

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shawn J. Marco		05/27/2005	INDIVIDUAL: UNITED STATES
Roberto S. Alarcon		05/27/2005	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emuvida International LLC		
<b>Street Address:</b>	257 South Orem Blvd.		
<b>City:</b>	Orem		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84058		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78549157	EMULINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)224-3604		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8012241832		
<b>Email:</b>	info@emuvida.com		
<b>Correspondent Name:</b>	Emuvida International LLC		
<b>Address Line 1:</b>	257 South Orem Blvd.		
<b>Address Line 4:</b>	Orem, UTAH 84058		
<b>NAME OF SUBMITTER:</b>	Roberto S. Alarcon		
<b>Signature:</b>	/Roberto S. Alarcon/		
<b>Date:</b>	04/12/2006		

OP \$40.00 78549157

Total Attachments: 3

**900046552**

**TRADEMARK  
 REEL: 003288 FRAME: 0135**

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position has qualifying requirements that must be met by all distributors as set forth in the Company Policy and Procedures.

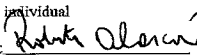
7. Distribution/Dividends. To the extent that R&J Distributing, LLC issues a distribution or dividend to its Members, each Member including the owner of the 5% equity position identified in paragraph 4 above, shall be entitled to its pro rata distribution or dividend.

8. Office Furniture. The Company, R&J Distributing, LLC, is currently using office furniture provided by the individual Shawn Marco. The company will purchase all furniture and equipment currently in the building except: 2 Projectors, 3 lateral filing cabinets, media equipment, 1 office chair, office fax, 3 paintings from Shawn Marco's office. The purchase price will be \$7,500.00

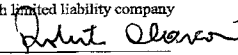
9. Execution of Agreement. This agreement will become effective for both parties upon Shawn Marco receiving full payment for equity interest listed in section 1, and payment for office furniture listed in Section 8. Payment is due by June 3, 2005.

ACCEPTED AND AGREED TO THIS  
27<sup>TH</sup> DAY OF MAY, 2005

ROBERTO ALARCON  
An individual

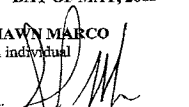
By:   
Roberto Alarcon, individually

ALARCON & ASSOCIATES, LLC  
A Utah limited liability company

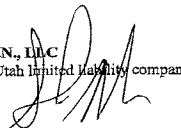
By:   
Roberto Alarcon, Manager

ACCEPTED AND AGREED TO THIS  
27<sup>TH</sup> DAY OF MAY, 2005

SHAWN MARCO  
An individual

By:   
Shawn Marco, individually

F.I.N., LLC  
A Utah limited liability company

By:   
Shawn Marco, Manager

ACCEPTED AND AGREED TO THIS  
27<sup>TH</sup> DAY OF MAY, 2005

R & J DISTRIBUTING, LLC  
A Utah limited liability company

OUR ATTORNEYS ARE ADMITTED TO PRACTICE IN ONE OR MORE OF THE FOLLOWING:  
LOUISIANA, UTAH AND FLORIDA

LEEFE, GIBBS, SULLIVAN, DUPRÉ, & ALDOUS, L.L.C.

*Attorneys and Counselors at Law*

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JEFFREY N. ALDOUS

JAMES P. SCREEN (1914-1994)

Writer's e-mail Address:  
ALDOUSJEFF@aol.com

May 27, 2005

Shawn Marco  
F.I.N., L.L.C.  
257 South Orem Blvd  
Orem, Utah 84058

Re: Memorandum of Understanding "MOU" between Roberto Alarcon and Alarcon & Associates, LLC (collectively the "Alarcon" party) and Shawn Marco and F.I.N., L.L.C. (collectively the "FIN" party) regarding equity positions in R & J Distributing, LLC d/b/a EmuChile USA

Dear Mr. Marco:

I have been instructed by my client, the "Alarcon" party, to prepare this Memorandum of Understanding between them and the "FIN" party regarding equity positions in R & J Distributing, LLC d/b/a EmuChile USA and the parties' mutual agreement pursuant to the terms and conditions set forth below.

