\* We will also be shipping a hard copy via UPS.

Please notify us if There is anything eise you need from us! S. DEPARTMENT OF COMMERCE Form PTO-1594 (Rev. 07/05) 01-19-2006 States Patent and Trademark Office OMB Collection 0651-0027 (exp. 6/30/2008) **RECO** 6 103160012 its or the new address(es) below. To the Director of the U.S. Patent and Trade. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) ☐ Yes Wellness Incorporated Additional names, addresses, or citizenship attached? **⊠** No Name: The Organ Wise Guys Incomorated Internal (Same company Just new name) Individual(s) Association Address: Street Address: 3838 Song River Circle General Partnership Limited Partnership S-CORP ☑ Corporation- State: <u>\& COVQ | Q</u> Other State: GA Citizenship (see guidelines) Country: USA Additional names of conveying parties attached? Tyes No Association Citizenship General Partnership Citizenship 3. Nature of conveyance )/Execution Date(s): Limited Partnership Citizenship Execution Date(s) \annual \all \lambda Corporation Citizenship Uni Assignment Change of Name Security Agreement If assignee is not domiciled in the United States, a domestic Other (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) see attached sheet for dumarks Additional sheet(s) attached? X Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Kaves for each 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Internal Address: additional Authorized to be charged by credit card Authorized to be charged to deposit account בלוס Street Address: 🚄 Enclosed City: DUL UTA 8. Payment Information: a. Oredit Card Last 4 Numbers State:\_GA **Expiration Date** Phone Number: 770-844-810810 b. Deposit Account Number 440E Authorized User Name Email Address: Karch@ Organwkeawks,com

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Signature

Name of Person Signing

9. Signature:

TRADEMARK REEL: 003288 FRAME: 0938

Total number of pages including cover sheet, attachments, and document:

## Recordation Form for Trademarks: CHANGE OF NAME (continuation of Item #4)

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

o 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

o See Appendix A (Filed November 17, 2005)

Trademark Application/Serial number: 75886292
 Trademark Registration number: 2410691

Identification or Description of Trademark: Calci M. Bone

o See Appendix B

Trademark Application/Serial number: 74652095
 Trademark Registration number: 2096314
 Identification or Description of Trademark: Hardy Heart

o See Appendix C

Trademark Application/Serial number: 76649014

Trademark Registration number:
 Still waiting on a Registration #

Identification or Description of Trademark: Healthology 101

o See Appendix D (Filed October 17, 2005)

Trademark Application/Serial number: 75628858
 Trademark Registration number: 2359685
 Identification or Description of Trademark: Sid Kidney

o See Appendix E

Trademark Application/Serial number: 75628859
 Trademark Registration number: 2359686
 Identification or Description of Trademark: Kid Kidney

o See Appendix E

Trademark Application/Serial number: 75163927
 Trademark Registration number: 2216850

Identification or Description of Trademark: The Kidney Brothers

o 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

o See Appendix H

Trademark Application/Serial number: 75843602
 Trademark Registration number: 2404030
 Identification or Description of Trademark: Luigi Liver

o 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

o 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

o See Appendix O

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 9<sup>th</sup> 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**

	62		
	Ruch	Loop	
By:			 
Title:			 

STATE OF : I LLINO IS

On this $30$ day of $N_{0V}$ , 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared $N_{VAN} C N_{UOD}$ , known by to be the person of the above name [and an officer of $N_{VAN} C N_{UOD}$ , and when the content of the second to execute this Assignment on behalf of $N_{VAN} C N_{UOD}$ , and when the content of $N_{VAN} C N_{UOD}$ , and when the content of $N_{VAN} C N_{UOD}$ , and when the content of $N_{VAN} C N_{UOD}$ , and when $N_{VAN} C N_{UOD}$ , and $N_{VAN} C N_{UOD}$	me ] duly
Given under my hand and seal of office this 30 day of 100 / , 200	005.

