

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designing Health, Inc.		01/01/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	The Collett Family Trust
Street Address:	11951 Clonlee Street
City:	Granada Hills
State/Country:	CALIFORNIA
Postal Code:	91344
Entity Type:	TRUST:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3208101	GUARANTEED NO HARM TO SEALS, FISH OR OTHER ANIMAL SOURCES OF OMEGA 3 GUARANTEED NO HARM
Registration Number:	3036768	MEGA FLAX
Registration Number:	3038520	HEALTHY SEASONINGS
Registration Number:	3386086	HEALTHY DELITES
Registration Number:	3109841	WHOLE-BODY SUPERFOOD MEGA FLAX JOINT OMEGA 3 PHYTONUTRIENTS - FIBER
Registration Number:	3033925	ALL IS WELL
Registration Number:	3014219	WHOLE BODY SUPERFOOD
Registration Number:	3085989	WHOLE-BODY SUPERFOOD MEGAFLAX DIGESTIVE OMEGA 3 PHYTONUTRIENTS-FIBER
Registration Number:	3080285	WHOLE-BODY SUPERFOOD MEGAFLAX HEART OMEGA 3 PHYTONUTRIENTS - FIBER
Registration Number:	3080284	WHOLE-BODY SUPERFOOD MEGAFLAX IMMUNE OMEGA 3 PHYTONUTRIENTS · FIBER
Registration Number:	2541030	OMEGA BLAST

CH \$690.00 3208101

Registration Number:	2646482	OMEGA BLAST
Registration Number:	2480375	OMEGA3BASIC
Registration Number:	2182696	DESIGNING HEALTH
Registration Number:	2141503	THE MISSING LINK
Registration Number:	2257021	MASTER NUTRIENT FORMULA
Registration Number:	1950578	THE MISSING LINK
Serial Number:	78616237	MEGAFLAX PROACTIVE
Serial Number:	77430488	THE MISSING LINK FOR LIFE
Serial Number:	78871387	HEALTHY TREATS
Serial Number:	78650656	GUARANTEED NO HARM TO SEALS, FISH OR OTHER ANIMAL SOURCES OF OMEGA 3
Serial Number:	76127985	OMEGA BLAST
Serial Number:	75809092	PET 4 LESS
Serial Number:	75791193	LEVITY
Serial Number:	75511180	MISSING LINK
Serial Number:	75474102	OMEGA LINK
Serial Number:	75415920	FRIENDLY 7

CORRESPONDENCE DATA

Fax Number: (213)683-6669
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 683 6630
Email: rvanderschyff@pmcos.com
Correspondent Name: Rhodah VanDerSchyff
Address Line 1: 555 South Flower Street
Address Line 2: 30th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	DESIGNING HEALTH
NAME OF SUBMITTER:	Rhodah VanDerSchyff
Signature:	/Rhodah VanDerSchyff/
Date:	05/08/2008

Total Attachments: 11
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source=CollettFamilyTrust#page6.tif

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source=Designing.Health.TRUST.UCC(1)#page1.tif
source=Designing.Health.TRUST.UCC(1)#page2.tif
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source=Trust.UCC.Amended#page2.tif

FORBEARANCE AND SECURITY AGREEMENT

This Forbearance and Security Agreement ("Agreement") is dated as of January 1, 2008 ("Effective Date") and is entered into by and between The Collett Family Trust ("Lender") and Designing Health, Inc., a California corporation ("Borrower").

Recitals

A. Lender has made a loan (the "Loan") to Borrower in the principal amount of \$1,364,626.45, as set forth in that certain Promissory Note executed by Borrower, dated December 30, 2005 (the "Note").

B. Borrower did not make the principal payment required under the Note when due on June 30, 2006 and is thereby in default. In addition, Borrower has agreed that, for every six month period following the original due date of the Note that the Note is extended, the outstanding principal amount of the Note is increased by three percent. The Note has now been extended beyond December 31, 2007. Furthermore, Borrower agreed that, if the Loan were not paid when originally due, the annual interest rate on the Loan would increase from 9% to 10%; however Borrower has only paid interest on the Loan through the date hereof at an annual rate of 9%.

