

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Ms. Carolyn Westbrook		10/08/2003	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercantile Resources Limited		
<b>Street Address:</b>	41 Central Chambers Dame Court		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2118843	SWEET PEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(305)377-8695		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mail@pcblaw.com		
<b>Correspondent Name:</b>	Alexander E. Barthet		
<b>Address Line 1:</b>	200 S. Biscayne Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Todd Gabor		
<b>Address Line 1:</b>	132 Spruce Street		
<b>Address Line 4:</b>	Cedarhurst, NEW YORK 11516		
<b>NAME OF SUBMITTER:</b>	Alexander E. Barthet, Esq.		
<b>Total Attachments: 1</b> source=20031022145907_00001#page1.tif			

OP \$40.00 2118843

**Exhibit "B"**

**ASSIGNMENT**

This Agreement is by and between Carolyn Westbrook ("Assignor") having a principal place of business at P.O. Box 73, Chatfield, Texas 75105 and Mercantile Resources Limited ("Assignee") having a principal place of business at 41 Central Chambers Dame Court, Dublin, Ireland;

Now therefore, in consideration of the mutual terms, conditions and covenants contained herein, ten (\$10) dollars, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Assignor and Assignee agree as follows:

1. "Property," as used herein shall be the SWEET PEA trademark (Federal Registration Number 2118843) and any and all associated registered and common law trademarks and/or service marks, domain names (in any and all country and top level domain names), and any and all goodwill and secondary meaning associated with same.
2. Assignor hereby assigns, grants, transfers, sets over and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Property. This Assignment shall be exclusive and complete and include, but not limited to, the unlimited and exclusive right to copy, use, distribute, import, export, market, improve, and sue for the infringement of, and sell the Property. Assignor shall not have any right, title or interest remaining in the Property or any right, title, or interest in additional compensation.
3. This Agreement shall be enforced under and construed in accordance with the laws of the State of Florida (without regard to its conflict of laws principles) and adjudicated in a court of competent jurisdiction in Miami-Dade County, Florida. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought. Both Assignor and Assignee have read the entire Agreement and agree to all the terms and conditions contained herein.

Date: OCT 8 2003

ASSIGNEE

Sandra Sewell Jones  
Signature

SANDRA SEWELL JONES  
Printed Name

ASSIGNOR

Carolyn Westbrook  
Signature

Carolyn Westbrook  
Printed Name