

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
The Cowgirl Company	FORMERLY Cowgirl Enterprises, Ltd	01/01/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Rocky Mountain Natural Labs, LLC		
Street Address:	4760 Walnut Street, Suite 105		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76522971	EXTREME CREAM	
Serial Number:	76537244	THE COWGIRL COMPANY	
Serial Number:	76373446	COWGIRL SKINCARE	
Serial Number:	76373447	COWGIRL	
CORRESPONDENCE DATA			
Fax Number:	(303)449-4157		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3034407549		
Email:	alexismayne@cowgirlskincare.com		
Correspondent Name:	Rocky Mountain Natural Labs, LLC		
Address Line 1:	4760 Walnut Street, Suite 105		
Address Line 4:	Boulder, COLORADO 80301		
NAME OF SUBMITTER:	Alexis K. Mayne		
Signature:	/AKM/		

OP \$115.00 76522971

Date:

09/30/2008

Total Attachments: 9

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**AGREEMENT FOR
PURCHASE AND SALE OF ASSETS**

This Agreement, dated January 1, 2008, is between ROCKY MOUNTAIN MARKETING PARTNERS, LLC, a Colorado limited liability company ("RMMP"), and THE COWGIRL COMPANY, a Colorado corporation ("COWGIRL").

Recitals

A. COWGIRL is in the business of developing and marketing skin care products ("Business"). COWGIRL owns the assets listed on Exhibit A to this Agreement (the "Assets"), which represent all of COWGIRL'S assets as of the date of this Agreement.

B. On the terms and conditions set forth below, COWGIRL wishes to sell the Assets, and RMMP wishes to purchase the Assets.

C. Alexis Mayne collectively owns all of the issued and outstanding shares of the common stock of the Company. Alexis Mayne is the sole officer and director of the Company. Alexis Mayne approves the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

Agreement

1. Sale and payment of purchase price. COWGIRL shall sell all of the Assets listed on Exhibit A to this Agreement to RMMP for \$25,616.00 (less any prepayments already made), in cash or immediately available funds at Closing, as defined below in Paragraph 4.

2. Operations Pending Closing.

(a) Between the date of this Agreement and the Closing, COWGIRL shall continue to conduct its Business in the ordinary course, with no material deviation from its past business practices. In addition, COWGIRL agrees that, without the written prior consent of RMMP:

(i) COWGIRL will not amend, modify or alter in any material respect any contract or agreement to which it is a party and which is listed as an Asset, or enter into any new material contract or agreement similar to any contract or agreement which is listed as an Asset;

(iii) COWGIRL will not incur any material indebtedness (except for indebtedness to vendors in the ordinary course of its business);

(iv) COWGIRL shall discharge all of its obligations with respect to its indebtedness or under any contract or agreement in accordance with all applicable terms and conditions and its prior practices; and

(v) COWGIRL will use its best efforts to preserve its Business and preserve positive and businesslike relations with its customers, suppliers and others involved in COWGIRL'S business.

4. Closing. The purchase and sale of the Assets shall close (the "Closing") on January 1, 2008, or at such other time or place as the parties mutually agree in writing.

At the Closing:

(a) COWGIRL shall deliver to RMMP, free and clear of any liens, encumbrances and adverse claims of any kind, (i) bills of sale, assignments or other instruments or documents of transfer containing terms and conditions acceptable to RMMP, duly executed, with general warranties of title and sufficient to effect the transfer of the Assets to RMMP; (ii) assignments of all policies of insurance that relate to the Assets and that are assignable; (iii) the insurance policy(ies) referred to in Paragraph 8.

(b) COWGIRL shall deliver to RMMP all financial books and records, accounting, banking, insurance and other business records and all other contracts, agreements, documents and materials in its possession relating to the Assets/COWGIRL. The parties agree that these records are proprietary and confidential. Without the prior written consent of RMMP, COWGIRL will not disclose the records or information contained therein to third parties or use such information to the detriment of RMMP or COWGIRL's Business. COWGIRL is entitled to retain copies of such records for its confidential use only and is entitled to reasonable post-Closing access to its books and records to complete tax returns or for other legitimate business purposes.

