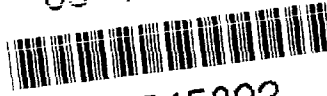




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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Arise & Shine Herbal Products, Inc. **9803**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Young Living Essential Oils
 Internal Address: _____
 Street Address: 250 South Main Street
 City: Payson State: UT Zip: 84651

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Utah
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Purchase Contract

Execution Date: 09/06/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,475,896

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Arlir M. Amado
 Internal Address: KRAMER & AMADO, P.C.
Crystal Plaza One

 Street Address: 2001 Jefferson Davis Highway
Suite 1101
 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0578

09/09/2003 BYTRME 00000137 2475896 01 FC:0521

DO NOT USE THIS SPACE

9. Signature. 40.00 OP

Arlir M. Amado
 Name of Person Signing

Signature

Sept. 9, 2003
 Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK PURCHASE CONTRACT

This TRADEMARK PURCHASE CONTRACT is entered into this 6th day of September, 2002, by and between Young Living Essential Oils with its principal office at 250 South Main Street, Payson, Utah, 84651 U.S.A. ("Purchaser") and Arise & Shine Herbal Products, Inc., a California corporation, with its principal office at 401 Berry Street, Mt. Shasta, California, 96067 U.S.A. ("Seller").

WHEREAS Seller owns a certain valuable registered trademark in which Purchaser agrees to purchase all rights to the trademark. Seller agrees to transfer Registered CARBOZYME Trademark No. 2,475,896, including all common law rights and goodwill in the mark CARBOZYME to Purchaser for the agreed upon purchase price of \$5,000.

1. Purchase

1.1 Upon the terms and conditions hereinafter set forth, Seller agrees to transfer all rights of Registered CARBOZYME Trademark No. 2,475,896, including Seller's common law rights and goodwill in the mark CARBOZYME to Purchaser. This transfer shall be exclusive to Purchaser.

1.2 Seller shall be responsible for providing Purchaser with the documentation related to the Registered Trademark, including the application for registration, registration number, and all other documentation specific to the trademark.

1.3 Purchaser shall be responsible for all trademark transfer documentation preparation, filing, and associated fees.

1.4 Purchaser shall provide Seller with transfer documentation.

2. Price of the Contract

2.1 Price of the Contract shall be \$5,000. The payment shall be settled in US dollars in one lump sum.

3. Condition of Payment

3.1 Purchaser shall remit payment to Seller within ten (10) days of successful transfer of trademark.

4. Guarantees and Indemnities

- 4.1 Seller warrants and represents that Seller is the legitimate owner of the Registered CARBOZYME Trademark No. 2,475,896 under the Contract and that Seller is lawfully in a position to transfer the Registered Trademark. Seller has not licensed the mark CARBOZYME in any manner, there are no laws or encumbrance against the CARBOZYME mark, and no adverse claims have been asserted against the CARBOZYME mark by any third party.
- 4.2 Both Parties warrant and represent that they have and will continue to comply with all foreign, federal, state, and local laws, regulations and ordinances pertaining to the subject matter of the Contract and will fully indemnify the other Party against any claims losses, liabilities and expenses incurred by the other Party as the result of any violation of any such laws, regulations or ordinances by the Party in violation or its employees or agents.
- 4.3 Seller agrees not to contest or object to Purchaser's use or registration of the CARBOZYME trademark, and also agrees not to use or register any marks that cause confusion with the CARBOZYME mark.
- 4.4 Seller transfers to Purchaser its common law rights and goodwill in the mark CARBOZYME, but Seller makes no representations or warranties and hereby disclaims the same regarding other possible common law users of the mark CARBOZYME.

5. Distribution

- 5.1 Both parties are currently distributing a product known as CARBOZYME, similar and almost identical in formulation. Therefore, Purchaser will allow Seller to continue to utilize the CARBOZYME mark for a period of six (6) months to allow ample time to distribute existing inventory. After such time, Seller shall discontinue the product and shall not have the right to use the Registered CARBOZYME Trademark.

This Contract constitutes and represents the entire agreement of the Parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between these Parties are incorporated herein or superseded in their entirety by this Contract. No Party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Contract. This contract shall be governed by the laws of the state of New York.

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Purchase Contract, effective as of the date set for the hereinabove.

ARISE & SHINE HERBAL PRODUCTS, INC., A CALIFORNIA CORPORATION
("Seller")

By: Avona L'Cartier
Name: Avona L'Cartier
Title: President + CEO

YOUNG LIVING ESSENTIAL OILS ("Purchaser")

By: Robert Johnson
Name: Robert Johnson
Title: CEO