

37-08

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To the Director of the U. S. Patent a.

103487601

documents or the new address(es) below.

**1. Name of conveying party(ies):**

HERBAL PROMISE LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Nevada domestic limited-liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 29 December 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CORAL LLC

Internal

Address: \_\_\_\_\_

Street Address: 924 Incline Way, Suite "L"

City: Incline Village

State: Nevada

Country: United States Zip: 89451

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Nevada LLC

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)

3192127; 3205289

Additional sheet(s) attached?  Yes  No

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

Cinnamon 6: Serial No. 78706451, Registration No. 3192127  
Herbal Promise: Serial No. 78706461, Registration No. 3205289

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

Name: T. Scott Brooke, Esq.

Internal Address: Brooke Shaw Zumpft

Street Address: 1590 Fourth Street, Suite 100

City: Minden

State: NV Zip: 89423

Phone Number: 775-782-7171

Fax Number: 775-782-3081

Email Address: brooke@brooke-shaw.com

**6. Total number of applications and registrations involved:**

Two (2)

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

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

**8. Payment Information:**

a. Credit Card 03/07/2004 Number 99999966 3192127

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_ 48.00 OF  
25.00 OF

Authorized User Name \_\_\_\_\_

**9. Signature:**

28 February 2008

Date

T. Scott Brooke, Esq.

Name of Person Signing

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

Four (4)

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS, INVENTIONS, TRADE SECRETS  
AND OTHER INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS, INVENTIONS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY (the "Assignment") is made and entered into effective as of **December 29, 2006** by HERBAL PROMISE LLC, a Nevada Domestic Limited Liability Company ("Assignor"), in favor of CORAL LLC, a Nevada Domestic Limited Liability Company ("Assignee").

AGREEMENT

In consideration of this Agreement's covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Trademarks. Assignor, by itself and through its no-longer-in-use d/b/a entity Coral Inc., has adopted, used, is using, and claims certain rights in and to various common law trademarks, service marks, and slogans in connection with its business, including, but not limited to, those listed on Exhibit A hereto (collectively, the "Marks"). For One Dollar (\$1), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants and assigns to Assignee, its successors and assigns all right, title and interest in and to the Marks and any registrations of the Marks with the United States Patent and Trademark Office and/or any other governmental agency, together with that part of the goodwill of the business connected with the use of and symbolized by the Marks, and the right to sue and recover damages and profits for past infringements.

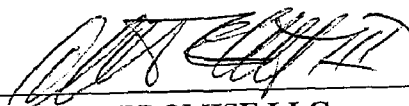
2. Copyrights. Furthermore, for that same One Dollar (\$1) of consideration, Assignor hereby sells, grants, conveys and assigns to Assignee, its successors, assigns and licensees, all right, title and interest (under copyright or otherwise) and the unencumbered right to exercise such rights in any and all media now known or hereafter devised throughout the universe in perpetuity, that are now held by Assignor in and to the following (that relate to or arise from Assignor's business): each registered and unregistered work of authorship relating to or arising from that business, including but not limited to, all Marks (each, a "Work") owned in whole or in part by Assignor, and all precursors, artwork, works in progress, drafts, revisions, models, translations, sequels and other versions of the Work that may heretofore have been created with the sanction of Assignor, and does hereby further sell, grant, convey and assign to Assignee all tangible media in which the Work has been embodied.


3. Inventions. Also for that same One Dollar (\$1) of consideration, Assignor hereby assigns to Assignee exclusively throughout the world all right, title and interest (choate or inchoate) in the following (that relate to or arise from Assignor's business): (a) any and all inventions owned in whole or in part by Assignor, whether protected or protectible by patent, (b) all precursors, portions and work in progress with respect thereto and all inventions, technology, information, and know-how, materials and tools relating thereto or to the development, support or maintenance thereof, and (c) all patent rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing.

4. Trade Secrets & Other Intellectual Property. To the extent that Assignor possesses Trade Secrets (as defined below) or other intellectual property not assigned under the previous sections hereof, for that same One Dollar (\$1) of consideration Assignor hereby assigns to Assignee exclusively throughout the world all right, title and interest in the following (that relate to or arise from Assignor's business): (a) all information and know-how of a technical or business nature, oral or written, including designs, prototypes, art work, business plans, financial data, budgets, projections, economic studies, marketing information, reports, systems and procedures, pricing data, computer programs and software, trade secrets, proposed trade names or marks, identity or terms of agreement with actual or prospective suppliers, customers, employees or other business allies, supplied by or on behalf of Assignor, (b) all observations and all memoranda, analyses, compilations, studies, or other documents or records prepared by Assignee or its representatives that reflect or are developed from or based on the foregoing (collectively, the "**Trade Secrets**"), and (c) all domain names, websites, and web pages relating to or arising from Assignor's business. The Trade Secrets do not include information that is or becomes generally available to the public.

5. General. Before Assignor dissolves, Assignor agrees to assist Assignee, or its designee, at Assignee's expense, in every proper way to secure Assignee's rights in any and all of the foregoing intellectual property and all rights relating thereto in any and all jurisdictions, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that Assignee shall deem necessary or advisable in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, and assigns the sole and exclusive rights, title and interest in and to such and any trademarks, copyrights, patents, or other intellectual property rights relating thereto. After Assignor dissolves, or if Assignee for any reason decides to forgo requesting Assignor's signature to apply for or to pursue any application for any United States or foreign trademark, copyright or patent registrations, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on its behalf and in its stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademark registrations, copyright registrations, or letters patent thereon with the same legal force and effect as if executed by Assignor. This Assignment shall inure to the benefit of Assignee and shall Assignor, Assignee and their respective successors and assigns. This Assignment may not be amended or modified except by a written document signed by Assignor and Assignee. This Assignment will be exclusively interpreted, construed and enforced in a state court in Douglas County, Nevada under Nevada law (without reference to its choice of law rules). THE PARTIES HEREBY CONSENT TO SUCH VENUE, GOVERNING LAW, AND THE JURISDICTION OF SUCH COURT. This Assignment sets forth the parties' entire agreement and understandings relating to the subject matter herein and merges and supersedes all of their prior agreements, writings, commitments and understandings.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the day and year first set forth above.

  
\_\_\_\_\_  
**HERBAL PROMISE LLC**  
By: Clint DeWitt III, President & Managing Member  
Assignor

  
\_\_\_\_\_  
**CORAL LLC**  
By: Clint DeWitt IV, Vice President  
Assignee

# Exhibit A

**CINNAMON 6**

**HERBAL PROMISE**

USPTO Serial Number 78706451  
USPTO Registration Number 3192127

USPTO Serial Number 78706461  
USPTO Registration Number 3205289