(c) COWGIRL shall file all documents and perform all acts necessary to clear its trademarks and other tangible and intangible Assets for use by RMMP. COWGIRL shall deliver to RMMP all documents evidencing such acts. RMMP shall be entitled to possession and control of such property upon Closing.

(d) RMMP and COWGIRL shall take such other actions and execute and deliver, or obtain from third parties, such documents as may reasonably be deemed by any party or its counsel to be necessary or advisable to effect the purposes of this Agreement. If, subsequent to Closing, any party or its counsel determines that additional action or documentation is reasonably necessary or advisable to effect the purposes of this Agreement, all parties will cooperate in good faith in taking such action or obtaining or executing such documentation.

5. COWGIRL's Representations and Warranties. COWGIRL warrants to RMMP, and its successors and assigns, that the following, and the facts recited in the Recitals, are true and correct in all material respects:

(a) COWGIRL has full and valid title to the Assets, and there is no formal or informal impediment to the sale of the Assets to RMMP. All of the Assets are free and clear of all liens, encumbrances and adverse claims of any kind whatsoever.

(b) COWGIRL has the right, power, legal capacity, and authority to sell and deliver the Assets to RMMP. By executing this Agreement, COWGIRL consents, as required by the Colorado Business Corporation Act, to the sale of all of its Assets and waives any dissenter's rights. This Agreement constitutes the valid and binding obligation of COWGIRL and, as applicable, its Shareholders, and is enforceable against COWGIRL and its Shareholders. The execution, delivery and performance of this Agreement do not and will not conflict with or result in any breach of any of the articles of incorporation or by-laws of COWGIRL or any other agreement by which COWGIRL or any Shareholder is bound, or any law or regulation to which COWGIRL or any Shareholder is subject. COWGIRL and its Shareholders have the right, power, legal capacity, and authority to enter into and perform this Agreement. COWGIRL and its Shareholders do not need the consent, approval or authorization of any governmental or regulatory authority or any other party or person to execute and perform this Agreement.

(c) COWGIRL is a corporation duly organized and validly existing and in good standing under the laws of the State of Colorado, and it has all of the corporate powers necessary to engage in the Business. COWGIRL has obtained all licenses required for the conduct of its Business through the date of Closing.

(d) There are no outstanding warrants, options, conversion rights or other agreements pursuant to which any person or entity has a right to acquire any debt or equity security from COWGIRL.

(e) Exhibit A completely and accurately depicts all material assets of COWGIRL.

(f) There are no actions, suits, proceedings, orders or investigations pending or threatened against or affecting COWGIRL at law or in equity, or before or by any federal, state, municipal or other governmental department which might affect COWGIRL's performance under this Agreement or the consummation of the transactions contemplated by this Agreement. There are no outstanding product/service warranty claims against COWGIRL.

(g) COWGIRL is not in violation of any provision of its articles of incorporation or its by-laws or of any federal, state or local law or regulation.

(h) COWGIRL is not in default (and there is no circumstance which after notice could constitute a default) under any agreement or contract which is an Asset, other than those of an immaterial or insubstantial nature incurred in the usual course of its business. RMMP does not assume any obligation or liability for the performance of warranties by COWGIRL for work

performed or products sold or provided to a customer prior to the Closing. COWGIRL has maintained completed operations and general liability insurance that is adequate for the scope and nature of COWGIRL's business.

(i) COWGIRL has filed all federal and state income tax returns and all state and local returns/reports for sales and use taxes; and COWGIRL has paid all of such taxes and assessments due in full through the date of Closing. There are no unresolved audits by any federal, state or local authority of COWGIRL, and COWGIRL has not been advised of intention by any such authority to conduct an audit.

(j) COWGIRL's products and services have not, and do not, infringe upon any trademark, patent or license of any person or entity.

(k) All information that COWGIRL disclosed to RMMP regarding the Assets is true and accurate in all material respects, and COWGIRL has not failed to disclose to RMMP any facts regarding the Assets that would be material to RMMP.

