

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph deFaria, Inc.		10/06/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	URNEX Brands, Inc.		
Street Address:	170 Ludlow Street		
City:	Yonkers		
State/Country:	NEW YORK		
Postal Code:	10705		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2905085	PURO CAFF	
CORRESPONDENCE DATA			
Fax Number:	(860)275-0343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-275-0589		
Email:	ptomail@dbh.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	CityPlace 1		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	019604-00010		
NAME OF SUBMITTER:	Barb Villandry		
Signature:	/Barb Villandry/		
Date:	10/11/2005		

CH \$40.00 2905085

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of October 6, 2005, is made by and between JOSEPH DEFARIA, INC., a California corporation ("Assignor") and URNEX BRANDS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks");

WHEREAS, pursuant to that certain Business Division and Asset Purchase Agreement by and between Assignor and Assignee of event date herewith, Assignor sold certain assets of Assignor, including the Marks, to Assignee; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation with the United States Patent and Trademark Office, the European Community Trademark Office, and any other applicable office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations identified on Schedule 1, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Mark (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may reasonable request, together with any assignments thereof to Assignee or persons designated by it. In the event

Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, or similar protections thereon with the same legal force and effect as if executed by Assignor.

Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the European Community Trademark Office, and any other office deemed applicable by the Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Marks and all applications and registrations therefor.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the date set forth above.

JOSEPH DEFARIA, INC.

By: [Signature]
Name: Timothy J. O'Connor president

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ) ss.:

On this the 6th day of OCTOBER 2005, before me, personally appeared TIMOTHY J. O'CONNOR who, being by me duly sworn, did depose and say that he is the PRESIDENT of Joseph deFaria, Inc., the corporation described in and which executed the above instrument, and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Hoon K. Kim
Commissioner of Superior Court/Notary Public
My Commission Expires: APRIL 8, 2008



Accepted:

URNEX BRANDS, INC.

By: _____
Name: _____

STATE OF _____)
COUNTY OF _____) ss.:

On this the ___ day of _____, 2005, before me, personally appeared _____ who, being by me duly sworn, did depose and say that he is the _____ of URNEX Brands, Inc., the corporation described in and which executed the above instrument, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____ and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of Superior Court/Notary Public
My Commission Expires:

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
PURO CAFF	<i>No application filed to date</i>	
Stylized PURO CAFF and design	2,905,085	United States

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