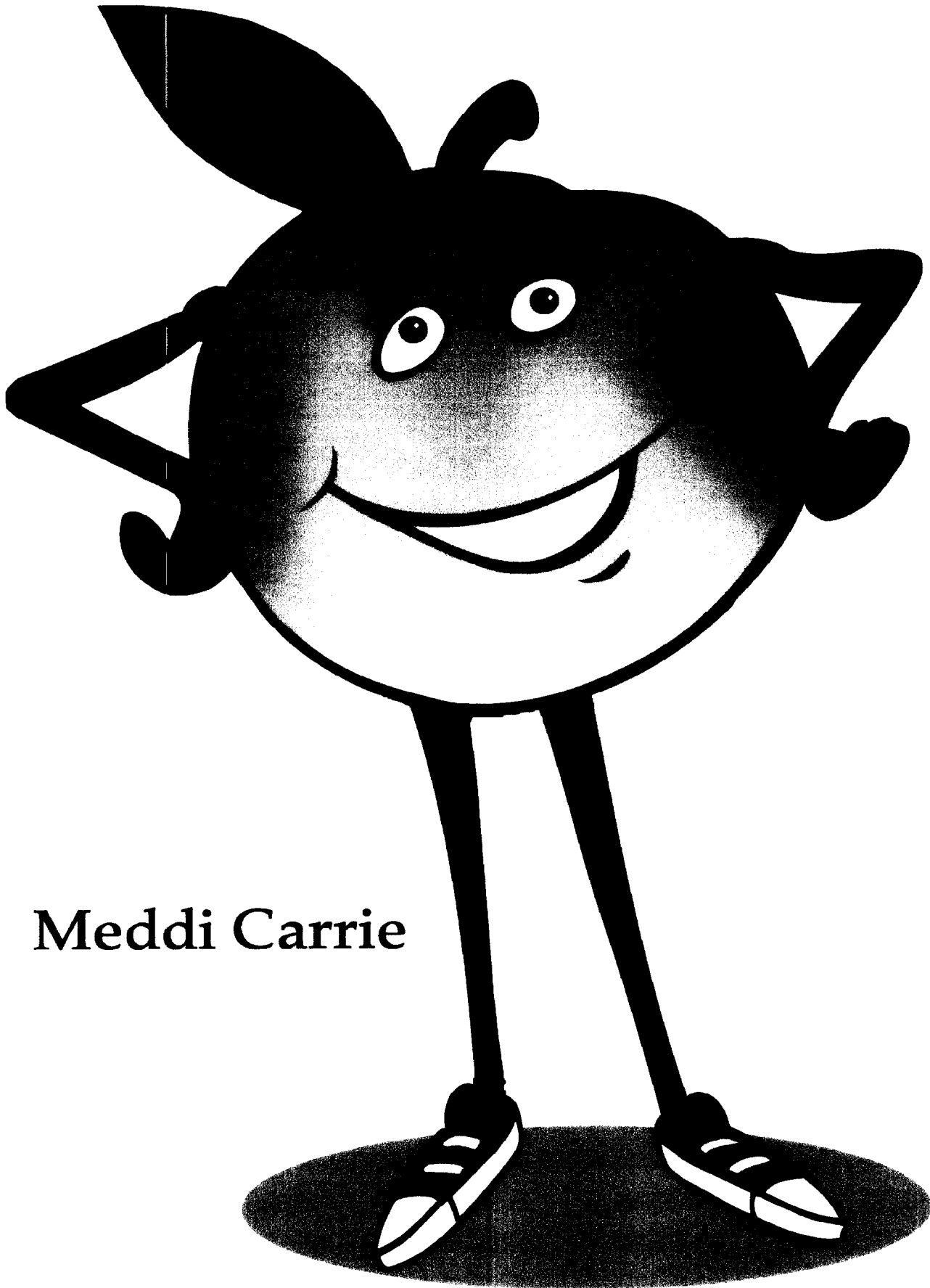
LITTLE
**ORGAN
ANNIE**

