

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
The YellowFlower Company, LLC		10/11/2006	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Standard Homeopathic Company		
Street Address:	210 West 131th Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90061		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2298496	PROGENN	
CORRESPONDENCE DATA			
Fax Number:	(310)557-8475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.277.2223		
Email:	PTOmailLosAngeles@foley.com		
Correspondent Name:	Brian P. Kinder, Esq.		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 3500		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	043796-0107		
NAME OF SUBMITTER:	Brian P. Kinder, Esq		
Signature:	/Brian P. Kinder/		

OP \$40.00 2298496

Date:

10/26/2006

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 11, 2006 between The YellowFlower Company, LLC, a Connecticut limited liability company having an address of 430 Old Sib Road, Ridgefield, Connecticut 06877 ("Assignor"), and Standard Homeopathic Company, a Nevada corporation having an address of 210 West 131st Street, Los Angeles, California 90061 ("Assignee").

RECITALS

A. WHEREAS, Assignor has adopted, used, is using and to the best of its knowledge and belief, is the owner of the trademark PROGENN, as identified in Exhibit "A" hereto, together with all other rights appurtenant thereto, including, but not limited to, any and all designs, artwork, logos or other embodiments that have been used or are intended to be used in connection with said trademark, all common law rights, trade name rights and causes of action, and the right to recover for past infringement, if any (collectively, the "Mark"); and

B. WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Mark, has not abandoned the same, and is the owner of U.S. Trademark Registration No. 2,298,496 for use of the mark PROGENN in connection with "homeopathic pharmaceutical preparation for the treatment of herpes, in International Class 005" as identified in Exhibit "A" hereto (the "Registration"); and

C. WHEREAS, Assignee desires to acquire, and Assignor is willing to assign, all rights, title and interest in and to the Mark that Assignor possesses worldwide, the Registration therefor, as well as any other pending applications or registrations for the Mark that Assignor may own worldwide, together with all goodwill pertaining thereto; and

D. WHEREAS, this Assignment is given pursuant to and in accordance with the terms of that certain Asset Purchase Agreement dated as of October 11, 2006 by and among The YellowFlower Company, LLC, a Connecticut limited liability company, Pine Mountain Holistic Health, LLC, a Connecticut limited liability company, Domenick J. Masiello, an individual, and Yasmin Hussain, an individual, on the one hand, and Assignee, on the other hand (the "Purchase Agreement").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns the Mark to Assignee as follows:

1. Grant of Rights. Assignor irrevocably grants, sells, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has to the Mark, together with the goodwill of the business symbolized by the Mark, all common law rights relating thereto, the Registration therefor, any other pending applications or registrations therefor, and all rights to bring action on and recover damages for past, present and future claims, demands and causes of action based thereon, if any.

2. Warranties. Assignor represents and warrants that (i) Assignor is the owner of the Mark free and clear of any lien or encumbrance, claims or challenges, the Registration is duly perfected and fully paid to date, and in good standing without opposition or objection; and (ii) Assignor has not previously assigned its ownership, right, title or interest, in whole or in part, to the Mark to any other person or entity.
3. Rights and Obligations. Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee or any purchaser of the Mark from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary or convenient to effect and complete the transfer, grant or sale to Assignee of all rights or property acquired or intended to be acquired by Assignee under this Assignment and shall pay any fees or expense found due and owing prior to the date of this Assignment.
4. Assignment of Warranties. The representations, obligations and warranties of Assignor herein may be transferred by Assignee to any purchaser of the Mark from Assignee and such purchaser may enforce the representations and warranties against Assignor as though made by Assignor to him, her or it.
5. Law Governing Assignment; Consent to Jurisdiction. This Assignment shall be governed by and construed under the law of the State of California, disregarding any principles of conflicts of law that would otherwise provide for the application of the substantive law of another jurisdiction. Each of the undersigned: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Assignment shall be instituted exclusively in a state or federal court in Los Angeles, California; (ii) waives any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and (iii) irrevocably consents to the jurisdiction of any state or federal court in Los Angeles, California in any such suit, action or proceeding. Each of the undersigned further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in any state or federal court in Los Angeles, California and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.
6. Entire Agreement. This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the Purchase Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
7. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby: (i) such provision will be fully severable; (ii) this Assignment will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added

automatically as a part of this Assignment, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

8. Section Headings; Construction. The headings of Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Assignment. All words used in this Assignment will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
9. Preamble; Recitals. The Recitals set forth in the Preamble hereto are hereby incorporated and made a part of this Assignment.
10. Attorneys' Fees. In the event of the bringing of any action by either party hereto against the other party arising out of this Assignment, the party who is determined to be the prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.
11. No Strict Construction. The language used in this Assignment will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto by virtue of having drafted this Assignment or otherwise.
12. Further Assurances. Each of the parties hereto shall execute such additional documents and instruments, and take such further action as may be reasonably required or desirable to carry out the provisions hereof.
13. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of the date first written above.

“Assignor”

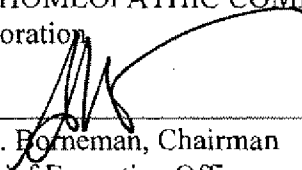
THE YELLOWFLOWER COMPANY, LLC
a Connecticut limited liability company

By: _____
Domenick J. Masiello, Member

By: _____
Yasmin Hussain, Member

“Assignee”

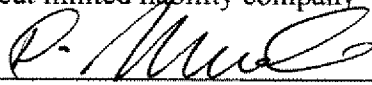
STANDARD HOMEOPATHIC COMPANY,
a Nevada corporation

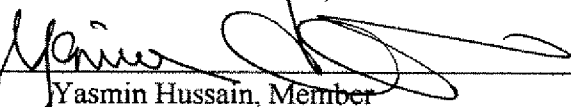
By: _____

John P. Borneman, Chairman
and Chief Executive Officer

IN WITNESS WHEREOF, each party has agreed to and executed this Assignment as of the date first written above.

“Assignor”

THE YELLOWFLOWER COMPANY, LLC
a Connecticut limited liability company

By: 
Domenick J. Masiello, Member

By: 
Yasmin Hussain, Member

“Assignee”

STANDARD HOMEOPATHIC COMPANY,
a Nevada corporation

By: _____
John P. Borneman, Chairman
and Chief Executive Officer

EXHIBIT "A"

U.S. TRADEMARK REGISTRATION

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS/SERVICES</u>
PROGENN	2,298,496	12/07/99	"homeopathic pharmaceutical preparation for the treatment of herpes" in International Class 005