1. FIN Equity Investment/Indemnity by FIN party. Pursuant to the EmuChile USA balance sheet effective as of May 27, 2005, the parties acknowledge and agree that the FIN party has an equity investment of \$87,297.86 R & J Distributing, LLC has agreed to repay the FIN party the entire equity investment owed in the sum of \$87,297.86 upon execution of this MOU. In exchange for the repayment of equity investment, the FIN party agrees to release any and all claims it has or may have, or its successors, assigns, and/or agents have or may have, individually or collectively, against **R & J Distributing, LLC and any potential investor(s), the Alarcon party**, and their respective attorneys, agents, employees, directors, officers, insurers, affiliated companies, and assigns, all those for whose acts and omissions any of the above-listed parties might be responsible or liable, and all those who might be responsible or liable for any acts and omissions of the above-listed parties, of and from any and all claims, demands, actions, and

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LOUISIANA, UTAH AND FLORIDA

causes of actions for damages, compensation, court costs, attorney's fees, penalties, interest, expenses, and losses of any kind whatever, that exist as of the effective date.

2. Removal from Office/Indemnity by R & J Distributing, LLC and the Alarcon Party. The individual Shawn Marco understands and agrees that he is being removed from the office of President/CEO of R & J Distributing, LLC. In exchange for his removal as President/CEO, **R & J Distributing, LLC and any potential investor(s), and the Alarcon party** agree to release any and all claims they have or may have, or their successors, assigns, and/or agents have or may have, individually or collectively, against the FIN party, and their respective attorneys, agents, employees, directors, officers, insurers, affiliated companies, and assigns, all those for whose acts and omissions any of the above-listed parties might be responsible or liable, and all those who might be responsible or liable for any acts and omissions of the above-listed parties, of and from any and all claims, demands, actions, and causes of actions for damages, compensation, court costs, attorney's fees, penalties, interest, expenses, and losses of any kind whatever, that exist as of the effective date.

3. Trademarks. The individuals Roberto Alarcon and Shawn Marco are listed as the applicants of United States Trademark Applications identified as Serial No. 78/549,157 "EMULINE and Design". Both individuals hereby agree to assign all their rights, title and interests including any goodwill to the entity R & J Distributing, LLC for good and other valuable consideration within six (6) months following execution of this MOU. It is understood that Shawn Marco as an individual and Roberto Alarcon as an Individual own and will retain the trademark "EMUNIZE", a separate agreement will be drafted to lease name back to the company.

4. Assignment of Lease Agreement. The parties acknowledge the "Lease Agreement" entered into between P&S Faulk Trust LLC & SRC7 LLC and F.I.N., L.L.C. dated October 13, 2003 and agree that R & J Distributing, LLC shall assume the Lease Agreement and be liable for payments owing thereunder commencing immediately following execution of this MOU. Further, F.I.N., L.L.C. agrees to assist and execute any required documentation to complete the assignment of this Lease Agreement.

5. Equity Position. The parties acknowledge and agree in exchange for the current 70% membership interest owned by the FIN party that R& J Distributing, LLC has agreed in paragraph 1 hereinabove to repay the FIN party the entire equity investment owed in the sum of \$87,297.86 upon execution of this MOU. Notwithstanding the return of the entire investment, R& J Distributing, LLC agrees to issue a 5% membership interest to the party to be nominated by the FIN party. The FIN party agrees to provide the name of the new equity owner of the 5% membership interest within one (1) month following execution of this MOU.

6. Distributorship Position. The parties agree that the present distributorship position currently held by Shawn Marco will remain and become the top distributor, except that he may nominate an individual or entity to own this distributorship within one (1) month following execution of this MOU. Further the parties acknowledge and agree that this distributorship

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