(l) COWGIRL has paid all liabilities or made satisfactory arrangements for the payment of its liabilities.

(m) COWGIRL had the opportunity and the means to consult its own legal and financial counsel concerning the terms and conditions of this Agreement. COWGIRL is not relying on any representation or warranty by RMMP except for those by RMMP specifically set forth in this Agreement.

(n) The representations and warranties made in this Paragraph 5 shall be true and effective as of the date of this Agreement and as of the date of Closing, and all of such representations and warranties shall survive the Closing without limitation.

6. Representations and Warranties of RMMP. RMMP represents and warrants to COWGIRL that the following are true and correct in all material respects:

(a) RMMP is duly authorized by its members/management committee to enter this transaction.

(b) RMMP had the opportunity and the means to consult its own legal and financial counsel concerning this Agreement. RMMP is not relying on any representation or warranty by COWGIRL except for those specifically set forth in this Agreement.

(c) RMMP has the right, power, legal capacity, and authority to enter into this Agreement. This Agreement constitutes the valid and binding obligation of RMMP, enforceable in accordance with its terms. RMMP's execution, delivery and performance of this Agreement will not conflict with or result in any breach of any of the articles of organization or operating agreement of RMMP or any other agreement by which RMMP is bound, or any law or regulation to which a RMMP is subject. RMMP does not need any consent, approval or

authorization of any governmental or regulatory authority or any other party or person in order to enter into and perform this Agreement.

(d) RMMP is not aware of any actions, suits, proceedings, orders, or investigations of or against RMMP which might affect RMMP's performance under this Agreement.

(e) RMMP's representations and warranties made in this Paragraph 6 shall be true and effective as of the date of this Agreement and as of the date of Closing, and all of such representations and warranties shall survive the Closing without limitation.

8. Indemnity by COWGIRL.

(a) COWGIRL and Alexis Mayne shall indemnify and hold RMMP and RMMP's Affiliates harmless from any claim, demand, cause of action, liability, damage, loss, expense, including attorney fees, incurred in connection with any claim asserted by any other person or entity which arises from or is related to the breach or claimed breach of any representation or warranty by COWGIRL in this Agreement.

(b) If RMMP or its Affiliate contends that it is entitled to indemnity, it shall so advise COWGIRL in writing, setting forth in reasonable detail the nature of claim, and other facts material to the indemnity to which RMMP contends it is entitled. Upon such notice, RMMP and COWGIRL shall endeavor in good faith to agree upon terms by which the indemnity is to be handled (including, *e.g.*, who is to provide the defense, how costs and expenses are to be paid or reimbursed, control over settlement, etc.). If they are unable to reach agreement within 10 days after the notice to COWGIRL, the entity claiming the right of indemnity shall be entitled to defend the claim, and COWGIRL shall promptly pay as incurred all amounts to be indemnified.

(c) The parties agree that RMMP's Affiliates are intended to be third party beneficiaries of the provisions of this Paragraph 8 and that they are entitled to enforce these provisions in the same manner, and to recover the full extent of available relief as RMMP.

(d) Notwithstanding any other provision of this Paragraph 8, and provided that the insurance coverage described in Paragraph 8(e) is obtained and kept in force for eighteen months from the date of Closing, the aggregate liability of COWGIRL to indemnify and hold RMMP and RMMP's Affiliates harmless from a claim, demand, cause of action, liability, damage, loss or expense, including attorney fees shall be limited to \$50,000.

(e) For the period of eighteen months after Closing, COWGIRL shall cause to be obtained and kept in force at their sole expense policies of liability insurance, in which RMMP and RMMP's Affiliates are named as insureds, relating to pre-Closing events involving COWGIRL or its employees, pre-Closing acts or omissions of the COWGIRL or its employees, COWGIRL operations and completed operations occurring pre-Closing, and such other pre-Closing matters or liabilities as reasonably required by the RMMP. COWGIRL shall provide During the period prior to Closing, copies of all such policies obtained, or binders for policies to

be obtained, for RMMP's review and approval. All such policies shall be non-cancellable without thirty days prior notice to RMMP. If COWGIRL does not timely pay any premium for any such policies, RMMP may pay such premium and shall be entitled, in addition to any other relief, to reimbursement of any such payment.

