

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 05/16/2005               |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-------------|
| William D. Rosenbaum |          | 06/06/2005     | INDIVIDUAL: |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | Cereus Product Development Corporation |
| Street Address: | 9982 Fox Run Road                      |
| City:           | Santa Ana                              |
| State/Country:  | CALIFORNIA                             |
| Postal Code:    | 92705                                  |
| Entity Type:    | CORPORATION: CALIFORNIA                |

**PROPERTY NUMBERS Total: 1**

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78514922 | CEREUS    |

**CORRESPONDENCE DATA**

Fax Number: (949)760-9502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-760-0404  
 Email: efilings@kmob.com  
 Correspondent Name: Knobbe, Martens, Olson & Bear, LLP  
 Address Line 1: 2040 Main Street, 14th Floor  
 Address Line 4: Irvine, CALIFORNIA 92614

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Stacey R. Halpern   |
| Signature:         | /Stacey R. Halpern/ |
| Date:              | 06/08/2005          |

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**Total Attachments: 3**

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (the "Assignment") is effective the 16<sup>th</sup> day of May 2005, by and between William D. Rosenbaum, an individual, having a place of business at 9982 Fox Run Road, Santa Ana, California 92705 ("Assignor") and Cereus Product Development Corporation, a California corporation, having a place of business at 9982 Fox Run Road, Santa Ana, California 92705 ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor has adopted and used and was, to the best of his knowledge and belief, prior to effective date of this Assignment, the owner of the service mark listed in Exhibit A hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Mark");

Whereas, Assignor had acquired goodwill associated with and symbolized by said Mark and had not abandoned the same;

Whereas, Assignee is the founder and president of Assignee;

Whereas, at all times, Assignor and/or Assignee were actively involved in the selection, plans to use, and use of the Mark, and the technology and know-how associated with the products and services which are being offered or will be provided in connection with the Mark, as well as the business associated with the Mark;

Whereas, Assignor was prior to effective date of this Assignment, the owner of the federal service mark application relating to the Mark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Application");

Whereas, Assignee was desirous of acquiring all rights, title, and interest in and to the Mark and the Application along with the goodwill and business associated therewith,

Whereas, Assignor was willing to assign to Assignee all rights, title, and interest as Assignor possessed in and to the Mark along with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill; and

Whereas, Assignor did assign to Assignee, as of the effective date of this Assignment, all rights, title, and interest as Assignor did possess in and to the Mark and Application worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

Now therefore, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges and confirms its assignment and sale to Assignee all rights, title, and interest as Assignor possessed in and to the following:


- (1) The Mark set forth in Schedule A;
- (2) The Application set forth in Schedule B; and
- (3) Any other registrations or applications for the Mark or unregistered trademarks for the Mark owned or used anywhere in the world by Assignor;

**TRADEMARK**

together with the goodwill symbolized by said Mark, Application, and other registered or unregistered trademarks for the Mark owned or used anywhere in the world by Assignor concurrent with the transfer of the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill as well as all income, royalties or claims relating to the Mark due or payable on or after the date effective date of this Assignment.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed the day and year first above written.

Cereus Product Development Corporation

  
\_\_\_\_\_  
William D. Rosenbaum,  
President

  
\_\_\_\_\_  
William D. Rosenbaum

TRADEMARK

**SCHEDULE A**

Mark:

CEREUS

**SCHEDULE B**

| Mark   | Application No. | Classes   |
|--------|-----------------|-----------|
| CEREUS | 78/51,4922      | 35 and 42 |

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