

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLJR Corporation		10/16/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Organically Grown Group, LLC		
<b>Street Address:</b>	c/o Koenig & Associates		
<b>Internal Address:</b>	226 E. Canon Perdido St., Suite M		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1532085	MS. ORGANICALLY GROWN	
Registration Number:	2187996	ORGANICALLY GROWN KIDS	
Serial Number:	77247686	ORGANICALLY GROWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)564-8262		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	805-965-4400		
<b>Email:</b>	Kurt@incip.com		
<b>Correspondent Name:</b>	Kurt Koenig		
<b>Address Line 1:</b>	226 E. Canon Perdido St., Suite M		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>ATTORNEY DOCKET NUMBER:</b>	2632-101		
<b>NAME OF SUBMITTER:</b>	Kurt Koenig		

OP \$90.00 1532085

Signature:	/Kurt Koenig/
Date:	10/20/2007
Total Attachments: 2 source=ScanMLJRtoOGG#page1.tif source=ScanMLJRtoOGG#page2.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of October 16, 2007 ("Effective Date") by and among MLJR CORPORATION, a California corporation with an address of 5101 Genesta Ave., Encino, CA 91316 ("Assignor") and ORGANICALLY GROWN GROUP, LLC, a Delaware limited liability company, with an address of 5101 Genesta Ave., Encino, CA 91316 ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.

2. Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications included in the Marks.

3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Marks to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

MLJR CORPORATION

By:

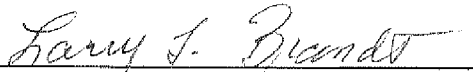
  
Larry J. Brandt, President

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
MS. ORGANICALLY GROWN	73720459	1532085
ORGANICALLY GROWN KIDS	74544086	2187996
ORGANICALLY GROWN	77247686	N/A