

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
Alexandra Volkmann		03/08/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Woodridge Labs, Inc.
Street Address:	10 High Street, Suite 650
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2882613	LIPWORX
Registration Number:	2725696	HYDRALATHER
Registration Number:	2640692	PUMP 'N SERVE
Registration Number:	2586244	MUSCLEBAR
Registration Number:	2350899	CHASSISOIL
Registration Number:	2371733	MOTORWASH
Registration Number:	2363244	BODYLUBE
Registration Number:	2352763	TURBOSCRUB
Registration Number:	2613115	HYDRARINSE
Registration Number:	2289057	HANDGEAR
Registration Number:	2249159	HEAVY DUTY

CORRESPONDENCE DATA

Fax Number: (310)203-0567

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2882613

Phone: 310.203.8080
Email: trademarkdocket@jmbm.com
Correspondent Name: Rod S. Berman
Address Line 1: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	67089-0001
NAME OF SUBMITTER:	Rod S. Berman
Signature:	/Rod S. Berman/
Date:	04/09/2007

Total Attachments: 3
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ASSIGNMENT

WHEREAS, Alexandra Volkmann, a U.S. citizen having her principal address at 28279 Rocky Cove Drive, Romoland, California 92585 ("Assignor") is the owner of the certain trademarks (collectively, the "Marks") and a copyright (collectively, the "Design") identified on the attached Schedule, the business associated with the Marks and Design and the goodwill represented by the Marks and Design.

WHEREAS, Woodridge Labs, Inc., a Delaware corporation ("Assignee"), having its place of business at 14320 Arminta Street, Panorama City, California 91402, desires to acquire all of Assignor's right, title and interest in and to the Marks and Design, the portion of the business to which the Marks and Design pertain and the goodwill represented by the Marks and Design.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks and Design and the portion of the Assignor's existing and ongoing business to which the Marks and Design pertain, and the goodwill represented by the Marks and Design, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Marks and/or Design. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office and the United States Copyright Office are hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment is effective as of March 8, 2007.

Alexandra Volkmann

Woodridge Labs, Inc.

By: 
Name: Anthony Robinson
Title: CEO

ASSIGNMENT

WHEREAS, Alexandra Volkmann, a U.S. citizen having her principal address at 28279 Rocky Cove Drive, Romoland, California 92585 ("Assignor") is the owner of the certain trademarks (collectively, the "Marks") and a copyright (collectively, the "Design") identified on the attached Schedule, the business associated with the Marks and Design and the goodwill represented by the Marks and Design.

WHEREAS, Woodridge Labs, Inc., a Delaware corporation ("Assignee"), having its place of business at 14320 Arnimta Street, Panorama City, California 91402, desires to acquire all of Assignor's right, title and interest in and to the Marks and Design, the portion of the business to which the Marks and Design pertain and the goodwill represented by the Marks and Design.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Marks and Design and the portion of the Assignor's existing and ongoing business to which the Marks and Design pertain, and the goodwill represented by the Marks and Design, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Marks and/or Design. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office and the United States Copyright Office are hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, this Assignment is effective as of March 6, 2007.

Alexandra Volkmann

Woodridge Labs, Inc.



By: _____

Name: _____

Title: _____

SCHEDULE OF TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date/Registration Date</u>
LIPWORX	2882613	September 7, 2004
HYDRALATHER	2725696	June 10, 2003
PUMP 'N SERVE	2640692	October 22, 2002
MUSCLEBAR	2586244	June 25, 2002
CHASSISOIL	2350899	May 16, 2000
MOTORWASH	2371733	July 25, 2000
BODYLUBE	2363244	June 27, 2000
TURBOSCRUB	2352763	May 23, 2000
HYDRARINSE	2613115	August 27, 2002
HANDGEAR	2289057	October 26, 1999
HEAVY DUTY	2249159	June 1, 1999

SCHEDULE OF COPYRIGHTS

ALEXANDRA VOLKMANN'S HEAVY DUTY	VA 943 194	October 23, 1998
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