

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
Nyakio Bath and Body, LLC		02/17/2009	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Nyakio Brands LLC		
Street Address:	445 N. Plymouth Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90004		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2856415	NYAKIO	
CORRESPONDENCE DATA			
Fax Number:	(866)809-0285		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	405-235-6500		
Email:	russell@palmerwantland.com		
Correspondent Name:	Russell Wantland		
Address Line 1:	111 Harrison Ave. Ste. 100		
Address Line 4:	Oklahoma City, OKLAHOMA 73104		
NAME OF SUBMITTER:	Russell A Wantland		
Signature:	/Russell A Wantland/		
Date:	05/05/2009		
Total Attachments: 2			

OP \$40.00 2856415

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**TRADEMARK
 REEL: 003981 FRAME: 0863**

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EXHIBIT "C"

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that pursuant to that certain Asset Purchase Agreement dated February 17th, 2009, (the "Agreement"), by and between Nyakio Bath and Body, LLC, an Oklahoma limited liability company (the "Seller"), and Nyakio Brands LLC, a California limited liability company (the "Buyer"), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby accepts, purchases and acquires from the Seller, all of the Seller's right, title and interest in and to the personal and intangible property of the Seller described in Exhibit "A" (the "Acquired Assets"), subject to and in accordance with the terms and conditions described in the Agreement.

TO HAVE AND TO HOLD the Acquired Assets sold, transferred, assigned, conveyed and delivered unto the Buyer, its successors and assigns, to itself and their own use and behalf forever.

For the consideration aforesaid, the Seller, for itself and its successors and assigns, has covenanted and by this Assignment and Bill of Sale does covenant with the Buyer, its successors and assigns, that it will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances for the better assuring, conveying and confirming unto the Buyer, its successors and assigns, all and singular, the entire right, title and interest in the Acquired Assets hereby sold, transferred, assigned and conveyed as the Buyer, its successors and assigns, shall reasonably require.

The Seller hereby warrants to the Buyer that the Sellers have good and indefeasible title to the Acquired Assets and hereby convey such title to the Buyer, free and clear of all liens, security interests and encumbrances and agrees and covenants to defend the title of the Acquired Assets against the claims of all persons whomsoever. The Seller has full and lawful power and authority to make, execute and deliver this Assignment and Bill of Sale.

This Assignment and Bill of Sale and the warranties, covenants and agreements contained herein shall inure to the benefit of the Buyer and its successors and assigns, and shall be binding upon the Seller and its successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this Assignment and Bill of Sale to be executed and delivered as of the 17th day of February, 2009.

"SELLER"

NYAKIO BATH AND BODY, LLC,
an Oklahoma limited liability company

By: 

Name: Mike Liddell

Title: Manager

EXHIBIT "A"

ACQUIRED ASSETS

1. Intellectual Property associated with the Federally registered trademark "NYAKIO" Reg. No. 2,856,415;
2. All inventory and packaging owned by Seller as of the Closing, wherever located and all rights of Seller to the warranties received from suppliers with respect to such inventory and packaging and related Claims;
3. All rights of Seller to any database, domain name, website, computer software programs or electronic or digital files used in conjunction with or related to the business of Seller;
4. Copies of the books, records and files of Seller pertaining to the Acquired Assets, including computerized records and other computerized storage media and software user manuals and documentation relating thereto;
5. To the extent assignable, all permits, authorizations and licenses issued to Seller by any government entity and all pending applications therefore; and
6. All furniture, fixtures, and business equipment owned by Seller as of the Closing, wherever located

For purposes of this Exhibit A:

"Intellectual Property" shall mean Seller's right and interest in and to; (i) copyrights for formulas and recipes for any and all products developed, under development, sold, or otherwise contemplated, (ii) registered trademarks and rights in any underlying trade or service marks, art work, and trade dress owned and possessed by Seller, (iii) upper level domain names, (iv) trade secret business information reduced to writing, (v) all rights to enforce any of the foregoing, and (vi) goodwill ancillary to any of the foregoing.