C. Lender has agreed to forbear exercising Lender's remedies associated with Borrower's continuing default, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confirmation of Loan Amounts. The total amount due on the Loan as of the date of this Agreement is set forth in Exhibit A attached hereto and incorporated by reference herein.
2. Forbearance. Lender shall forbear from exercising Lender's rights resulting from Borrower's failure to timely pay on the Loan, provided and on condition that Borrower fully and timely performs each and all of its obligations under this Agreement, and under the Note, to the extent that its obligations under the Note are not otherwise modified by this Agreement.
3. Revised Payment Schedules. Attached hereto as Exhibit B and incorporated by reference herein is a revised payment schedule for the Loan.
4. Grant of Security Interest. In order to secure the full and punctual payment and performance of Borrower's obligations hereunder and under the Note, Borrower hereby confirms the grant to Lender, contained in the Note, of a continuing security interest in the Collateral (as defined below), now or hereafter owned or acquired by Borrower, and wherever located.
5. Collateral. For purposes of this Agreement, the "Collateral" means: all present and future rights of Borrower to payment for goods sold or leased or for services rendered; letters of credit;

contract rights; chattel paper; instruments; documents; insurance proceeds; and all other indebtedness and obligations whatsoever owing to or owned or acquired by Borrower; inventory; merchandise and goods; equipment; general intangibles; investment property; all money, cash or cash equivalents; and deposit accounts; all together with any proceeds thereof, together with all instruments and all documents in title representing any of the foregoing, and together with all books and records in respect to the foregoing; all wherever located; and all whether now existing or hereafter acquired or arising.

6. [INTENTIONALLY DELETED]

7. Covenants of Borrower. Borrower promises:

- (a) To pay the amounts owing to Lender under the Note and this Agreement when they are due.
- (b) To pay all expenses, including attorney fees, incurred by Lender in the perfection, preservation, realization, enforcement, and exercise of Lender's rights under this Agreement and the Note.
- (c) To perform all acts necessary to maintain, preserve, and protect the Collateral.
- (d) To notify Lender promptly in writing of any occurrence or development that might have a material adverse effect on the Collateral.
- (e) To execute and deliver to Lender all financing statements and other documents that Lender requests, in order to protect and maintain Lender's security interest in the Collateral.

8. Waivers by Borrower. To the extent permitted by law, Borrower hereby waives and agrees not to assert or take advantage of:

- (a) Any right to require Lender to proceed against Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power or under any other agreement before proceeding against Borrower or the Collateral hereunder;
- (b) Any defense that may arise by reason of (1) the incapacity, lack of authority, death or disability of any other person or persons, (2) the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons, or (3) any cessation from any cause whatsoever of the liability of Borrower, or any other person or persons;
- (c) Demand, presentment for payment, notice of nonpayment, protest, notice of protest and, except as required by applicable law, all other notices of any kind, or the lack of any thereof, including, without limiting the generality of the foregoing, notice of the existence, creation or

incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Borrower, Lender, any endorser or creditor of Borrower or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender;

(d) Any defense based upon an election of remedies by Lender, including an election to proceed by non-judicial or judicial foreclosure of any security, whether real property or personal property security, or by transfer in lieu thereof, or any election of remedies, including remedies relating to real property or personal property security, which destroys or otherwise impairs the subrogation rights of Borrower;

(e) Any right or claim of right to cause a marshalling of the assets of Borrower;

(f) Any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Agreement;

(g) Any deficiency in the ability of Lender to collect or to obtain performance from any persons or entities now or hereafter liable for the payment and performance of any obligation hereby guaranteed;

(h) Any assertion or claim that the automatic stay provided by 11 U.S.C. § 362 or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any of its rights, whether now existing or hereafter acquired, which Lender may have against Borrower or the Collateral;

(i) The defense of the statute of limitations in any action hereunder or in any action for the collection or performance of any obligations hereby guaranteed;

(j) Without limiting the generality of the foregoing, Borrower hereby expressly waives any and all benefits which might otherwise be available to Borrower under California Civil Code Section 2787 to 2855, inclusive, 2899, 3275 and 3433, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any successor statutes; and

(k) Any defense based upon Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; and

(l) Any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code or any successor statute.

