

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
Laurus Master Fund, Ltd.		03/22/2007	COMPANY: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Smart Confections, Inc.		
Street Address:	1499 North Post Oak		
Internal Address:	#228		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77055		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78777431	CHOCO+MED PURE CHOCOLATE	
CORRESPONDENCE DATA			
Fax Number:	(502)540-2268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502/587-3707		
Email:	abb@gdm.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	101 South Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	113275.000002		
NAME OF SUBMITTER:	Amy B. Berge		
Signature:	/Amy B. Berge/		

CH \$40.00 78777431

Date:

06/12/2007

Total Attachments: 2

source=Smart Confections#page1.tif

source=Smart Confections#page2.tif

ASSIGNMENT OF TRADEMARK

WHEREAS, CHOCOMED, INC., a Nevada corporation (the “Chocomed”), having a principal place of business at One Riverway, Suite 1700, Houston, TX 77056, owned a trademark with respect to “Choco+Med Pure Chocolate”, serial number 78777431 which is filed with the United States Patent and Trademark Office (the “Mark”); and

WHEREAS, pursuant to a certain security agreement dated March 29, 2005, Chocomed and other affiliates granted a security interest and lien upon all of Chocomed’s assets, including the Mark, to LAURUS MASTER FUND, LTD., having a business address at 335 Madison Avenue, 10th Floor, New York, New York 10017 (“Assignor”); and

WHEREAS, as a result of a default under the Security Agreement by Chocomed, the Assignor has foreclosed upon all right, title and interest in and to the use and ownership of the Mark; and

WHEREAS, Assignor has sold certain assets to SMART CONFECTIONS, INC., a Delaware corporation (“Assignee”), having a principal place of business at 1499 North Post Oak #228, Houston, TX 77055, and nominates Assignee as the entity to take an assignment of the Mark, in the place and stead of Secured Party.

NOW THEREFORE, for the sum of TEN (\$10) DOLLARS and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark and to such applications and registrations connected thereto in the United States, together with any and all goodwill associated therewith (and any goodwill connected with the user and symbolized by the Mark).

Date: As of March 22, 2007

ATTEST:

Laurus Master Fund, Ltd.

Name: _____
Title: _____

By: _____
Name: David
Title: Director

[Acknowledgment Follows on Next Page]

STATE OF _____)
SS.:
COUNTY OF _____)

I CERTIFY that on March 22, 2007, David Grin personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- (a) made the attached instrument; and
- (b) was authorized to and did execute this instrument on behalf of and as Director of Laurus Master Fund, Ltd., a Cayman Islands company (the "Assignor"), the entity named in this instrument, as the free act and deed of the Assignor, by virtue of the authority granted by its Board of Directors.

Notary Public

JESSICA LEIGH ATKINS
Notary Public
New York
Commission Expires November 17, 2007