

10-04-2004



RECORD
TRA

102850389

9-28-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

OROZ, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.

Execution Date(s) 8/24/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Kabbalah Centre International, Inc

Internal

Address: _____

Street Address: 1062 S. Robertson Blvd.

City: Los Angeles

State: California

Country: U.S.A. Zip: 90035

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship U.S.

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached exhibit

B. Trademark Registration No.(s)

See attached exhibit

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached exhibit

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William H. Cox

Internal Address: Janvey, Gordon, Herlands,
Randolph & Cox LLP

Street Address: 355 Lexington Avenue

City: New York

State: New York Zip: 10017

Phone Number: (212) 986-1200

Fax Number: (212) 983-0772

Email Address: wcox@janveygordon.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 680.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502892

Authorized User Name Janvey, Gordon

9. Signature:

Peter J. Vranum

Signature

September 28, 2004

Date

Peter J. Vranum

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/04/04 ECOOPER 00000228 502892 2636972

01 FC:621
02 FC:852
40.00 DA

**Exhibit to Recordation Form Cover Sheet
Oroz, LLC to Kabbalah Centre International, Inc.
Item 4 Continued**

<u>Registration No.</u>	<u>Mark</u>
2,636,972	Pure Kabbalah Water Within
2,692,414	Pure Kabbalah Water Within
2,767,747	Pure Kabbalah Water Within

<u>Serial No.</u>	<u>Mark</u>
76/258335	Alive Pure Kabbalah Water Within
76/443434	D208
76/490386	DLKT-42
76/524866	Miscellaneous Design
76/443436	Kabbalah Miracle Water
76/522407	Kabbalah Water
76/522406	Nobody Knows Water Like Us
76/510466	Orodyne
76/531229	Orodyne PHS-91
76/510463	Orodyne Solution
76/443435	Oroz Research Center
76/449210	Radiant Solutions
76/449211	Smart Water Technology
76/522405	The Purest Water Tasting Water You Ever Drank

ASSIGNMENT

THIS ASSIGNMENT, between Oroz, LLC ("Assignor"), a New York limited liability company with an address at 8384 115th Street, Richmond Hill, New York 11418, and Kabbalah Centre International, Inc. ("Assignee"), a California corporation with an address at 1062 South Robertson Boulevard, Los Angeles, California 90035.

WHEREAS, Assignor owns all right, title and interest in and to trademark registration no. 2,636,972 (the "Trademark Registration") for PURE KABBALAH WATER WITHIN (the "Trademark") which is registered in the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Registration to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Registration and that portion of the goodwill of the business of Assignor to which the Trademark and Trademark Registration pertains, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of August, 2004.

OROZ, LLC

KABBALAH CENTRE
INTERNATIONAL, INC.

By: Philip Berg
name: Philip Berg
title: President

By: Karen Berg
name: Karen Berg
title: Vice President

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WHEREAS, Assignor owns all right, title and interest in and to trademark registration no. 2,692,414 (the "Trademark Registration") for PURE KABBALAH WATER WITHIN (the "Trademark") which is registered in the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Registration to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Registration and that portion of the goodwill of the business of Assignor to which the Trademark and Trademark Registration pertains, and Assignee accepts such assignment.

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title: President

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WHEREAS, Assignor owns all right, title and interest in and to trademark registration no. 2,767,747 (the "Trademark Registration") for PURE KABBALAH WATER WITHIN (the "Trademark") which is registered in the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Registration to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/258335 (the "Trademark Application") for ALIVE PURE KABBALAH WATER WITHIN (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/443434 (the "Trademark Application") for D208 (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/490386 (the "Trademark Application") for DKLIT-42 (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/524866 (the "Trademark Application") for MISCELLANEOUS DESIGN (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/443436 (the "Trademark Application") for KABBALAH MIRACLE WATER (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/522407 (the "Trademark Application") for KABBALAH WATER (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/522406 (the "Trademark Application") for NOBODY KNOWS WATER LIKE US (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/510466 (the "Trademark Application") for ORODYNE (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/531229 (the "Trademark Application") for ORODYNE PHS-91 (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/510463 (the "Trademark Application") for ORODYNE SOLUTION (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

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WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/443435 (the "Trademark Application") for OROZ RESEARCH CENTER (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

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1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of August, 2004.

KABBALAH CENTRE
INTERNATIONAL, INC.

OROZ, LLC

By: Karen Berg
name: Karen Berg
title: Vice President

By: Philip Berg
name: Philip Berg
title: President

ASSIGNMENT

THIS ASSIGNMENT, between Oroz, LLC ("Assignor"), a New York limited liability company with an address at 8384 115th Street, Richmond Hill, New York 11418, and Kabbalah Centre International, Inc. ("Assignee"), a California corporation with an address at 1062 South Robertson Boulevard, Los Angeles, California 90035.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/449210 (the "Trademark Application") for RADIANT SOLUTIONS (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

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KABBALAH CENTRE
INTERNATIONAL, INC.

OROZ, LLC

By: Karen Berg
name: Karen Berg
title: Vice President

By: Philip Berg
name: Philip Berg
title: President

ASSIGNMENT

THIS ASSIGNMENT, between Oroz, LLC ("Assignor"), a New York limited liability company with an address at 8384 115th Street, Richmond Hill, New York 11418, and Kabbalah Centre International, Inc. ("Assignee"), a California corporation with an address at 1062 South Robertson Boulevard, Los Angeles, California 90035.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/449211 (the "Trademark Application") for SMART WATER TECHNOLOGY (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

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KABBALAH CENTRE
INTERNATIONAL, INC.

OROZ, LLC

By: Karen Berg
name: Karen Berg
title: Vice President

By: Philip Berg
name: Philip Berg
title: President

ASSIGNMENT

THIS ASSIGNMENT, between Oroz, LLC ("Assignor"), a New York limited liability company with an address at 8384 115th Street, Richmond Hill, New York 11418, and Kabbalah Centre International, Inc. ("Assignee"), a California corporation with an address at 1062 South Robertson Boulevard, Los Angeles, California 90035.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/522405 (the "Trademark Application") for THE PUREST TASTING WATER YOU EVER DRANK (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

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