Luigi Liver®

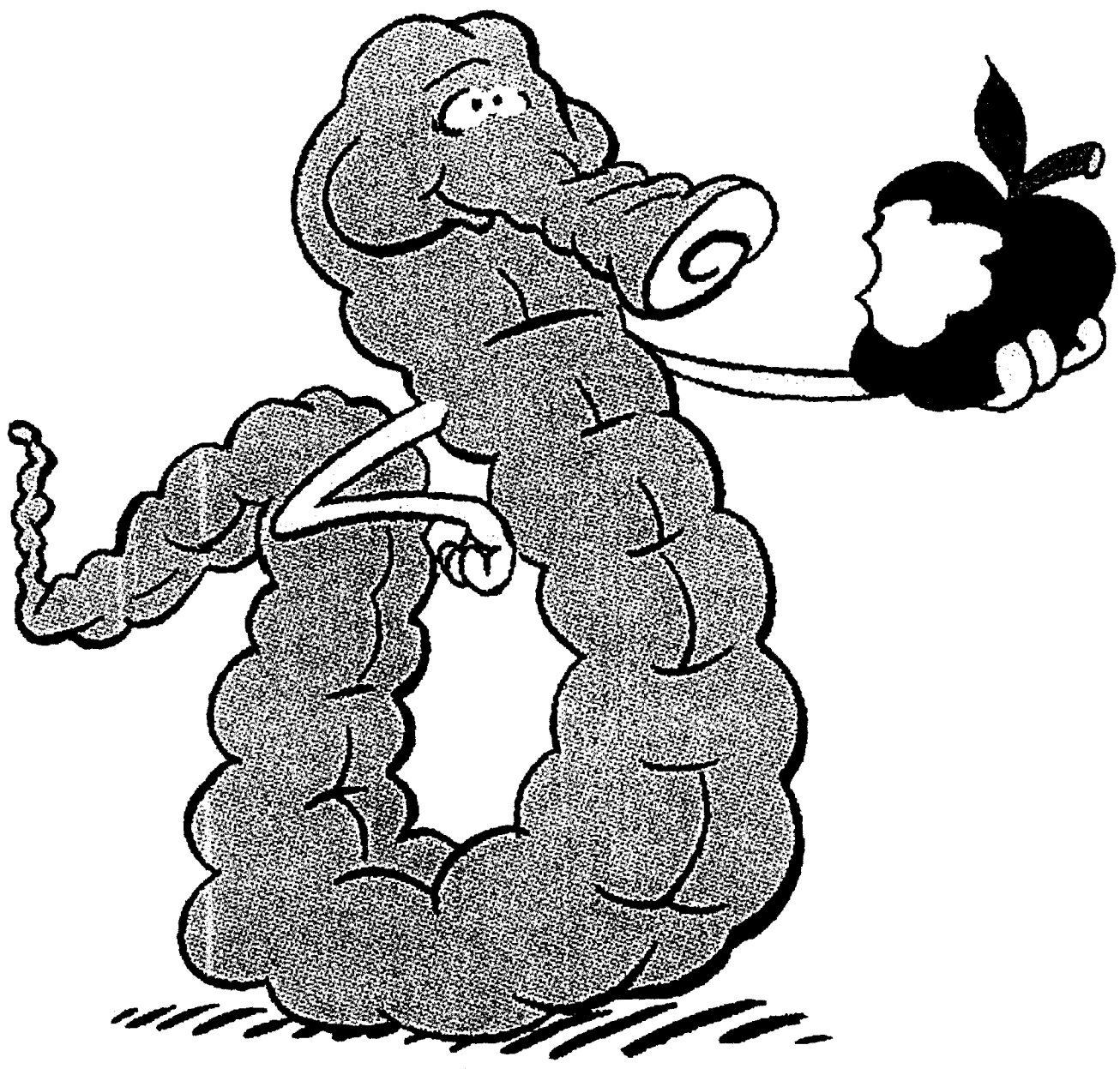




Madame Muscle[®]

