

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Functional Food Design, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 13, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Big Train, Inc.

Internal

Address: _____

Street Address: 19732 Descartes

City: Foothill Ranch

State: CA

Country: USA Zip: 92610

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,309,472

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
ADD-A-BOOST

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Morland C. Fischer

Internal Address: Suite 1300

Street Address: 2030 Main Street

City: Irvine

State: CA Zip: 92614

Phone Number: (949) 476-0600

Fax Number: (949) 476-0606

Email Address: morlandf@earthlink.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-1310

Authorized User Name Morland C. Fischer

9. Signature:

Morland C. Fischer
Signature

January 8, 2007
Date

Morland C. Fischer
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 081310 3309472

Exhibit A

TRADEMARK ASSIGNMENT

This Assignment is made on this 13 day of December, 2007 (the "Trademark Assignment") between Foodini LLC, a California limited liability company ("Foodini"), Functional Food Design, LLC, a California limited liability company ("Assignor"), and Big Train, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Letter Agreement (as defined below).

WHEREAS, by a Trademark Purchase Agreement and General Release, dated as of the date hereof by and among Assignor, Assignee and the other parties named therein (the "Letter Agreement"), Assignor has agreed to assign and Assignee has agreed to acquire, all Assignor's right, title and interest in and to all of the trademarks, trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, including but not limited to the trademarks listed on Exhibit 1 hereto, and all registrations, renewals and applications therefor, owned and used by the Assignor in connection with its operation of its business (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Letter Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Letter Agreement, the terms and conditions of the Letter Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of California (without application of principles of conflicts of law).

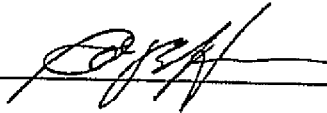
This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

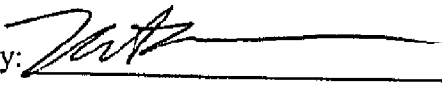
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

BIG TRAIN, INC.
A Delaware corporation, as Assignee

FUNCTIONAL FOOD DESIGN, LLC
A California limited liability company, as Assignor

By: 

By: 

Name: Robyn Hawkins
Title: Chief Executive Officer

Name:
Title:

EXHIBIT 1

Trademark: Add-A-Boost
Trademark Serial Number: 78/810,603
Trademark Application Filing Date: 2/9/2006
Trademark Registration Number: 3,309,472
Trademark Registration Date: 10/9/2007

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