

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	01/02/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HempTech, Inc.		01/02/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Nutiva, Inc.		
Street Address:	P.O. Box 1716		
City:	Sebastopol		
State/Country:	CALIFORNIA		
Postal Code:	95473		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2333884	NUTIVA	
CORRESPONDENCE DATA			
Fax Number:	(312)223-1515		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-327-3382		
Email:	rakesh@aminhallihan.com		
Correspondent Name:	Rakesh M. Amin		
Address Line 1:	217 N. Jefferson St.		
Address Line 2:	Suite 100		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rakesh M. Amin		
Signature:	/Rakesh M. Amin/		
Date:	01/03/2007		

OP \$40.00 2333884

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK & TRADE NAME

WHEREAS, HempTech, Inc., P.O. Box 1716, Sebastopol, CA 95473 (hereinafter referred to as "Assignor") has used the trademark NUTIVA, (hereinafter referred to as "the said mark") which has received federal registration in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, Nutiva, Inc, P.O. Box 1716, Sebastopol, CA 95473 (hereinafter referred to as "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for the sum of ten dollars (\$10.00) United States currency, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign unto Assignee all right, title and interest in and to the said mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Agreement effective as of the date and year written below.

ASSIGNOR

By: John Roulac
Signature

John W Roulac
Printed Name

1-2-07
Date

SCHEDULE A

Mark: NUTIVA

Registration Number: 2333884

Registration Date: March 21, 2000