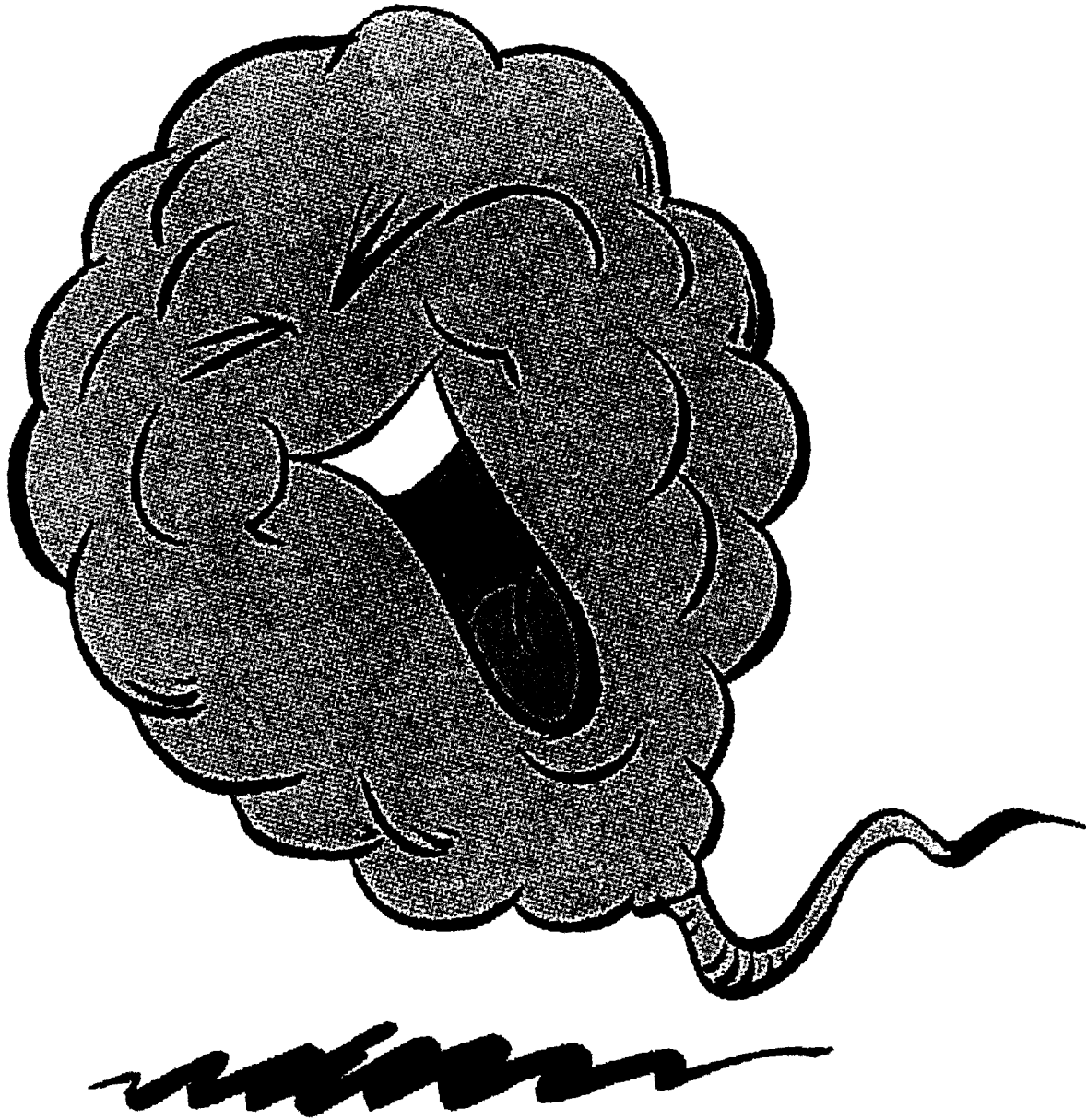


Meddi Carrie



