

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lake Consumer Products, Inc. | | 02/03/2009 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Herbs, Etc., Inc. | | |
| Street Address: | 1340 Rufina Circle | | |
| City: | Santa Fe | | |
| State/Country: | NEW MEXICO | | |
| Postal Code: | 87507 | | |
| Entity Type: | CORPORATION: NEW MEXICO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1876297 | RELEAF | |
| Registration Number: | 2199570 | RELEAF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (207)842-0743 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 207 842 6003 | | |
| Email: | judith@judithsapp.com | | |
| Correspondent Name: | Judith Sapp | | |
| Address Line 1: | 111 West Street | | |
| Address Line 4: | Portland, MAINE 04102 | | |
| ATTORNEY DOCKET NUMBER: | 5816 | | |
| NAME OF SUBMITTER: | Judith Sapp | | |
| Signature: | /Judith Sapp/ | | |
| Date: | 02/04/2009 | | |

OP \$65.00 1876297

Total Attachments: 2

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AGREEMENT

THIS AGREEMENT is by and between Lake Consumer Products, Inc., a Nevada corporation with a principal place of business located at P.O. Box 198, 1 Pharmacal Way, Jackson, Wisconsin 53037 ("Seller"), and Herbs, Etc., Inc., a New Mexico corporation with a principal place of business located at 1340 Rufina Circle, Santa Fe, New Mexico 87057.

WHEREAS, Seller is the sole and exclusive owner of all right, title, and interest in and to RELEAF (the "Mark"), registered in the United States Patent and Trademark Office under Trademark Registration No. 1,876,297, issued January 31, 1995, and Trademark Registration No. 2,199,570, both in International Class 5 (the "Registrations"); which registrations are subsisting and in full force and effect, and

WHEREAS, Buyer is desirous of acquiring the Mark and Registrations; and

NOW THEREFORE, for the sum of five thousand United States dollars (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, transfer, and convey to Buyer, effective as of February 1, 2009, all of its right, title, and interest in and to the said Mark and Registrations, together with the portion of the good will of the business symbolized by the Mark, subject to the following terms and conditions.

- 1. Seller will provide Buyer with its files for the Registrations or with copies of such files at no additional cost to Buyer.**
- 2. Seller will execute promptly and at no additional cost to Buyer any and all such further documents and instruments as may be necessary or desirable to confirm the assignment effected hereby.**
- 3. Seller will not directly or indirectly use or seek registration of the Mark or any mark confusingly similar to the Mark on any goods in International Class 5 after the effective date of this Agreement.**
- 4. Buyer and Seller agree that this Agreement shall be binding upon and inure to the benefit of the respective parties, their officers, employees, agents, subsidiaries, affiliates, licensees, successors, and assigns.**
- 5. Buyer and Seller agree that this Agreement, and any dispute concerning the enforceability or interpretation of any of the terms and conditions hereof, shall be governed by and construed in accordance with the substantive law of the State of New Mexico.**
- 6. Buyer shall pay Seller the sum of five thousand United States dollars (\$5000.00) by February 10, 2009. If payment is not received by February 10, 2009, this agreement will be void.**

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Settlement Agreement to be executed by their respective duly authorized officers, effective as of February 1, 2009.

LAKE CONSUMER PRODUCTS, INC.

By: Michael Kennedy

Name: Michael Kennedy

Title: V.P. MARKETING

Date: 2-3-09

HERBS, ETC., INC.

By: Daniel Gagnon

Name: Daniel Gagnon

Title: President

Date: 2/4/09