

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Arkion Life Sciences LLC         |  | 07/11/2006            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | Agrihouse, Inc.  |                       |                                     |
| <b>Street Address:</b>           | 307 Welch Ave.   |                       |                                     |
| <b>City:</b>                     | Berthoud   |                       |                                     |
| <b>State/Country:</b>            | COLORADO   |                       |                                     |
| <b>Postal Code:</b>              | 80513  |                       |                                     |
| <b>Entity Type:</b>              | CORPORATION: COLORADO  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| Registration Number:             | 1889527  | YEA!                  |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (312)896-6289  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 312-443-0497   |                       |                                     |
| <b>Email:</b>                    | kparr@lockelord.com  |                       |                                     |
| <b>Correspondent Name:</b>       | Keith D. Parr  |                       |                                     |
| <b>Address Line 1:</b>           | 111 S. Wacker Dr.  |                       |                                     |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60606-4410   |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | AGRIHOUSE  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Ingrid J. Scheckel   |                       |                                     |
| <b>Signature:</b>                | /Ingrid J. Scheckel/   |                       |                                     |
| <b>Date:</b>                     | 03/11/2009   |                       |                                     |

CH \$40.00 1889527

**Total Attachments: 4**

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## **INTANGIBLE PROPERTY ASSIGNMENT**

**THIS INTANGIBLE PROPERTY ASSIGNMENT** ("Agreement") is made and entered into as of the 11th day of July, 2006 ("Effective Date"), by and between Arkion Life Sciences LLC, a Delaware limited liability company, with an office located at 3521 Silverside Road, Wilmington, DE 19810 ("Arkion") and Agrihouse, Inc., a Colorado corporation with an office located at 307 Welch Ave. Berthoud, CO. 80513 ("Agrihouse").

**WHEREAS**, Agrihouse has agreed to purchase from Arkion certain assets pursuant to the terms of the Letter of Intent dated June 15<sup>th</sup>, 2006 ("LOI");

**WHEREAS**, Arkion owns all right, title, and interest in and to the currently inactive Federal EPA Registrations of Yea and Hygra, and the "Yea!" U.S. trademark, Registration #1889527 and all goodwill associated therewith, listed on Schedule 1 (collectively, the "Intangible Property");

**WHEREAS**, Arkion now wishes to assign all of their worldwide right, title, and interest in the Intangible Property to Agrihouse; and

**NOW THEREFORE**, be it known that, in exchange for payment of Fifty-Five Thousand Dollars (\$55,000) of which Twenty-Five Thousand Dollars (\$25,000) was paid upon execution of the LOI and an additional Thirty Thousand Dollars (\$30,000) was paid upon execution of this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Arkion and Agrihouse do hereby agree as set forth herein.

### **1. Assignment of Intangible Property.**

1.1. **Assignment.** Arkion hereby irrevocably assign, transfer, convey, grant and set over to Agrihouse, and its successors and assigns, and Agrihouse agrees to accept such assignment, transfer, conveyance, grant and set over of, Arkion' entire right, title, and interest in and to the Intangible Property (whether registered or unregistered), any and all intellectual property rights inherent in and appurtenant thereto, and all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof, the right to register the Intangible Property that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, and the right to receive all rights and benefits pertaining to the Intangible Property.

1.2. **Instruments of Assignment.** Arkion shall execute and deliver to Agrihouse any assignments, declarations and other instruments that Agrihouse may reasonably request to effectuate, perfect, confirm and/or record any assignments and/or transfers hereunder, and further agrees to assist Agrihouse in any action that Agrihouse may commence or may become involved in to collect, assert, enforce or defend any claim,

right, title or interest of any kind under or respecting any and all of the Intangible Property, including, without limitation, testifying in any such action.

1.3. EPA Registration. Agrihouse acknowledges that the current Federal EPA Registrations and Labels for Yea and Hygra are inactive. Arkion makes no warranty regarding the success in getting the labels of registration reactivated or reissued. Agrihouse shall be solely responsible for the work required to reactivate or reissue the labels and/or registrations.

1.4. Arkion' Representations and Warranties. Arkion hereby represent, warrant and covenant that, from and after the date of this Agreement:

(i) no consents of any other parties are necessary or appropriate under any agreements concerning any of the Intangible Property in order for the transfer and assignment of any of the Intangible Property under this Agreement to be legally effective; and

(ii) Agrihouse shall have good and marketable title to Arkion's interest in the Intangible Property.

Arkion makes no other representation, warranty or covenant regarding the Intangible Assets whether express or implied.

## 2. General Provisions.

2.1. Notices. All orders, notices, requests, demands and other communications between the parties in connection with this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service or by other messenger), with a confirmation of receipt, or upon actual receipt of registered or certified air mail, postage prepaid, return receipt requested, addressed as set forth above. Any change of address for notices to be sent by written notice delivered pursuant to the terms of this Section.

2.2. Successors. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

2.3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law rules.

2.4. Entire Agreement. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein, including without limitation the LOI. All Schedules shall be part of this Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the day and year first written above.

**ARKION LIFE SCIENCES LLC**

By: Ernest W. Porta

Name/Title: Ernest W. Porta/President

**AGRIHOUSE, INC.**

By: Richard J. Stowen, President

Name/Title: RICHARD J. STOWEN, PRES.

**Schedule 1**  
**List of Intangible Assets**

Federal EPA Registrations of Yea and Hygra, including all data, data matrixes, test results, and toxicity information contained in such Federal EPA filing.

“Yea!” U.S. trademark, Registration #1889527, including all goodwill arising from use of the mark.