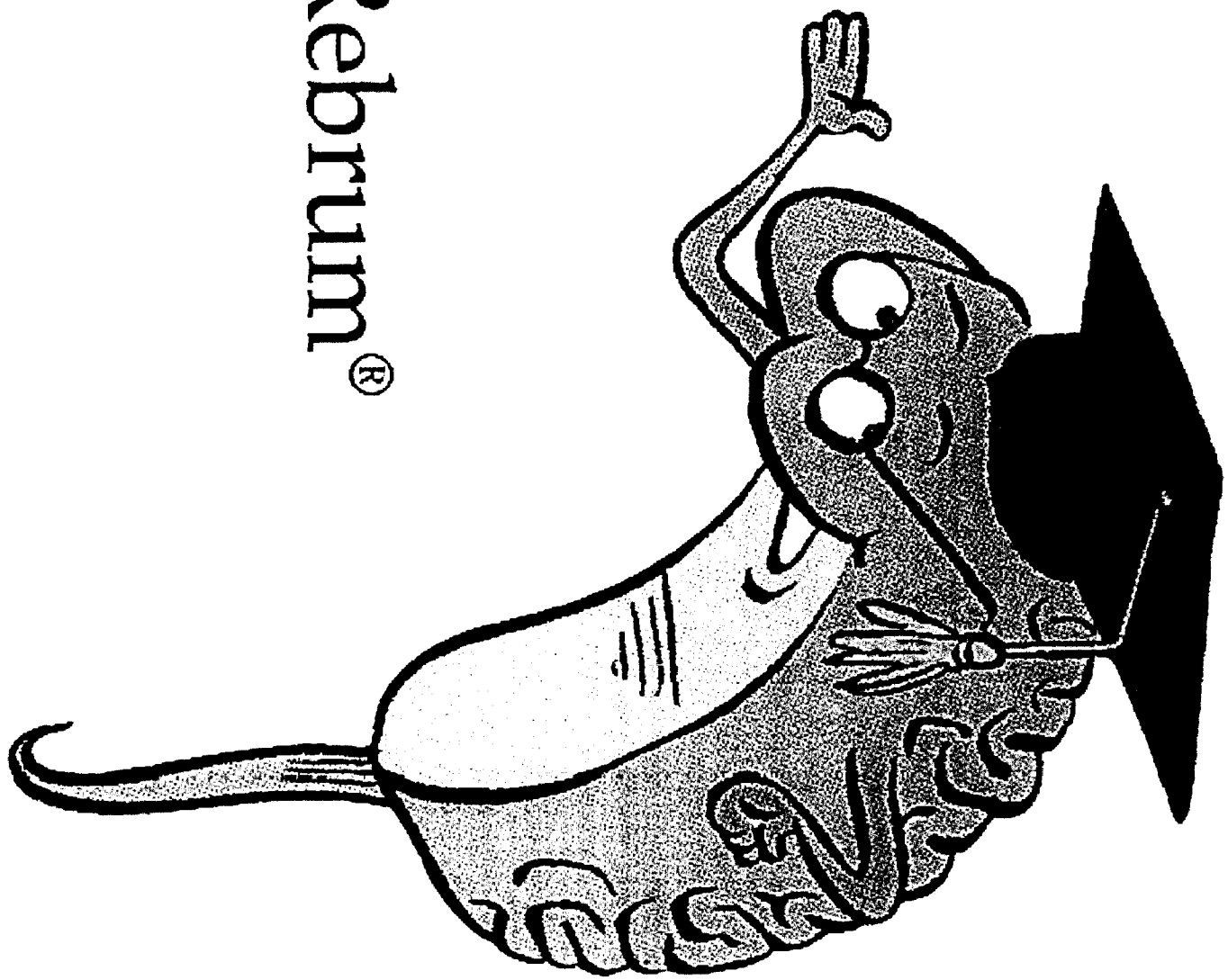
Peri Stolic[®]

