

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
CMI, Inc.		01/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brain Pharma, Inc.		
Street Address:	3810 N. 29th Ave.		
City:	Hollywood		
State/Country:	FLORIDA		
Postal Code:	33020		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77440900	HAPPY SHOTS	
Serial Number:	77440902	HAPPY PILLS	
CORRESPONDENCE DATA			
Fax Number:	(215)540-5814		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-540-8016		
Email:	steve@e-squire.net		
Correspondent Name:	Steven G. Tyson		
Address Line 1:	204 Rosemary Ave.		
Address Line 4:	Ambler, PENNSYLVANIA 19002		
NAME OF SUBMITTER:	Steven G. Tyson		
Signature:	/s/ Steven G. Tyson		
Date:	01/16/2009		

OP \$65.00 77440900

Total Attachments: 2

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**TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of January 15, 2009, between the following two parties:

Assignor: CMI, Inc.
Address: 3810 N. 29th Ave.
Hollywood, Florida 33020

Assignee: Brain Pharma, Inc.
Address: 3810 N. 29th Ave.
Hollywood, Florida 33020

WHEREAS, the Assignor, a Delaware corporation, is listed as the owner and original applicant of the trademarks Happy Pills (Serial No. 77440902) and Happy Shots (Serial No. 77440900) (the "Trademarks") on the federal trademark registration applications;

WHEREAS, the Assignee, a Florida corporation, is a successor company to the portion of the Assignor's business to which the Trademarks pertain;

WHEREAS, the Assignor desires to convey and assign all of its right, title and interest in the Trademarks, including the trade dress and goodwill, to the Assignee, and the Assignee agrees to accept the assignment of the Trademarks;

NOW, THEREFORE, in consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

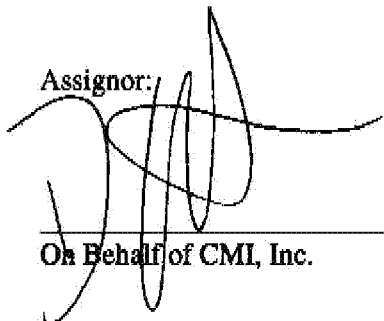
1. The Assignor hereby conveys, transfers, assigns and delivers all ownership rights in the Trademarks, including the portion of the business to which the Trademarks pertain, to Assignee, together with the trade dress, the goodwill, all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, and all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
2. The Assignor agrees to cause to have changed the name of the registered owner of the Trademarks into the name of the Assignee, and the Assignee agrees to accept the change of the registered owner of the Trademarks.
3. Once the Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement, enforceable against the Assignor in accordance with its terms, upon its execution.
4. Any provision of the Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or

unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Agreement.

6. No waiver, amendment or modification, including those by custom, usage of trade or course of dealing of any provision of this Agreement will be effective unless in writing and signed by the both parties. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized office of the other party, and that waiver shall be effective only with respect to the specific obligation described in that waiver.

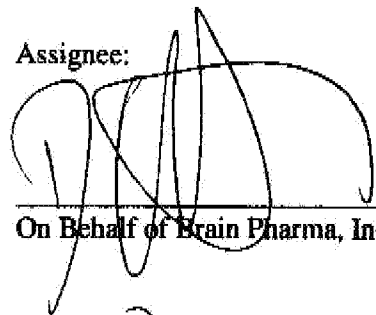
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the effective date first set forth above.

Assignor:


On Behalf of CMI, Inc.

CEO

Title

Assignee:


On Behalf of Brain Pharma, Inc.

CEO

Title