9. **No Brokerage.** COWGIRL represents to RMMP, and RMMP represent to COWGIRL, that it has not retained or used a broker, salesman or other finder in this transaction in any manner which would entitle such person to payment of a brokerage commission, finders fee or other remuneration. Each agrees to indemnify the other against any claim, loss or damage, including reasonable attorney fees, arising out of any breach of this representation by the indemnifying party.

10. **Covenant Not to Compete/Non-Solicitation.** Notwithstanding, and in addition to, the terms and conditions of any employment agreement or other agreement regarding non-competition or non-solicitation, COWGIRL and MAYNE agree as follows: [will there be a separate employment agreement?]

(a) For the period from Closing until eighteen months thereafter, COWGIRL and MAYNE agree that COWGIRL and MAYNE will not compete directly or indirectly (or assist any other person or entity to so compete) with the Business of RMMP as conducted during such period in the state or states where such business is or has been conducted. For the purposes of this Paragraph, the parties agree that the Business of RMMP is defined as the formulation and marketing of products and systems for skin care, skin treatment and cosmetic beauty.

(b) For the period from Closing until eighteen months thereafter, COWGIRL and MAYNE agree that COWGIRL and MAYNE, directly or indirectly (i) will not solicit or enter into any business relationship with any person or entity that was or is a customer or trade contractor of COWGIRL or RMMP; (ii) hire or attempt to hire any employee of RMMP; or (iii) disclose any information regarding the business of COWGIRL or RMMP, including, without limitation, their product formulations, method of doing business, pricing or contract terms, identity of customers, or identity of suppliers or trade contractors. COWGIRL and MAYNE also agree that during the same period it will not assist any other person or entity in doing any of the acts prohibited in this Paragraph 10(b).

(c) COWGIRL and MAYNE acknowledge that these covenants are reasonable and necessary to protect the interests of RMMP and that RMMP would not enter into this Agreement if COWGIRL and MAYNE were unwilling to grant these covenants. Moreover, COWGIRL and MAYNE acknowledge that the breach or threatened breach of these covenants will cause RMMP irreparable harm, and that damages alone will not compensate them for such injury. Accordingly, in addition to any other relief, RMMP shall be entitled to injunctive relief upon the breach or threatened breach of any of these covenants by COWGIRL and/or MAYNE.

(d) The parties agree that RMMP's Affiliates are intended to be third party beneficiaries of the provisions of this Paragraph 10 and that they are entitled to enforce these provisions in the same manner, and to recover the full extent of available relief, as RMMP.

(e) MAYNE acknowledges that the execution and performance of this Agreement constitutes valid and sufficient compensation for the covenants provided in this Paragraph 10.

11. Arbitration. Any controversy, dispute or claim arising out of the negotiation and execution of this Agreement, the performance or enforcement of this Agreement, the breach of this Agreement or the determination of any party's rights (or the rights of RMMP's Affiliates as third party beneficiaries under Paragraphs 8 and 10) under this Agreement shall be resolved by arbitration in the City and County of Denver, Colorado on the following terms and conditions:

(a) Arbitration shall be commenced upon service by the party seeking arbitration (the "claimant") of a written demand for arbitration on all other affected parties (the "respondents"). In the demand, the claimant shall identify an independent arbitrator selected by the claimant, giving his/her full name, professional/business address and telephone number and setting forth a summary of the arbitrator's background and qualifications. For the period of 15 days after the demand for arbitration is served, any respondent may give written notice of objection to the claimant's designated arbitrator, in which notice the respondent shall identify his/her/its selection of an independent arbitrator and provide the same information regarding such person. If a respondent does not so object within the 15-day period, that respondent shall be deemed to have agreed to selection of the arbitrator identified by claimant. If an objection is timely given, the claimant and the objecting respondent(s) shall in good faith attempt to select an arbitrator. If they are unable to agree within 5 days after the last objection by a respondent, then the persons identified by the claimant and the objecting respondent(s) shall select another person to serve as arbitrator; if they are unable to do so within 5 days, the arbitrator shall be selected by the Chief Judge of the District Court for the City and County of Denver. The selection of an arbitrator as provided in the foregoing manner shall be binding on all parties to the arbitration.