DIL

Official Seal Michael J Kenyon Notary Public State of Minois My Commission Expires 06/18/2009

Notary Public

9025 Rundal ( Rd # e St. Charles, IL 60174

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CANDICE	-Lise
Ву:	<del></del>
Γitle:	
STATE OF	:
	:
COUNTY OF	:
the State and County me to be the person of authorized to execute	day of Nov., , 2005, before me, a Notary Public in and for aforesaid, personally appeared <u>Candier J. EJengor</u> known by of the above name and an officer of <u>Praire Comment in</u> , duly e this Assignment on behalf of <u>Guner Ship</u> , 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 Milf

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

**Notary Public** 

Official Seal Michael J Kenyon Notary Public State of Winois
My Commission Expires 08/18/2009

9025 Randal/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: K300856 EFFECTIVE DATE: 10/31/2005 REFERENCE : 0045
PRINT DATE : 11/22/2005
FORM NUMBER : 611 PAGE 01

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

11/26/2005 11:15

## 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.



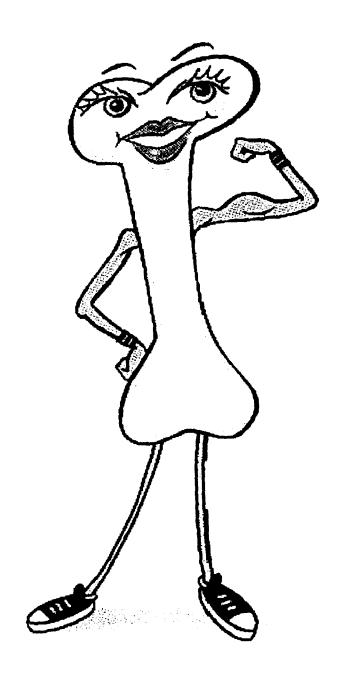




Cathy Cox Secretary of State

Appendix A





Calci M. Bone®

Appendix C

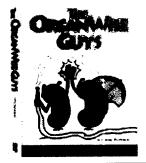


Sample of actual Hardy Heart®



Healthology 101

AppendixE



## H<sub>2</sub>Ohhhhh! 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.

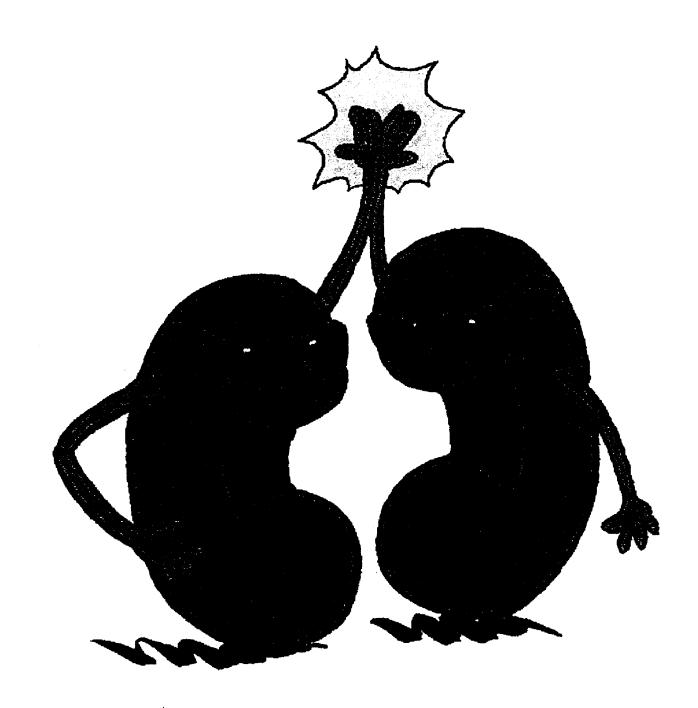
# Circle your rating:

Language Arts/Healthy Lifestyle

Thumbs UP! **Thumbs** 

DOWN!



