

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
Organic Essentials, Inc.		05/24/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	U.S. Cotton, LLC		
Street Address:	590 Laser Road		
City:	Rio Rancho		
State/Country:	NEW MEXICO		
Postal Code:	87124		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2637817	ORGANIC ESSENTIALS	
Registration Number:	3054157	PURITY BEGINS IN OUR FIELDS ORGANIC ESSENTIALS	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8612		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-740-8612		
Email:	mschulman@lockelord.com		
Correspondent Name:	Michael R. Schulman		
Address Line 1:	2200 Ross Avenue, Suite 2200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	0590738.00028		
NAME OF SUBMITTER:	Michael R. Schulman		
Signature:	/s/ Michael R. Schulman		
Date:	12/27/2007		

CH \$65.00 2637817

Total Attachments: 2

source=Organic Essentials tm assignment_Page_01#page1.tif

source=Organic Essentials tm assignment_Page_02#page1.tif

TRADEMARK ASSIGNMENT

WHEREAS, Organic Essentials, Inc., a Texas corporation, located at 822 Baldrige Street, O'Donnell, Texas 79351 and Route 1, Box 120, O'Donnell, Texas 79351 (hereinafter referred to as "Assignor"), owns the entire right, title and interest in and to the trademarks, trademark registrations and applications (hereinafter referred to collectively as "Trademarks") listed on the attached Exhibit 1, and

WHEREAS, U.S. Cotton, LLC, a Delaware limited liability company located at 590 Laser Road, Rio Rancho, New Mexico 87124 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the said Trademarks;

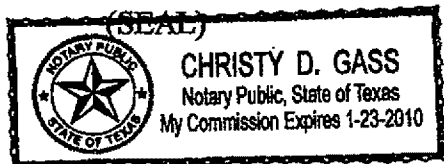
NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks together with the goodwill symbolized by the Trademarks and the right to recover for past infringement as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this 24th day of May, 2006.

ORGANIC ESSENTIALS, INC.,
a Texas corporation

By: La Rhea Pepper
La Rhea Pepper
President

On this 24th day of May, 2006, personally appeared La Rhea Pepper, to me known and known to me to be President of Organic Essentials, Inc., a Texas corporation, the assignor above named, and acknowledged that she executed the foregoing trademark assignment on behalf of said assignor and pursuant to authority duly received.



Christy D. Gass
Notary Public in and for the State of Texas,
County of Lynn.

My Commission expires: 1-23-10

Exhibit 1
To
Trademark Assignment

List of Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ORGANIC ESSENTIALS	2637817	October 22, 2002
PURITY BEGINS IN OUR FIELDS ORGANIC ESSENTIALS (and Design)	3054157	January 31, 2006