

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
Kiaro Creative Approaches Ltd.		11/16/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Whole Foods Market IP, L.P.		
Composed Of:	COMPOSED OF WFM IP MANAGEMENT, INC. (a Delaware Corporation)		
Street Address:	550 Bowie Street, 6th Floor		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2882163	MORNING BUZZ	
CORRESPONDENCE DATA			
Fax Number:	(713)468-8883		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	512 418 9944		
Email:	tphpto@tphm.com		
Correspondent Name:	Christopher L. Graff		
Address Line 1:	1616 S. Voss Rd., Suite 750		
Address Line 4:	Houston, TEXAS 77057-2631		
ATTORNEY DOCKET NUMBER:	WFM.0684US		
NAME OF SUBMITTER:	Christopher L. Graff		
Signature:	/cl graff/		
Date:	11/21/2007		

TRADEMARK

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Trademark Assignment

ASSIGNMENT from Kiaro Creative Approaches Ltd., a corporation organized under the laws of Canada, having a principal place of business at 86 Sparkhall Avenue Toronto, M4K 1G6, Ontario, Canada ("Assignor") to Whole Foods Market IP, L.P., a limited partnership organized under the laws of the state of Delaware, having a principal place of business at 550 Bowie Street, 6th Floor, Austin, Texas 78703, USA ("Assignee").

WHEREAS, Assignor has adopted, owns and has used the trademark MORNING BUZZ & Design in connection with coffee and clocks in the United States and Canada (the "Trademark"), and is owner of record of the following registrations covering the Trademark:

US Registration No. 2882163
Canadian Registration No. TMA619113;

WHEREAS, ASSIGNEE desires to acquire and use the Trademark, and has requested ASSIGNOR to transfer all of the right, title and interest of ASSIGNOR in and to the Trademark and its associated goodwill, and ASSIGNOR is willing to assign the same; and

WHEREAS, Assignor represents that it has not pledged, assigned or licensed the Trademark to any third party; that there are no prior encumbrances on the Trademark; and that no other party has made a claim of ownership to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, all right, title and interest now or ever owned by Assignor in and to the Trademark, including the above-identified registrations thereof, together with the goodwill of the business symbolized by the Trademark, and all causes of action that could be asserted by Assignor arising out of or related to the use or ownership of the Trademark.

Date: NOVEMBER 16, 2007

KIARO CREATIVE APPROACHES LTD.

By: 

Name: Sharyn Cathcart
Title: President