

**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>
Herbal Bar Industries		08/09/2004	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BBK Tobacco & Foods, Inc.		
<b>Street Address:</b>	836 E. University Drive		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85034		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2467118	COOL JAY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(407)926-7720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	cqm@patentorlando.com		
<b>Correspondent Name:</b>	Christine Q. McLeod		
<b>Address Line 1:</b>	390 N. Orange Ave		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	10160-073		
<b>NAME OF SUBMITTER:</b>	Christine Q. McLeod		
<b>Total Attachments: 1</b>			
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OP \$40.00 2467118

## Assignment of Trademark

WHEREAS, **Herbal Bar Industries**, 2332 N. 32 Street Phoenix AZ 85008 (hereafter "Assignor") owns U.S. Trademark Registration No. 2467118 for the mark "COOL JAY'S" (hereinafter referred to as "the said mark"); and

WHEREAS, **BBK Tobacco & Foods, Inc.**, 836 E University Drive #101, Phoenix AZ 85034 (hereafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest in and to the said mark, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Date: 8/9/04

**Assignor**

By   
Name:  
Title:  
Company: **Herbal Bar Industries**

**Assignee**

By   
Name:  
Title:  
Company: **BBK Tobacco & Foods**

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