

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
Nutritional Equities, L.P.		03/31/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Sozo Global, LLC		
Street Address:	8312 Sterling		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3448834	SOZO	
CORRESPONDENCE DATA			
Fax Number:	(972)733-3119		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mhoon@jonesdavis-law.com		
Correspondent Name:	Melissa Hoon		
Address Line 1:	15851 Dallas Parkway, Suite 1220		
Address Line 4:	Addison, TEXAS 75001		
ATTORNEY DOCKET NUMBER:	INTEGRIS/SOZO		
NAME OF SUBMITTER:	Melissa A. Hoon		
Signature:	/melissa hoon/		
Date:	07/24/2009		

OP \$40.00 3448834

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
[Nutritional Equities, L.P. To Sozo Global, LLC]

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (Assignment) is made and effective as of March 31st, 2009 (the "Effective Date"), by and between **Nutritional Equities, L.P.**, a Texas limited partnership (hereinafter referred to as "Assignor") and **Sozo Global, LLC**, a Nevada limited liability company (hereinafter referred to as "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain intellectual property rights, regarding the Sozo trademark and a CoffeeBerry based product formulation as set out on Exhibit AA attached hereto and incorporated herein (collectively, the Property); and

WHEREAS, Assignor has agreed to assign the Property to Assignee in exchange for the consideration set out below.

NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, including the Additional Consideration described below, Assignor and Assignee do hereby agree as follows:

A G R E E M E N T:

1. **ASSIGNMENT.** Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Property including all registrations relating to such Property, if any, together with the goodwill appurtenant to the Property and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present or future infringement of the Property.

2. **EXCLUSION.** Assignor and Assignee hereby agree and acknowledge that this Assignment does not include any rights that Assignor may have in the formulation of the existing product marketed by Integris Global, L.P., a Texas limited partnership ("Integris") under the name "Sozo"®, relating to joint and arthritis pain (the "Ancillary Product"). Further, Assignor, Integris, their respective affiliates, licensees and other third parties acting in concert with such parties (collectively, the "Ancillary Product Parties"), shall have the right to continue utilizing the "Sozo"® mark as part of the product name for the Ancillary Product until all of the Ancillary Product Parties' inventories of the Ancillary Product are completely depleted.

3. **USE OF "SOZO" ® MARK.** Assignee agrees that it will, to the extent commercially reasonable to do so in the judgment of the Assignee, prominently display the "Sozo" ® mark on the front of the product label of any product line developed by Assignee.

4. **USPTO RECORDS.** Assignor, to the extent applicable, hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office ("USPTO") and other

corresponding officials of other jurisdictions, as appropriate, to record this instrument or a Memorandum thereof to reflect Assignee as the owner of the Property. Assignee shall bear any costs associated with the filing of any documentation reflecting the substance of this Assignment with the USPTO.

5. **WARRANTY.** Assignor represents and warrants to Assignee that Assignor: (i) is as of the date of Assignment the sole owner of all right, title and interest in and to the Property; (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Property or agreed to do so; (iii) has full power and authority to enter into this Assignment and to make this Assignment as provided in Section 1 and (iv) is not aware of any violations, infringement or misappropriation of any third party's rights (or any claim thereof) by the Property.

6. **INDEMNITY.**

(a) **Obligations of Assignee.** From and after the date hereof, Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all actions, claims, suits, liabilities, damages, costs, losses, expenses and demands whatsoever, including reasonable attorney's fees and court costs, which Assignor may suffer or incur because of Assignee's use or commercial exploitation of the Property.

(b) **Obligations of Assignor.** In the event Assignor breaches any of its representations or warranties contained in Section 4 above, then Assignor shall indemnify and hold harmless Assignee from and against any and all costs, expenses, judgments, liabilities, damages and losses of any type (including reasonable attorneys fees and costs) that Assignee may suffer as a result of any claim, demands, costs or judgments resulting from, arising out of, relating to, in the nature of, or caused by the breach (or of the alleged breach) by Assignor of such representations or warranties.