(b) The arbitration shall be conducted in accordance with the provisions of the Colorado Uniform Arbitration Act (C.R.S. §13-22-201, *et seq.*, the "Act"). The arbitrator shall have all of the powers and authority set forth in that Act, and shall be empowered to set rules for discovery and arbitration procedure as the arbitrator deems appropriate. The decision of the arbitrator shall be final, except as provided in the Act, and shall be enforceable as provided in the Act.

(c) Notwithstanding the other provisions of this Paragraph 12, if a party wishes to obtain injunctive relief or a temporary restraining order (for example to enforce the provisions of Paragraph 10), that party may initiate an action for such equitable relief in the District Court for the City and County of Denver, Colorado. No claim for damages shall be joined with such a claim for equitable relief, but shall be pursued only through arbitration.

13. General Provisions.

(a) This document contains the entire agreement between RMMP and COWGIRL with respect to the purchase and sale of the Assets. This Agreement and this Paragraph 13(a) may be amended only by an instrument in writing signed by all parties. No failure by any party to exercise any right under this Agreement shall be deemed to be a waiver of that right or of the

right to demand exact compliance with the terms of this Agreement, except as specifically provided in this Agreement.

(b) Any notice, acceptance or objection permitted or required under this Agreement, and any demand for arbitration, shall be in writing and shall be deemed effectively given when delivered in person or three days after it is deposited in the U. S. Mail, postage prepaid, or delivered by a reputable courier such as Federal Express, all fees prepaid, addressed as follows, or faxed to recipient at the number indicated below (or at such other address or fax number subsequently selected by a party and communicated by written notice to the other parties):

If to COWGIRL:

Alexis K. Mayne
830 20th Street, #310
Boulder, CO 80304
Facsimile No. (303) 449-0894

If to RMMP:

Lisa M. Crary
CEO, The Cowgirl Company
4760 Walnut Street
Boulder, Colorado 80304
Facsimile No. (303) 449-4157
And with a copy to RMMP's counsel:

Charles B. Hecht
Hamil/Hecht LLC
140 East 19th Avenue
Suite 600
Denver, Colorado 80203
Facsimile No. (303) 830-1057

(c) In computing any period of time under this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday (under Colorado law or the law relating to national banks), in which event the period shall run until the end of the next business day.

(d) If a party commences litigation or arbitration under this Agreement, the prevailing party shall be entitled to recover, in addition to any damages or other relief granted by the court or the arbitrator, all costs actually incurred in connection with the litigation or arbitration, including reasonable attorney fees and the fees of the arbitrator.

(e) The Paragraph captions in this Agreement are for reference only, and are not intended to interpret or define the terms and conditions herein.

(f) All terms and conditions of this Agreement shall be deemed severable. If any term or condition is held to be void and unenforceable, the remaining provisions shall have full force and effect.

(g) This Agreement is binding upon and enforceable against the parties and their respective heirs, personal representatives, successors and assigns.

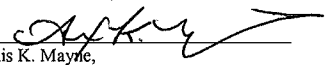
(h) This Agreement is governed by the laws of the state of Colorado.

(i) This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute the same instrument. This Agreement is binding upon the parties when they have exchanged facsimile copies executed by the parties. As soon as is reasonably possible after the exchange of facsimile-executed copies, the parties will exchange manually-executed copies of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

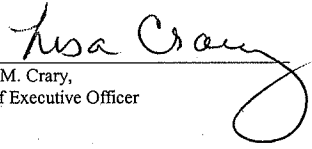
COWGIRL:

The Cowgirl Company.

By 
Alexis K. Mayne,
President

RMMP:

Rocky Mountain Marketing Partners, LLC

By 
Lisa M. Crary,
Chief Executive Officer