

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Debra Root		07/28/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Peanut Better, Inc.
Street Address:	9410 De Soto
Internal Address:	Unit G
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2543652	PEANUT BETTER

CORRESPONDENCE DATA	
Fax Number:	(415)369-9053
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415)369-9050
Email:	quashnock@schinner.com
Correspondent Name:	Marie G. Quashnock
Address Line 1:	96 Jessie Street
Address Line 4:	San Francsico, CALIFORNIA 94105

NAME OF SUBMITTER:	Marie G. Quashnock
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Total Attachments: 5 source=225A28C8#page1.tif source=225A28C8#page2.tif source=225A28C8#page3.tif source=225A28C8#page4.tif source=225A28C8#page5.tif
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CH \$40.00 2543652

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made as of July 22, 2004 between Debra Root ("Assignor"), an individual having an address at 4 Bloomfield Drive, Henderson, Nevada 89052, and Peanut Better Inc. ("Assignee"), a California corporation located at 9410 De Soto Avenue, Unit G, Chatsworth, CA 91311

RECITALS

WHEREAS, Assignor owns or claims proprietary rights and interests in and to a certain trademark and other intellectual property rights relating to the name "PEANUT BETTER", including the United States Trademark Registration No. 2543652 (collectively, the "Intellectual Property").

WHEREAS, Assignee wishes to obtain all rights to the Intellectual Property to commercially exploit, market and distribute the Intellectual Property; and

WHEREAS, Assignor is willing to grant such rights and the assignment as provided herein under the terms of a Settlement Agreement and Mutual General Release between these parties and executed concurrently herewith, which is deemed incorporated herein (the "Release").

NOW, THEREFORE, in consideration of the mutual agreements contained in this Assignment, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. ASSIGNMENT

For good and valuable consideration as set forth in the Release and this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably grants and assigns to Assignee its successors and assigns, all right title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the mark, and the above identified registration, including rights under any applicable international treaties or agreements, subject only to the fulfillment of the terms as set forth in the Release. This assignment also includes the rights to sue and collect for all future, present and past infringements of the Intellectual Property, including

and clear of any liens or encumbrances or the required consents of any third parties;

- b. Assignor will execute, at the expense of Assignee, all legal documents in connection with maintaining, protecting and enforcing the Intellectual Property as Assignee deems necessary and to fully cooperate with Assignee in every way in efforts to resolve claims relating to the Intellectual Property;
- c. To the best knowledge of the Assignor, the use, sale and distribution of the Intellectual Property does not violate the rights of any third parties; and

Assignee represents and warrants that:

- a. Assignee has the power and authority to make and enter into this Assignment.

3. INDEMNIFICATION

Assignor agrees to defend, indemnify, and hold harmless Assignee and its officers, directors, employees and agents, from and against any claims, alleging or resulting from the breach of the warranties contained herein. Assignee shall provide notice to Assignor promptly of any such claim, suit, or proceeding and shall assist Assignee, at Assignor's expense, in defending any such claim, suit or proceeding.

Assignee agrees to defend, indemnify, and hold harmless Assignor and its officers, directors, employees and agents, from and against any claims, alleging or resulting from the breach of the warranties in Section 2, and from Assignee's use of the mark from and after the date of this Assignment. Assignor shall provide notice to Assignee promptly of any such claim, suit, or proceeding and shall assist Assignor, at Assignee's expense, in defending and such claim, suit or proceeding.

4. LIMITATIONS

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS ASSIGNMENT, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OTHER THAN THE BREACH OF THIS ASSIGNMENT OR THE RELEASE AND

5. GENERAL PROVISIONS

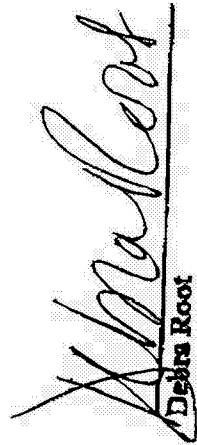
- a. This Assignment will be governed by and construed in accordance with the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within that state between residents of that state. In the event of conflict, the laws of the United States shall prevail.
- b. This Assignment and the Release constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. The Assignment may not be modified except by written instrument signed by both parties.
- c. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- d. If any dispute arises between the parties with respect to the matters covered by this Assignment which leads to a proceeding to resolve such dispute, the prevailing party in such proceedings shall be entitled to receive its reasonable attorney's fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which it may be entitled.
- e. All notices, requests and other communications required to be given under this Assignment must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. Any such notice will be considered to have been given when received, or if mailed, five (5) business days after it was mailed, as evidenced by the postmark. The mailing address for notice to either party will be the address shown in the Preamble of this Assignment. Either party may change its mailing address by notice as provided by this Section.

LEE SACKS
818-112-3013
IU: 17024075188

3104373380
INSTRUMENTAL JG DINE

IN WITNESS WHEREOF, the parties have executed this Assignment as of the
date first above written.

ASSIGNOR:


Debra Root

ASSIGNEE:

PEANUT BETTER, INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

Debra Root

ASSIGNEE:

PEANUT BETTER, INC.

By: Kathalin Coburn

Title: PRESIDENT