7. **Moral Rights.** To the extent applicable and as may be allowed by law, this Assignment includes all rights of integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "Moral Rights"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee; Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

8. **ADDITIONAL CONSIDERATION.** This Assignment is entered into for the purposes and consideration expressed herein (including the Recitals set out above), the sufficiency and adequacy of which are acknowledged by the parties. As further consideration for this Assignment, Assignee agrees to bear all cost and expense for the protection and policing of the Property as well as for maintaining all filings with the USPTO.

9. **ENTIRE AGREEMENT.** This Assignment contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Assignment, which are not fully expressed herein.

10. **FURTHER ACTS.** Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Assignment.

11. **MODIFICATION.** Any modification of this Assignment shall be in writing, and agreed to by all parties.

12. **AUTHORITY; ASSIGNMENT.** Each party hereto represents and warrants that it has full authority to execute this Assignment and bind to this Assignment its respective partners, trustees, beneficiaries, remaindermen, directors, officers, employees, agents, advisors, attorneys, successors, assigns and personal representatives. Assignee shall not have the right to assign its rights under this Assignment, without the prior written consent of Assignor, which consent may be withheld, conditioned or delayed in Assignor's discretion.

13. **SEVERABILITY.** If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

14. **GOVERNING LAW AND VENUE.** This Assignment shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Assignment shall be specifically performable in Dallas County, Texas.

15. **BREACH.** Should any party breach any part of this Assignment, and litigation ensue, the parties agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs in prosecuting or defending its claims.

16. **NOTICES.** Any notice or other communication required or permitted to be given hereto shall be in writing, and shall be deemed to have been given and received if placed in the United States mail, certified, postage prepaid, return receipt requested, addressed as follows:

(a) Assignor: Nutritional Equities, L.P.
8312 Sterling
Irving, Texas 75063

(b) Assignee: Sozo Global, LLC
8312 Sterling
Irving, Texas 75063

17. **BENEFIT.** Except as otherwise provided herein, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, legal representatives, heirs and legatees.

18. **PARAGRAPH HEADINGS.** All paragraph headings set forth in this Assignment are for purposes of identification and are intended for convenience only, and shall not control or affect the meaning, construction or effect of this Assignment or any provision hereof.

19. **COUNTERPART EXECUTION.** This Assignment may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument. A telecopied facsimile of a duly executed counterpart of this Assignment shall be sufficient to evidence the binding agreement of each party to the terms herein.

20. **RECITALS.** The recitals and definitions set forth in the "Whereas" recitals above are incorporated herein word for word and made a part of this Assignment for all purposes.

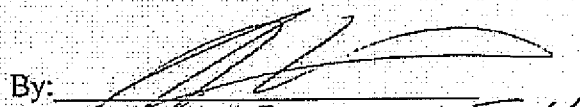
[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

NUTRITIONAL EQUITIES, L.P.,
a Texas limited partnership

By: Nutritional Equity Holdings, LLC,
a Texas limited liability company
Its: General Partner

By: 
Printed Name: J. L. Casey
Title: General Partner

ASSIGNEE:

SOZO GLOBAL, LLC,
a Nevada limited liability company

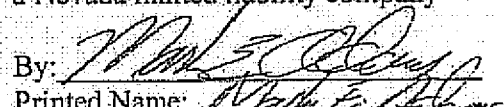
By: 
Printed Name: Mark E. Williams
Title: President

EXHIBIT "A"

1. All rights to the trademark:

Mark	Serial No.	Reg. No.
SoZo®	77304265	3448834

2. All common law rights to the trade name: "Sozo Global".
3. All trade secrets related to the Sozo® trademark.
4. All goodwill related to the Sozo® trademark.
5. All rights and trade secrets of Assignor to the formulation of what is commonly known as the "Sozo - CoffeeBerry" functional beverage product (the "Sozo-CoffeeBerry Formulation").