

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
Santa Barbara Medco, Inc.		08/07/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BreathePure Healthcare, L.L.C.		
Street Address:	203 Chapala Street		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3056341	BREATHE PURE	
CORRESPONDENCE DATA			
Fax Number:	(805)693-0735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-693-0685		
Email:	felixfischer@fischeriplaw.com		
Correspondent Name:	Felix L. Fischer		
Address Line 1:	1607 Mission Drive, Suite 204		
Address Line 4:	Solvang, CALIFORNIA 93463		
ATTORNEY DOCKET NUMBER:	B014 100103		
NAME OF SUBMITTER:	Felix L. Fischer		
Signature:	/Felix L. Fischer/		
Date:	12/04/2007		

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Total Attachments: 2

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ASSIGNMENT

WHEREAS, , Santa Barbara Medco, Inc. a California corporation having a business address of 203 Chapala Street, Santa Barbara, California 93101 hereinafter referred to as the "Assignor" is the owner of the of the trademark BREATHE PURE having US Trademark Registration No. 3,056,341 with a registration date of 01/31/2006, hereinafter the "Trademark", for use in association with goods and services identified as respiratory filters, namely connected foam plugs for insertion in the nostrils, hereinafter "Goods and Services";

WHEREAS, BreathePure Healthcare, L.L.C. a limited liability company of the State of California, having a place of business at 203 Chapala Street, Santa Barbara, CA 93101, as buyer and Santa Barbara Medco, Inc. a California corporation having a business address of 203 Chapala Street, Santa Barbara, California 93101 as Seller have entered into that certain Purchase Agreement for purchase of certain assets by BreathePure Healthcare, L.L.C., including the rights Trademark and the associated good will in sales of the Goods and Services as defined therein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to said Trademark in the United States and the associated goodwill in sales of the Goods and Services transferred as an asset in the Purchase Agreement, including registration no. 3,056,341 and rights for any other applications for registration thereof in the United States or foreign countries with any divisions, substitutions, conversions, reissues, additions, renewals or extensions thereof, and including the right to sue for any past infringements thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby covenants, warrants and represents that Assignor has not heretofore granted any license, right or privilege with respect to the Trademark or any applications for registration or registrations thereof, or in any other way encumbered the same, except as defined herein, and that Assignor has the full right to make this Assignment.

3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, Assignor will promptly execute all papers necessary or desirable to perfect ownership of the Trademark or any applications for registration or registrations thereof, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting any application for registration, for use in any litigation or other proceedings involving the Trademark or any applications for registration or registrations thereof, for refilling said applications, for

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filing of renewals or other applications which are deemed necessary or desirable by Assignee, or for the filing in foreign countries of applications for registration of the Trademark.

4. The terms covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, and it legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument this Aug day of 7th, 2007.

Assignor
Santa Barbara Medco, Inc.

By: Richard Ambrose, Pres.
Richard Ambrose, President

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) ss

On Aug 7th, 2007 before me, Jacqueline R. Davis, Notary Public personally appeared, Richard Ambrose, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the written instrument and acknowledged to me that he/she execute the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Jacqueline R. Davis
Notary Public

