TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/08/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prana Energy Foods, Inc.		11/08/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Skylark Sport Marketing Corporation	
Street Address:	3275 Corporate View	
City:	Vista	
State/Country:	CALIFORNIA	
Postal Code:	92081	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2967312	PRANA

CORRESPONDENCE DATA

Fax Number: (858)777-3393

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858 454 9696

Email: karlenpc@aol.com

Correspondent Name: Peter H. Karlen APLC

Address Line 1: 1205 Prospect St Ste 400

Address Line 4: La Jolla, CALIFORNIA 92037

NAME OF SUBMITTER:	Peter H. Karlen
Signature:	/Peter H. Karlen/
Date:	11/08/2005

TRADEMARK REEL: 003190 FRAME: 0542

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Total Attachments: 1

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TRADEMARK REEL: 003190 FRAME: 0543

SHORT-FORM TRADEMARK ASSIGNMENT

RE: MARK:

PRANA

USPTO REG. NO.:

2,967,312

USPTO REG. DATE:

July 12, 2005

ASSIGNOR:

PRANA ENERGY FOODS, INC.

ASSIGNEE:

SKYLARK SPORT MARKETING CORPORATION

For good and valuable consideration, receipt of which is hereby acknowledged, Prana Energy Foods, Inc. (hereafter "PEF"), owner of the above-referenced USPTO registration for the mark PRANA, transfers, conveys, and assigns to Skylark Sport Marketing Corporation, a California corporation of 3275 Corporate View, Vista, California 92081, all of PEF's rights, titles, and Interests in and to (1) the mark PRANA, (2) USPTO Registration No. 2,967,312, (3) the good will symbolized by and connected with use of that mark, (4) any ongoing and existing business to which such mark pertains and all assets thereof, (5) all income, royalties, and damages hereafter due or payable to PEF with respect to the PRANA mark, including without limitation, damages and payments for past or future infringements and misappropriations of that mark: and (6) all rights to sue for past, present and future infringements or misappropriations of that mark.

Date: NOVEMBER 8 2005

Prana Energy Foods, Inc. By Demian Kloer, Secretary

State of California County of San Diego

Subscribed and sworn to (or affirmed) before me on this day of November, 200, by Dem Fan U. Kluer

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ERIC FAGAN

CÚMM. # 1461020

NUTANY PUBLIC - CAUFORNIA

SAN DIEGO COUNTY

MY COMM. EXPIRES JAX. 6, 2008

Signature

ACCEPTED AND AGREED:

kylank Sport Marketing Corporation

RECORDED: 11/08/2005

TRADEMARK REEL: 003190 FRAME: 0544