

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Akrum Alrahib		05/13/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Kretek International
Street Address:	5449 Endeavour Court
City:	Moorpark
State/Country:	CALIFORNIA
Postal Code:	93021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	78241607

CORRESPONDENCE DATA

Fax Number: (805)531-9681
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 805-531-8888
 Email: dominiquemcelwain@kretek.com
 Correspondent Name: Dominique McElwain
 Address Line 1: 5449 Endeavour Court
 Address Line 4: Moorpark, CALIFORNIA 93021

NAME OF SUBMITTER:	Dominique McElwain
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Total Attachments: 5
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90000290

TRADEMARK
REEL: 002650 FRAME: 0107

OP \$40.00 78241607

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AGREEMENT

This Agreement (hereinafter "the Agreement") is entered into by and between KRETEK INTERNATIONAL (hereinafter "Kretek") and AKRUM ALRAHIB (hereinafter "Alrahib") on this 13th day of May, 2003.

WHEREAS, Kretek currently owns all right, title and interest in the United States Trademark in and to the Trade Name "Dreams";

WHEREAS, Alrahib has applied for the United States Trademark in and to the Trade Name "Dream Blunts";

WHEREAS, in settlement of any potential dispute regarding infringement of the Trade Name "Dreams Blunts" upon the Trade Name "Dreams", Kretek and Alrahib have agreed that Alrahib shall transfer to Kretek the United States Trademark in and to the Trade Name "Dream Blunts";

WHEREAS, Kretek and The Dream Products, Inc. of which Alrahib is President have entered into that certain Exclusive Distribution Agreement whereunder Kretek shall be the exclusive distributor worldwide;

WHEREAS, Kretek has agreed with Alrahib and The Dream Products, Inc. to allow Alrahib and The Dream Products, Inc. to use the name "Dream Blunts" in connection with the manufacture of the Dream Blunts for exclusive distribution of the Dream Blunts by Kretek as long as the subject Exclusive Distribution Agreement remains in full force and effect;

NOW THEREFORE, in consideration of the promises and covenants stated herein, Kretek and Alrahib (hereinafter "The Parties") agree to the following provisions:

1. **Transfer of Trademark – "Dream Blunts".** For good and valuable consideration, receipt of which Alrahib acknowledges, Alrahib hereby sells, transfers and conveys to Kretek all right, title and interest in and to the United States Trademark in and to the Trade Name "Dream Blunts".

2. **Representations – “Dream Blunts” Trademark.** Alrahib, President of The Dream Products, Inc., hereby represents that Alrahib has applied for the United States Trademark in and to the Trade Name “Dream Blunts,” that Alrahib not conveyed any interest of any kind in and to the “Dream Blunts” Trademark to any other entity, that Alrahib’s interest in the “Dream Blunts” Trademark is free and clear of any lien or encumbrance, and that Alrahib has full and complete authority to sell, transfer and convey Alrahib’s interest in the United States Trademark in and to the Trade Name “Dream Blunts” to Kretek pursuant to the terms and conditions of this Agreement.

3. **Additional Documents.** Alrahib agrees to provide any and all documents received by Alrahib related to the “Dream Blunts” Trademark to Kretek immediately upon receipt including but not limited to any documents forwarded by the United States Patent and Trademark Office.

4. **Additional Performance.** Alrahib shall perform any and all other acts reasonable and necessary to effect the sale, transfer and conveyance of the United States Trademark in and to the Trade Name “Dream Blunts” to Kretek including but not limited to the execution and delivery and/or filing of any additional documents.

5. **Injunctive Relief.** The Parties acknowledge and agree that the violation of any provision of this Agreement will cause the Parties irreparable harm which cannot be adequately calculated or compensated by monetary damages. The Parties therefore agree that, in the event of any actual or threatened violation of any provision of this Agreement, either of the Parties shall be entitled to a temporary restraining order and to a preliminary and permanent injunction against the other to prevent or cease any violations of this Agreement, and that such relief may be granted without the necessity of posting a bond and without the necessity of proving actual damages sustained by the respective party.

6. **Arbitration.** Other than claims for injunctive relief as indicated hereinabove, the Parties agree that any controversy, dispute, or claim between them relating to or arising under this Agreement shall be submitted to final and binding arbitration, to be held in the County of Ventura in accordance with and pursuant to the rules of American Arbitration Association (“AAA”) then in force or any successor rules except as set forth below. The fees of the arbitrator and the AAA shall be shared equally by each party. The arbitrator shall have no power to modify any provision of this Agreement or to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the State of California, or to make an award or impose a remedy that is not requested by a party to any dispute. The award of the arbitrator shall be final and binding upon the parties and may be entered as a judgment in any California court of competent jurisdiction, and the Parties hereby consent to the jurisdiction of the courts of the State of California. With respect to any claim for injunctive relief as indicated hereinabove, the Parties agree that the party seeking the relief may, at its option, proceed on a claim for such relief in a court of competent jurisdiction or in binding arbitration pursuant to terms hereof.

7. **Severability and Modification.** It is the desire of the Parties that this Agreement be binding and enforceable to the maximum extent permitted by law. The Parties agree that if, in any legal action or arbitration relating to this Agreement, any provision, term, right, restriction, covenant, or promise in this Agreement is found to be invalid, illegal, or unenforceable for any reason, then the Parties agree to have the Court or court arbitrator make a modification of such provision, term, right, restriction, covenant, or promise but only to the minimum extent necessary to make provision, term, right, restriction, covenant, or promise valid and enforceable. All provisions, terms, rights, restrictions, covenants, and promises in this Agreement are intended to be severable from every other provision, term, right, restriction, covenant, and promise so that the modification, illegality, invalidity, or unenforceability of any particular provision, term, right, restriction, covenant, or promise in this Agreement shall not affect the legality, validity, or enforceability of any remaining provision term, right restriction, covenant, or promise herein. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision.

8. **Alrahib Representations.** Alrahib acknowledges and agrees that Alrahib has entered into this Agreement knowingly and voluntarily and not in reliance upon any promise or representation not set forth expressly herein. This Agreement sets forth the entire agreement between the Parties, and supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby.

9. **Krettek Representations.** Krettek acknowledges and agrees that Krettek has entered into this Agreement knowingly and voluntarily and not in reliance upon any promise or representation not set forth expressly herein. This Agreement sets forth the entire agreement between the Parties, and supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties.


10. **Facsimile – Original.** This Agreement may be executed in counterparts and, furthermore, the Parties agree that a facsimile signature shall be deemed an original until such time as the Parties shall meet in person to execute the number of hard copies that each may require.

11. **Attestation.** The signatories to this Agreement hereby acknowledge and agree that each such Signatory has the power and legal authority to enter into this Agreement, that each such Signatory has read and understood each provision hereunder, and, in consideration of the covenants and promises stated herein, each such Signatory agrees to comply with the terms and conditions of this Agreement.

KRETEK INTERNATIONAL

By: 

Dr. Mark Cassar

By: 

Akrum Alrahib

NOTARY SEAL



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On May 13, 2003 before me, Cynthia Carter
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Akzum ALZAHIB & Dr. Mark Cassar
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: May 13, 2003 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

