

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
Nature Plus Inc.		12/31/2006	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JSS Transcorp, Inc.		
Street Address:	555 Lordship Boulevard		
City:	Stratford		
State/Country:	CONNECTICUT		
Postal Code:	06615		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2153470	NATURZYME	
Registration Number:	2989205	ECOCARE	
Registration Number:	1841087	NATURCARE	
Registration Number:	1856149	TERRAZYME	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6883		
Email:	rbromark@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Raeann Bromark		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	49618.0001		
NAME OF SUBMITTER:	Raeann Bromark		

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Signature:	/Raeann Bromark/
Date:	01/30/2007
Total Attachments: 5 source=SCN_20070130114411_001#page1.tif source=SCN_20070130114411_001#page2.tif source=SCN_20070130114411_001#page3.tif source=SCN_20070130114411_001#page4.tif source=SCN_20070130114411_001#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into on December 31, 2006 by and between Nature Plus Inc., a Connecticut corporation (the "Assignor") and JSS Transcorp, Inc., a Connecticut corporation (the "Assignee") (each a "party" and collectively, the "parties"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (described below).

WHEREAS, the Assignor is the owner of the trademarks and trademark registrations, including all goodwill symbolized thereby, set forth on Schedules A and B hereto (the "Trademarks") and

WHEREAS, Nature Plus Inc. and JSS Transcorp, Inc. entered into that certain Asset Purchase Agreement dated December 31, 2006, pursuant to which the Assignee agreed to buy the Purchased Assets from the Assignor, including all of the Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for the consideration of ten (\$10) US Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, as well as all rights derived from use of the Trademarks, either by itself or by recorded licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. The Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of the Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to its choice of Law rules, applicable to agreements made and to be performed therein.

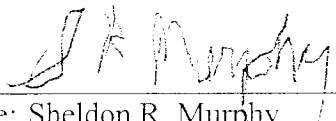
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

5. Assignment of Licenses. The parties hereby agree in that all rights and obligations which derive from all license agreements into which the Assignor has ever entered with respect to the Trademarks, against each of said Trademarks included in this agreement, will also be assigned to the Assignee, by virtue of this Assignment.


[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first written above.

NATURE PLUS INC.

By: 
Name: Sheldon R. Murphy
Title: President

JSS TRANSCORP, INC.

By: 
Name: Jonathan O. Sedgwick
Title: President

Schedule A

United States Trademarks

Mark	Registration No.	Registration Date	Goods	Renewal/Section 8&15 Deadline
NATURZYME	2,153,470	April 28, 1998	"Fermented vegetable extract used as an ingredient in personal care, food, and deodorant products," in Class 1	April 28, 2008
ECOCARE	2,989,205	August 30, 2005	"Enzyme containing preparation for application in industrial, municipal, agricultural and institutional odor control, namely, odor elimination formulations used to bio-degrade and eliminate odors," in Class 1	Section 8&15 due August 30, 2011
NATURCARE	1,841,087	June 21, 1994	"Stain remover," in Class 3; and "deodorant for odor control associated with human waste, urine, fecal material, vomit, flatus in medical and home care areas and for industrial odors from chemical, fire, mildew causes, utilizing enzyme containing formulations," in Class 5	June 21, 2014
TERRAZYME	1,856,149	September 27, 1994	"Enzyme-based preparations for increasing soil stability and reducing water permeability for road beds, road shoulders and water retention ponds," in Class 1	September 27, 2014

NOTARIAL CERTIFICATE

STATE OF CT)
COUNTY OF FELD)
UNITED STATES OF AMERICA)

On this 5 day of January, 2007, before me personally came Sheldon R. Murphy to me known and know to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the President, of NATURE PLUS INC., the corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me
This 5 day of January, 2007.

William A. Finch
Notary Public
Commission Expires: _____

(Seal)

WILLIAM A. FINCH
NOTARY PUBLIC
My Commission Expires August 2, 2009

NOTARIAL CERTIFICATE

STATE OF CT)
COUNTY OF FPLD)
UNITED STATES OF AMERICA)

On this 5 day of January, 2007, before me personally came JONATHAN O. SEDGWICK to me known and know to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the PRESIDENT, of JSS TRANSCORP, INC., the corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me
This 5 day of January, 2007.

William A. Finch
Notary Public
Commission Expires: _____

(Seal)

WILLIAM A. FINCH
NOTARY PUBLIC
My Commission Expires August 31, 2009