

**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>
Energywell Natural Foods		09/10/2006	PARTNERSHIP: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Good Health Natural Foods, Inc.		
<b>Street Address:</b>	81 Scudder Avenue		
<b>City:</b>	Northport		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11768		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2988184	CARB BE GONE	
<b>Registration Number:</b>	2988183	ENERGYWELL NATURAL FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-335-1448		
<b>Email:</b>	eric.paulsrud@leonard.com		
<b>Correspondent Name:</b>	Eric D. Paulsrud		
<b>Address Line 1:</b>	150 South 5th Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	07571.00001		
<b>NAME OF SUBMITTER:</b>	Eric D. Paulsrud		
<b>Signature:</b>	/Eric D. Paulsrud/		

OP \$65.00 2988184

Date:

09/21/2006

Total Attachments: 1

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ASSIGNMENT OF TRADEMARKS

WHEREAS, EnergyWell Natural Foods, a former California partnership ("the Partnership"), and Terry Hunt and Dean Karnazes, both United States citizens, individually and as all the former partners in the Partnership (collectively "Assignor"), desires to assign certain trademarks to Good Health Natural Foods, Inc. a Delaware corporation, 81 Scudder Avenue Northport, New York 11768 ("Assignee") and Assignee desires to accept the assignment of the trademarks; and

WHEREAS, Assignor is the owner of the certain trademarks within the United States of America as set forth below:

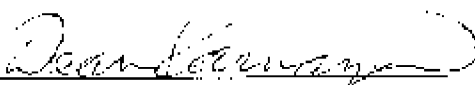
CARB BE GONE, Reg. No. 2,988,184  
ENERGYWELL NATURAL FOODS, Reg. No. 2,988,183  
and any other registered or unregistered trademarks belonging to the Partnership

("Trademarks");


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations or applications, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the registrations or applications. This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Date: 9-8-06

  
\_\_\_\_\_  
Dean Karnazes

Date: 9-10-06

  
\_\_\_\_\_  
Terry Hunt