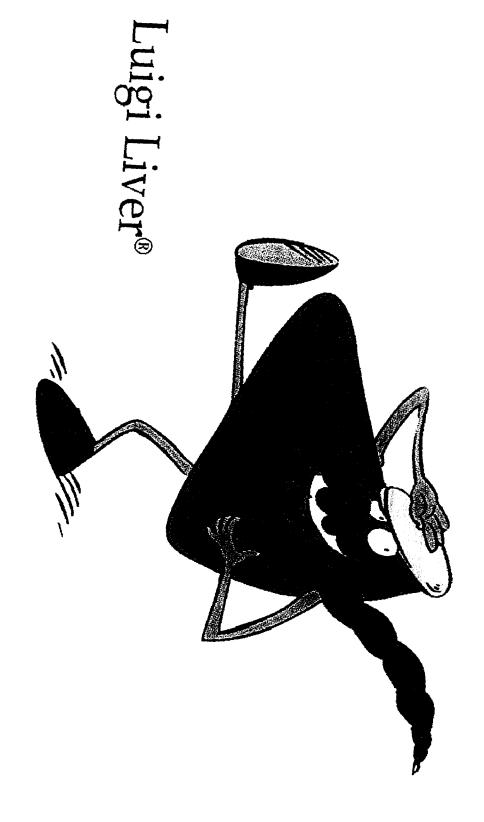


The Kidney Brothers®

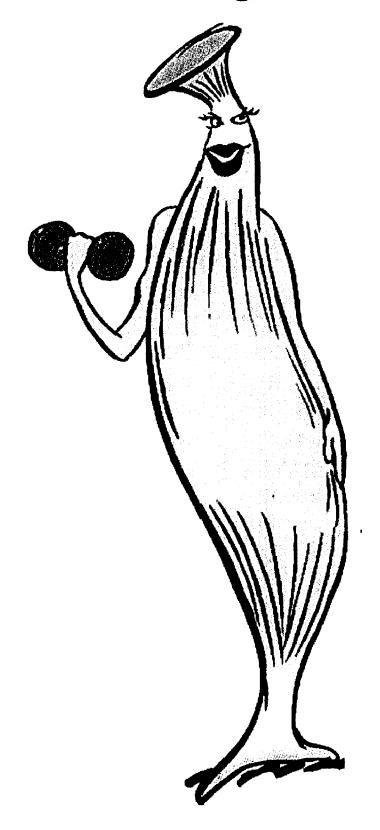
# Appendix G





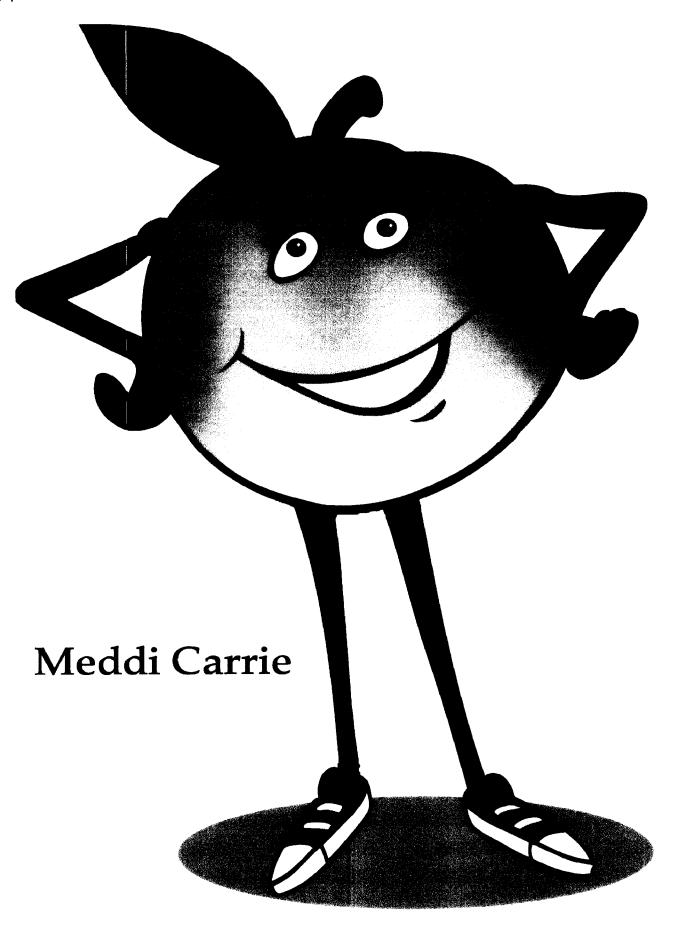


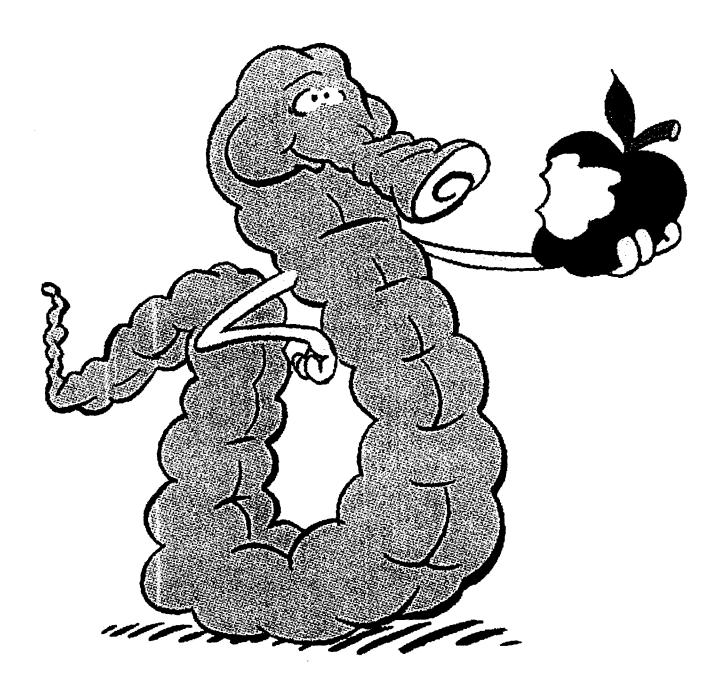
Appendix J.



