

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Kenneth J. Grand		06/21/2004	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earth Essentials		
<b>Street Address:</b>	P.O. Box 40339		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93140		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2358419	TERRAPIN OUTDOOR SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)693-0735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	805-693-0685		
<b>Email:</b>	felixfischer@fischeriplaw.com		
<b>Correspondent Name:</b>	Felix L. Fischer		
<b>Address Line 1:</b>	1630 Mission Drive, Suite 204		
<b>Address Line 4:</b>	Solvang, CALIFORNIA 93463		
<b>ATTORNEY DOCKET NUMBER:</b>	E002 T04001		
<b>NAME OF SUBMITTER:</b>	Felix L. Fischer		
<b>Total Attachments: 2</b>			
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**OP \$40.00 2358419**

# ASSIGNMENT

WHEREAS, Kenneth J. Grand, a resident of Santa Barbara, California hereinafter referred to as the "Assignor" is the owner of the trademark of a typed drawing for TERRAPIN OUTDOOR SYSTEMS having US Trademark registration no. 2358419, hereinafter the "Trademark", for use in association with sun blocks, non-medicated lip balms, skin creams, body lotions, soaps, skin cleansers, hereinafter "Goods";

WHEREAS, EARTH ESSENTIALS, a California Corporation, having a mailing address of P.O. Box 40339, California 93140, hereinafter referred to as "Assignee", desires to acquire the entire right, title and interest in and to said Trademark and all goodwill associated therewith for use in association with the Goods and any and all trademark registrations which may be granted thereon in the United States or any foreign country, including without limitation, United States Trademark Registration no. 2358419;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to said Trademark in the United States or any foreign country, including any registrations or applications for registration thereof with any divisions, substitutions, conversions, reissues, additions, renewals or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby covenants, warrants and represents that he has not heretofore granted any license, right or privilege with respect to the Trademark or any applications for registration or registrations thereof, or in any other way encumbered the same, and that he has the full right to make this Assignment.

3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, he will promptly execute all papers necessary or desirable to perfect ownership of the Trademark or any applications for registration or registrations thereof, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting any application for registration, for use in any litigation or other proceedings involving the Trademark or any applications for registration or registrations thereof, for refilling said applications, for filing of renewals or other applications which are deemed necessary or desirable by Assignee, or for the filing in foreign countries of applications for registration of the Trademark.