9. Term and Termination. This Agreement shall commence as of the Effective Date first set forth above. This Agreement shall terminate when Borrower completes performance of all Borrower's obligations under this Agreement and the Note, including, without limitation, repayment of all amounts owing by Borrower to Lender under this Agreement and the Note.

10. Time of Essence. Time is of the essence for Borrower's performance hereunder and under the Notes.

11. Effect on Promissory Note. All provisions of the Note are hereby ratified and remain in full force and effect, except as otherwise modified by the terms of this Agreement.

12. Acceleration Upon Default. In the event Borrower should default in timely performance of any of Borrower's obligations hereunder or under the Note, the whole sum of the principal balance and all accrued interest thereon of. the Note shall become immediately due and payable at the option of Lender upon notice to Borrower.

13. Remedies of Secured Creditor. Upon Borrower's default, Lender may exercise all rights and remedies available to a secured creditor, including without limitation the rights and remedies of a secured creditor under the California Commercial Code.

14. Remedies Cumulative. The rights, powers, and remedies provided in this Agreement or in the Note or any other document prepared pursuant to this Agreement are cumulative and not exclusive of any right, power, or remedy provided by law or equity.

15. Attorney Fees and Costs. Borrower shall pay all costs and expenses (including, without limitation, attorney fees) of Lender in connection with this Agreement, including, without limitation, costs and attorney fees associated with enforcing Lender's rights under this Agreement and the Note, the preparation of this Agreement and filing any financing statements.

16. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be deemed served when delivered in person, or on the third day after being deposited in the United States mail, postage prepaid, or on the next business day after being sent by overnight delivery with a reputable overnight delivery service (e.g., Federal Express or UPS), addressed as follows:

BORROWER: Designing Health, Inc.
28410 Witherspoon Parkway
Valencia, CA 91355
Attn: President

LENDER: The Collett Family Trust
11951 Clonlee Street
Granada Hills, CA 91344

or at such other address as either party shall designate by notice to the other party in accordance with this paragraph.

17. Further Assurances. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents that may be reasonably necessary or convenient to carry out the terms and intent of this Agreement.

18. Waiver. The waiver of any breach of any of the provisions of this Agreement or the Note by the Lender must be in writing and signed by the Lender. Any such waiver shall not constitute a

continuing waiver or a waiver of any subsequent breach by the Borrower either of the same or any other provision of this Agreement or of the Notes.

19. Entire Agreement. This Agreement and the Exhibit referred to herein constitute the complete understanding of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the parties.

20. Amendment. This Agreement may be amended only by a written document executed by the parties hereto.

21. Section Headings. The article, section and paragraph headings are for purposes of convenience only and shall not be used for purposes of interpretation of this Agreement.

22. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BORROWER:

DESIGNING HEALTH, INC.

By: 

Nate Armstrong
Chief Operating Officer

LENDER:

The Collett Family Trust

By: 

Robert M. Collett

By: 

Joy Collett

Exhibit A - Trust
Notes Payable
Summary as of December 31, 2007

Collett Family Trust	\$1,526,258
Litigation Advance	

Exhibit B

Revised Payment Schedule: for the Loan

Interest payable monthly, principal payable on demand.