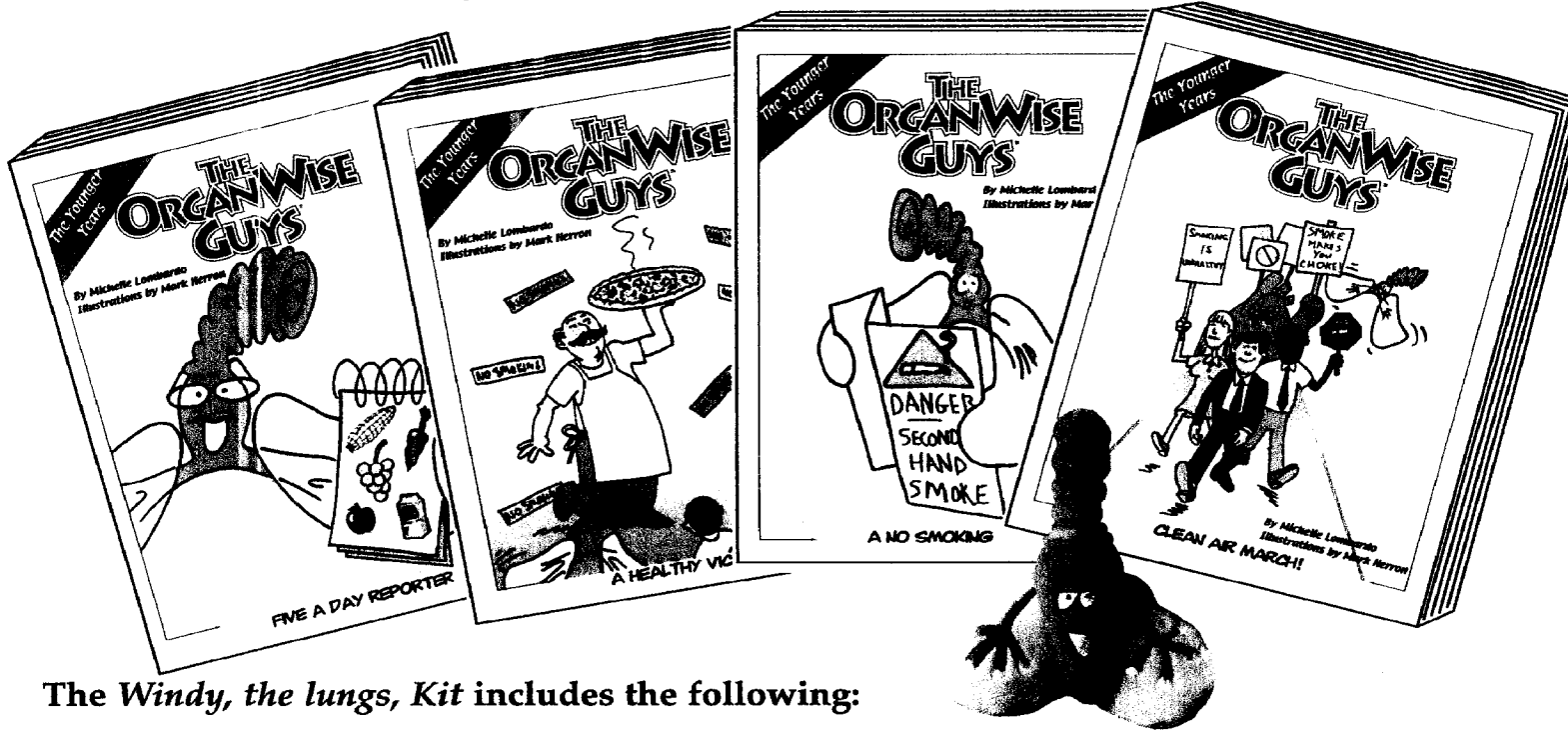
Appendix M



Peter Pancreas[®]

Sir Rebrum®





The Windy, the lungs, Kit includes the following:

- Four (4) - 8 1/2 X 11 - 20 page, 4-color throughout soft cover books with teacher activities.

Clean Air March! (#2031)

Windy, the lungs, is all for keeping air quality clean. So when she and her friends got "wind" of the mayor's plan for a Clean Air March, they knew they wanted to be involved and that it needed to be fun!

A No Smoking Policy! (#2032)

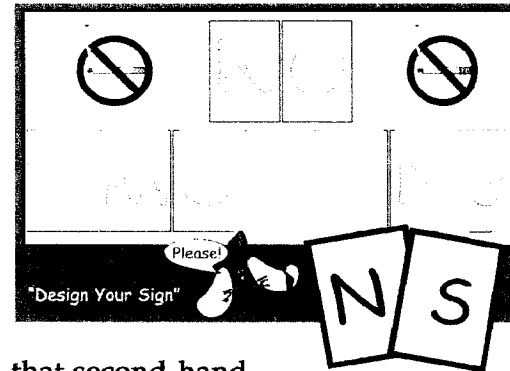
Windy can't understand why her friend is suddenly coughing all the time. Then she learns that second-hand smoke is making her friend sick! This discovery leads to a "no smoking policy" in that house.

A Healthy Victory! (#2033)

When The OrganWise Guys learn that their new friend has asthma and that second-hand smoke can trigger an attack, they decided they could no longer visit their favorite pizza place. That is, of course, until they convince the owner to become a "no smoking" establishment!

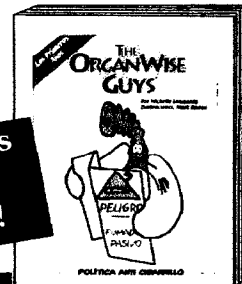
Five a Day Reporter (#2034)

When Windy learns about eating 5 a day, she "secretly" follows Hardy Heart for a day to make sure he's getting his five. Windy likes to make sure everyone is picking the freshest snacks of all . . . fruits and vegetables.



- The Windy No Smoking Card Game (#2035)
- A plush Windy Educational Tool (#2036)

All four books available in Spanish!



Item #2030 Windy Kit - Price \$49.95

(See page 3 for individual item pricing.)

Additional items available for download on the web:

- Lesson Plans/Curriculum Objectives for use with this item
- Windy Certificate for students
- Evaluation Tool for use with this item
- Interventions Underway and/or Evaluation Results using this item

Quantity Discounts

10-30	10%	- \$44.96 @
31-100	20%	- \$39.96 @
101+	30%	- \$34.97 @

TRADEMARK