

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:	01/31/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ocean Minded, LLC		02/01/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ocean Minded, Inc.
Street Address:	6328 Monarch Park Place
City:	Niwot
State/Country:	COLORADO
Postal Code:	80503
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78499677	OCEAN MINDED
Serial Number:	78499717	OM
Serial Number:	78688672	OCEAN CUSTODIAN
Registration Number:	2282012	OCEAN MINDED

CORRESPONDENCE DATA

Fax Number: (303)607-3600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-607-3500
 Email: trademarkdnvr@faegre.com
 Correspondent Name: Natalie Hanlon-Leh
 Address Line 1: 1700 Lincoln Street
 Address Line 2: 3200 Wells Fargo Center
 Address Line 4: Denver, COLORADO 80203-4532

OP \$115.00 78499677

ATTORNEY DOCKET NUMBER:	76820-327523
NAME OF SUBMITTER:	Naralie Hanlon-Leh
Signature:	/Natalie Hanlon-Leh/
Date:	02/26/2007
Total Attachments: 3 source=Ocean Minded Inc#page1.tif source=Ocean Minded Inc#page2.tif source=Ocean Minded Inc#page3.tif	

ASSIGNMENT OF TRADEMARKS AND INTERNET DOMAIN NAME

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of January 31, 2007, by Ocean Minded, LLC, a California limited liability company ("Assignor"), in favor of Ocean Minded, Inc., a Colorado corporation ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree as follows:

1. **Assignment of Trademarks.** Assignor hereby assigns, transfers, sets over and delivers to Assignee, free and clear of all liens, encumbrances, security interests, charges and adverse claims, Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to any and all trademarks, service marks, logos and, other marks, and any application therefor, along with the goodwill associated therewith and the right to recover for damages and profits for any infringements thereof, including without limitation the trademarks and service marks listed on the attached Annex A (collectively, the "Marks"), which assignment is made in connection with Assignee's acquisition of Assignor's business, and all goodwill associated therewith.

2. **Assignment of Domain Name.** Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's right, title, interest, privileges, powers and benefits in, to and under the domain name "www.oceanminded.com," free and clear of all liens, encumbrances, security interests, charges and adverse claims.

3. **No Prior Assignments.** Assignor hereby represents and warrants to, and covenants with, Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

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

5. **Governing Law.** This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, without regard to its conflicts of law principles.

6. **Attorneys' Fees.** The prevailing party in any action or proceeding between the parties arising out of or relating to this Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

8. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

ANNEX A

CASE	COUNTRY	MARK	CL	FLING DATE	SERIALNO.	ISSUE OR REG. DATE	PATENT/REG. NO.	STATUS
OCNMD-000	U.S.	GENERAL FILE						GENERAL FILE
OCNMD-001T	U.S.	OCEAN MINDED (WORDMARK)	025	07/11/1997	75/322,835	09/28/1999	2,282,012	REGISTERED. RENEWAL DUE 09/28/2009
OCNMD-001AU	AUSTRALIA	OCEAN MINDED (WORDMARK)	25	03/05/1998	758574	12/09/1998	758574	REGISTERED. RENEWAL DUE 03/05/2008
OCNMD-001BR	BRAZIL	OCEAN MINDED (WORDMARK)	25	07/07/1998	820888311	07/13/2004	820888311	REGISTERED. RENEWAL DUE 07/13/2014
OCNMD-001CA	CANADA	OCEAN MINDED (WORDMARK)	25	11/30/2006	1,326,281			PENDING.
OCNMD-001EU	EUROPE	OCEAN MINDED (WORDMARK)	25	12/21/2006	005574819			PENDING.
OCNMD-001JP	JAPAN	OCEAN MINDED (WORDMARK)	25	06/10/1998	H10-049077	06/18/1999	4284595	REGISTERED. RENEWAL DUE 06/18/2009
OCNMD-001MX	MEXICO	OCEAN MINDED (WORDMARK)	25				589732	AWAITING INFORMATION AND CURRENT STATUS FROM ASSOCIATE
OCNMD-002T	U.S.	OCEAN GIRL						SEARCH FILE
OCNMD-003T	U.S.	STARFISH						SEARCH FILE
OCNMD-004T	U.S.	OCEAN MINDED	016 025 036	10/14/2004	78/489,877			PENDING. STATEMENT OF USE DUE 06/08/2007
OCNMD-005T	U.S.		016 025 036	10/14/2004	78/499,717			PENDING. RESPONSE TO OFFICE ACTION DUE 06/30/2007
OCNMD-006T	U.S.	OCEAN CUSTODIAN	025	08/10/2005	78/688,872			PENDING. RESPONSE TO OFFICE ACTION DUE 03/28/2007