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Filing Acknowledgement

02/12/2008

Page 1 of 1

PARKER, MILLIKEN, CLARK, O'HARA & SAMUELIAN
A PROFESSIONAL CORPORATION
555 SOUTH FLOWER STREET, 30TH FLOOR
LOS ANGELES CA 90071

Filing Fee: \$5.00
Total Fee: \$5.00

The California Secretary of State's Office has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Filing Type: **Financing Statement**
Filing Number: **08-7146999710**

File Date: **02/12/2008**
Lapse Date: **02/12/2013**

File Time: **15:40**

Debtor(s):
ORGANIZATION

DESIGNING HEALTH, INC.

28410 WITHERSPOON PARKWAY VALENCIA CA USA

Secured Party(ies):
ORGANIZATION

THE COLLETT FAMILY TRUST

11951 CLONLEE STREET GRANADA HILLS CA USA 91344

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 John Kinsock
 213-683-6500

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 PARKER, MILLIKEN, CLARK, O'HARA & SAMUELIAN A
 PROFESSIONAL CORPORATION
 555 SOUTH FLOWER STREET, 30TH FLOOR
 Los Angeles, CA 90071
 USA

DOCUMENT NUMBER: 15865630003
 FILING NUMBER: 08-7146999710
 FILING DATE: 02/12/2008 15:40
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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
OR	1a. ORGANIZATION'S NAME Designing Health, Inc.				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 28410 Witherspoon Parkway		CITY Valencia	STATE CA	POSTAL CODE 91355	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION California	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE C2561062	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names					
OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)					
OR	3a. ORGANIZATION'S NAME The Collett Family Trust				
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 11951 Clonlee Street		CITY Granada Hills	STATE CA	POSTAL CODE 91344	COUNTRY USA
4. This FINANCING STATEMENT covers the following collateral: All property now owned or hereafter acquired by Debtor, Designing Health, Inc.					
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING					
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					

FILING OFFICE COPY



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Amendment Acknowledgement

05/02/2008

Page 1 of 1

PARKER, MILLIKEN, CLARK, O'HARA &
SAMUELIAN A PROFESSIONAL CORPORATION
555 SOUTH FLOWER STREET, 30TH FLOOR
LOS ANGELES CA 90071

Filing Fee: \$5.00
Total Fee: \$5.00

The California Secretary of State's Office has received and filed your document. The information stated below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Amendment Type: **Amendment** File Date: **05/02/2008** File Time: **15:09**
Amendment Filing #: **08-71563809**
Original Filing Number: **08-7146999710** Lapse Date: **02/12/2013**

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC ARTICLE 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

003774 COMMERCIAL CODE 1500 11TH STREET, 2ND FL. SACRAMENTO, CA 95814 • PO BOX 94385 • SACRAMENTO, CA 94215-0001 • (916) 671-2515 • HTTP://UCCONNECT.SOS.CA.GOV

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RECEIVED TIME MAY. 7. 11:18AM

PRINT TIME MAY. 7. 11:20AM

TRADEMARK
REEL: 003774 FRAME: 0473

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 John Kinsock
 213-683-6500

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 PARKER, MILLIKEN, CLARK, O'HARA & SAMUELIAN A
 PROFESSIONAL CORPORATION
 555 SOUTH FLOWER STREET, 30TH FLOOR
 Los Angeles, CA 90071
 USA

DOCUMENT NUMBER: 15811120003
 FILING NUMBER: 08-71563808
 FILING DATE: 05/02/2008 15:09
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 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 08-7146999710

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **6b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR **7b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

7d. SEE INSTRUCTIONS **ADD'L DEBTOR INFO** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID#, if any**
 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

All property now owned or hereafter acquired by Debtor, Designing Health, Inc., including all general intangibles of Debtor.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this amendment.

a. ORGANIZATION'S NAME
 Designing Health, Inc.

OR **b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

10. OPTIONAL FILER REFERENCE DATA

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RECEIVED TIME MAY. 7. 11:18AM

PRINT TIME MAY. 7. 11:20AM

TRADEMARK

RECORDED: 05/08/2008

REEL: 003774 FRAME: 0474