Madame Muscle®

Appendix X

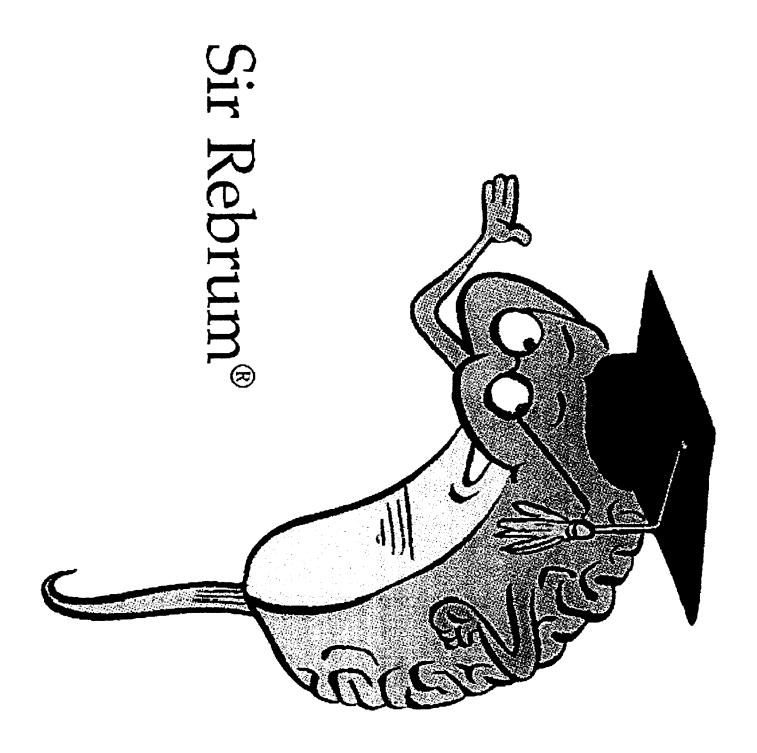




Peri Stolic®

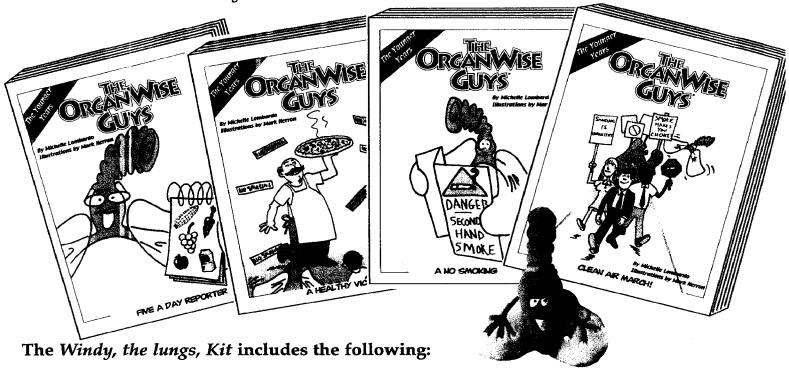


Peter Pancreas®



The Organ Wise Guys® - The Younger Years

Windy® Kit (#2030) (AGES 4-9) Each item is also sold separately.



• 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)

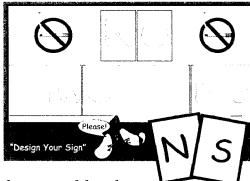
## Item #2030 Windy Kit - Price \$49.95 (See page 3 for individual item pricing.)

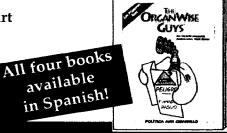
## Additional items available for download on the web:

- Lesson Plans/Curriculum Objectives for use with this item
- Windy Certificate for students

RECORDED: 01/11/2006

- · Evaluation Tool for use with this item
- Interventions Underway and/or Evaluation Results using this item





## Quantity Discounts

 $10-30 - 10^{\circ} e - 544.96^{\circ} e$  $31-100 - 20^{\circ} e - 539.96^{\circ} e$ 

101+ 30% - \$34.97 @

TRADEMARK

REEL: 003288 FRAME: 0962