

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
X M INTERNATIONAL, LLC		10/08/2002	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	WESTERN HOLDINGS, LLC		
Street Address:	1821 LOGAN AVENUE		
City:	CHEYENNE		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2589278	CARBOTHIN	
Registration Number:	2610717	CUTTING GEL	
Registration Number:	2574092	KALORBLOCKEN	
Registration Number:	2596075	TESTROGEL	
CORRESPONDENCE DATA			
Fax Number:	(801)530-2978		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	westernholdings@mjstc.net		
Correspondent Name:	BROOKLYNN FOBBS		
Address Line 1:	5742 W. HAROLD GATTY DRIVE		
Address Line 4:	SALT LAKE CITY, UTAH 84116		
NAME OF SUBMITTER:	Dennis W. Gay		
Signature:	/dwg/		

OP \$115.00 2589278

Date:

07/12/2006

Total Attachments: 4

source=ASSIGNMENT FROM XMI#page1.tif

source=ASSIGNMENT FROM XMI#page2.tif

source=ASSIGNMENT FROM XMI#page3.tif

source=ASSIGNMENT FROM XMI#page4.tif

TRADEMARK DEED OF ASSIGNMENT

This Assignment is made by X M International, LLC, a Utah Limited Liability company having a business address at 5742 West Harold Gatty Dr, Salt Lake City, Utah 84116 (hereinafter referred to as "Assignor"), to Western Holdings, LLC, a Wyoming limited liability company having a principal place of business at 1210 South Walnut, Casper, Wyoming 82601(hereinafter referred to as "Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and their corresponding U.S. Trademark Registrations (hereinafter the "marks") referenced on Exhibit "A." Assignor owns all right title and interest in and to the marks and their corresponding foreign applications and registrations as referenced on Exhibit "B."

WHEREAS, Assignee desires to obtain from Assignor all right, title and interest in and to the marks and the aforesaid Registrations and Applications;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor forever assigns, transfers and sets over to Assignee all right, title and interest in and to the marks and the aforesaid Registrations, together with the goodwill of the business symbolized by and associated with the marks and the right to recover damages, profits and all other remedies for past infringement thereof.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register service marks and trademarks, to issue any and all certificates of registration of the mark

to the Assignee as the owner of the entire interest therein, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.


IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto. This Assignment and Agreement shall be binding upon the Assignor and its heirs, successors, assigns and legal representatives.

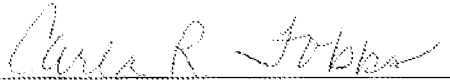
X M International, LLC

By: 
Dennis W. Gay
Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On Oct 8, 2002, before me personally appeared Dennis W. Gay, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.


My Commission Expires: 06-30-04


NOTARY PUBLIC
Residing at Salt Lake County

© Documents and Settings\krynes\Local Settings\Temporary Internet Files\01.KP\TM Assignment Form.doc.htm

Exhibit "A"

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARBOTHIN	2,589,278	07/02/2002
CUTTING GEL	2,610,717	08/20/2002
KALORBLOCKEN	2,574,092	05/28/2002
TESTROGEL	2,596,075	07/16/2002

Exhibit "B"

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
CUTTING GEL	Canada	1,107,967	06/27/2001
CUTTING GEL	Philippines	4-2001-0004747	07/03/2001
CUTTING GEL	Singapore	T01/12422J	08/08/2001
TESTROGEL	Japan	4,587,362	07/17/2001