

TRADEMARK ASSIGNMENT

Electronic 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
George Kessel International		07/22/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	BBK Tobacco & Foods, LLP		
Doing Business As:	DBA HBI International		
Street Address:	3315 W. Buckeye Rd., Ste. B		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85009		
Entity Type:	Limited Liability Partnership: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2865281	ULTRASHIP	
CORRESPONDENCE DATA			
Fax Number:	(602)955-3330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(602) 955-6688		
Email:	marks@hbiinternational.com		
Correspondent Name:	BBK Tobacco & Foods, LLP		
Address Line 1:	3315 W. Buckeye Rd., Ste. B		
Address Line 4:	Phoenix, ARIZONA 85009		
NAME OF SUBMITTER:	Joshua D. Kesselman		
Signature:	/Joshua D. Kesselman/		
Date:	07/22/2009		
Total Attachments: 2			

OP \$40.00 2865281

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**TRADEMARK
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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of July 22, 2009 from George Kessel International ("ASSIGNOR"), to BBK Tobacco & Foods, LLP ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademark ULTRASHIP, US Reg. No. 2,865,281 ("the Mark"), together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used ("the Products").

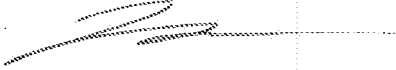
WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark and the Products.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

GEORGE KESSEL INTERNATIONAL



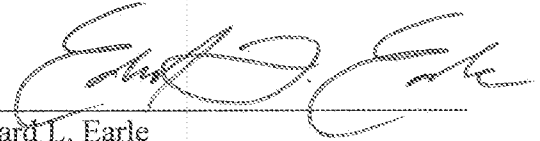
By: Joshua D. Kesselman, President

ACKNOWLEDGEMENT

State of Arizona)
)
County of Maricopa)

On July 22, 2009 before me, EDWARD L. EARLE, Notary Public, personally appeared JOSHUA D. KESSELMAN, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Edward L. Earle
Notary Public

[SEAL]

