

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
Creative Concoctions LLC		05/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The FRS Company		
Street Address:	101 Lincoln Centre Drive		
Internal Address:	Suite 500		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77126151	HEALTHY ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-551-3450		
Email:	efiling@kmob.com		
Correspondent Name:	Jonathan A. Hyman		
Address Line 1:	2040 Main Street		
Address Line 2:	Fourteenth Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	FRSCO.002T		
NAME OF SUBMITTER:	Jonathan A. Hyman		
Signature:	/jhh/		

CH \$40.00 77126151

Date:

07/23/2008

Total Attachments: 2

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Exhibit B

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment"), effective three (3) days after the United States Patent and Trademark Office issues the Notice of Allowance in connection with U.S. Trademark Application Serial No. 77/126,151, is by and between Creative Concoctions LLC, a Delaware Limited Liability Company, having a place of business at 12 Old Quarry Road Englewood, NJ 07631 (hereinafter "ASSIGNOR") and The FRS Company, a Delaware Corporation, having a place of business at 101 Lincoln Centre Drive, Suite 500, Foster City, CA 94404 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademark") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademark

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR owns the Trademark applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Application");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademark and Application worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees world-wide which include or are comprised of the words HEALTHY and ENERGY;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Application worldwide and any other registered or unregistered Trademark owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademark; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademark.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Application set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the words HEALTHY and ENERGY;

together with the goodwill symbolized by said Trademark, Application, and other registered or unregistered trademarks or service marks which include or are comprised of the words HEALTHY and ENERGY owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with

the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain.

THE FRS COMPANY

CREATIVE CONCOCTIONS LLC

By: Mechten

By: Herbert Collins

Name: Mechten

Name: HERBERT COLLINS

Title: CEO

Title: GENERAL MANAGER

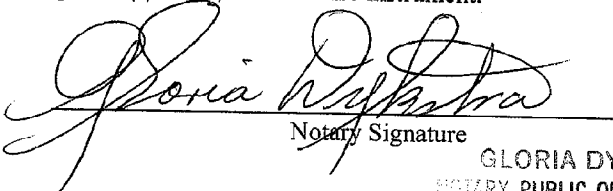
Date: 5-29-08

Date: 5-21-08

STATE OF _____ }
COUNTY OF _____ } ss.

On 5-21-08, before me, Herbert Collins, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Signature

GLORIA DYKSTRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12-1-09

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Trademark:

HEALTHY ENERGY

SCHEDULE B

Federal Trademark Application:

MARK	APPL. NO.	FILING DATE	CLASS
HEALTHY ENERGY	77/126,151	March 8, 2007	32