

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
Body Innoventions IP Holdings, LLC		04/03/2008	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Western Holdings, LLC		
Street Address:	1821 Logan Avenue		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	LIMITED LIABILITY COMPANY: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78745746	RETIVA	
CORRESPONDENCE DATA			
Fax Number:	(801)521-9639		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-521-5800		
Email:	david.seeley@hro.com		
Correspondent Name:	David O. Seeley		
Address Line 1:	299 South Main, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	50213-00010		
NAME OF SUBMITTER:	David Seeley		
Signature:	/David O. Seeley/		
Date:	09/18/2008		

OP \$40.00 78745746

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK APPLICATION

This ASSIGNMENT OF TRADEMARK APPLICATION ("Assignment"), effective as of April 3, 2008, is between BODY INNOVENTIONS IP HOLDINGS, LLC., a Nevada limited liability company ("Assignor") having a principal place of business at 1000 East William Street, Suite 204 Carson City Nevada 89701, and WESTERN HOLDINGS, LLC, a Wyoming limited liability company ("Assignee") having a principal place of business at 1821 Logan Avenue, Cheyenne, Wyoming 82001.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is acknowledged, the undersigned Assignor hereby irrevocably sells, grants, conveys, assigns, and transfers to the Assignee, its successors, assigns, and personal representatives, all of the undersigned's right, title and interest in and to the application for trademark, described in Exhibit "A" attached hereto and all rights related thereto, including without limitation any and all associated goodwill, statutory and common law rights, and all actions and causes of action which may be related to these rights, including the right to sue for past present and future damages or infringements (collectively, the "Property").

The undersigned warrants that it owns without lien or encumbrance all right, title and interest in and to the Property, and that the undersigned is unaware of any claim against the Property. The undersigned agrees to, and shall cooperate with Assignee or its designees and execute all oaths, declarations and other documents, as may be requested by Assignee and which shall be prepared by Assignee or its designees, to effect the foregoing assignment of rights from the undersigned to Assignee. Such cooperation and execution shall be at no additional compensation to undersigned, provided, however, that Assignee shall reimburse the undersigned for reasonable out-of-pocket expenses incurred at the specific request of Assignee or its designees. The undersigned hereby appoints Assignee to be the undersigned's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the undersigned in connection with the Property.

IN WITNESS WHEREOF, the said BODY INNOVENTIONS IP HOLDINGS, LLC, as Assignor has caused these presents to be executed by a duly authorized officer or by a duly authorized manager thereof.

BODY INNOVENTIONS IP HOLDINGS, LLC

By:



VP of Compliance

EXHIBIT A

RETIVA, Serial No. 78/745746, Class 3 – Cosmetics.

#245043 v1

RECORDED: 09/18/2008

**TRADEMARK
REEL: 003855 FRAME: 0529**