

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
Changing Paradigms, LLC		11/28/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Kroger Co. of Michigan		
Street Address:	18334 Laurel Park Drive North		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152-2686		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78484458	AROMA FUSIONS	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sftrademarks@pillsburylaw.com		
Correspondent Name:	Richard L. Kirkpatrick		
Address Line 1:	50 Fremont Street		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	061148/0325095/RLK/LCG		
NAME OF SUBMITTER:	Richard L. Kirkpatrick		
Signature:	/per Paul W. Heldman, President/		
Date:	01/13/2006		

CH 78484458 \$40.00

Total Attachments: 1
source=AROMA FUSIONS Assignment#page1.tif

TRADEMARK ASSIGNMENT

WHEREAS, Changing Paradigms, LLC, a Delaware limited company with an address of 7786 Service Center Drive, West Chester, Ohio 45069-2442 (hereinafter "Assignor"), represents that it is the owner of the trademark that is the subject of the U.S. Patent & Trademark Office trademark application Ser. 78/484,458 (AROMA FUSIONS) (the "Trademark"); and

WHEREAS, the Kroger Co. of Michigan, a corporation organized under the laws of Michigan with an address of 18334 Laurel Park Drive North, Livonia, Michigan 48152 (hereinafter "Assignee"), is desirous of acquiring said Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE all of its right, title and interest in and to said Trademark, together with the goodwill of the business symbolized by said Trademark and the right to sue for past, present and future infringements of the Trademark and the right to collect and own any monetary or other damages as a result thereof.

ASSIGNOR further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as ASSIGNEE may from time to time reasonably request to effect fully this Assignment and to permit ASSIGNEE to be duly recorded as the registered owner of the Trademark in the United States.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this agreement to be executed effective as of the 28th day of November, 2005.

CHANGING PARADIGMS, LLC

By: _____

Print Name

Title

313456.1 (26218-0010)
1/8/2006 8:42 PM