

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE HIMALAYA DRUG COMPANY		09/22/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	HIMALAYA GLOBAL HOLDINGS LTD.
<b>Street Address:</b>	P.O. Box 1162, Elizabethan Square, Block B
<b>City:</b>	Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Postal Code:</b>	KY1-1102
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Serial Number:	77254155	CRUSH & BRUSH
Serial Number:	77259932	I.E., BALM, INHALE-EXHALE
Serial Number:	77278171	U-KNEAD-IT
Serial Number:	77475905	KIDNEYCARE
Serial Number:	77548482	HAPPY BABY GASTRIC SUPPORT FORMULA
Serial Number:	77614121	MAKING MOTHER NATURE'S GRANDMOTHER PROUD!
Serial Number:	77261002	IMMUNOQUICK
Serial Number:	77630536	VIGORCARE FOR WOMEN
Serial Number:	77630567	VIGORCARE FOR MEN
Serial Number:	77633372	HIMALAYA
Serial Number:	78833310	REPROCARE
Serial Number:	78860300	GERM WARFARE
Registration Number:	2119477	MINDCARE
Registration Number:	2126435	JOINTCARE

OP \$1040.00 77254155

Registration Number:	2129622	LIVERCARE
Registration Number:	2143692	HEARTCARE
Registration Number:	2401156	IMMUNOCARE
Registration Number:	2123296	GASTRICARE
Registration Number:	2123297	STRESSCARE
Registration Number:	2123298	VIGORCARE
Registration Number:	2123301	URICARE
Registration Number:	2123303	LAXACARE
Registration Number:	2189840	MENSTRICARE
Registration Number:	2189841	MENOCARE
Registration Number:	2192686	RESPICARE
Registration Number:	2225780	LEANCARE
Registration Number:	2300269	COUGHCARE
Registration Number:	2336973	GLUCOCARE
Registration Number:	2353948	VEINCARE
Registration Number:	2363086	HEMOCARE
Registration Number:	2373663	RADICARE
Registration Number:	2701911	H
Registration Number:	2701912	HIMALAYA HERBAL HEALTHCARE
Registration Number:	2715143	HIMALAYA USA HERBAL HEALTHCARE SINCE 1930
Registration Number:	2721587	DIARCARE
Registration Number:	2814949	HEART CARE
Registration Number:	2842897	LIVER CARE
Registration Number:	2996899	JOINTCARE
Registration Number:	3012419	PROSTACARE
Registration Number:	3094848	DERMA CARE
Registration Number:	3562468	TOTALCLEAR

**CORRESPONDENCE DATA**

Fax Number: (713)223-4873  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-224-8080  
Email: mail@egbertlawoffices.com  
Correspondent Name: John S. Egbert  
Address Line 1: 412 Main St., 7th Floor  
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	1573-0
DOMESTIC REPRESENTATIVE	
Name:	John S. Egbert
Address Line 1:	412 Main St., 7th Floor
Address Line 4:	Houston, TEXAS 77002
NAME OF SUBMITTER:	John S. Egbert
Signature:	/1573-0/
Date:	10/21/2009
<p><b>Total Attachments: 9</b></p> <p>source=Assignment of Marks.Canada.US#page1.tif  source=Assignment of Marks.Canada.US#page2.tif  source=Assignment of Marks.Canada.US#page3.tif  source=Assignment of Marks.Canada.US#page4.tif  source=Assignment of Marks.Canada.US#page5.tif  source=Assignment of Marks.Canada.US#page6.tif  source=Assignment of Marks.Canada.US#page7.tif  source=Assignment of Marks.Canada.US#page8.tif  source=Assignment of Marks.Canada.US#page9.tif</p>	

**ASSIGNMENT OF TRADE MARK APPLICATIONS & REGISTRATIONS**

THIS DEED OF ASSIGNMENT OF TRADE MARK APPLICATIONS & REGISTRATIONS  
made and executed by and between

THE HIMALAYA DRUG COMPANY , a Delaware corporation, of 10440 Westoffice  
Dr., Houston, Texas 77042, United States of America, hereinafter referred to as  
the "FIRST PARTY" (which expression shall, unless repugnant to the context or  
meaning thereof, be deemed to include its heirs, successors and assigns) of the  
ONE PART.

AND

HIMALAYA GLOBAL HOLDINGS LTD. , a Cayman Islands corporation, of P.O. Box  
1162, Elizabethan Square, Block B, Grand Cayman KY1-1102, Cayman Islands,  
hereinafter referred to as the "SECOND PARTY" (which expression shall, unless  
repugnant to the context or meaning thereof, be deemed to include its heirs,  
successors and assigns) of the OTHER PART.

A handwritten signature in black ink, appearing to read 'He TM', is located in the lower right quadrant of the page.

WHEREAS, the SECOND PARTY is the sole and absolute owner of the Trade Marks of Himalaya products across the globe and the SECOND PARTY is the 100% shareholder of the FIRST PARTY .

WHEREAS, the FIRST PARTY is the distributor for Himalaya products in the territory of the Americas. And, even though the Trade Marks are owned by the SECOND PARTY, only for the purpose of facilitating the timely registration and subsequent distribution of the said Himalaya products, the SECOND PARTY had permitted the FIRST PARTY to apply for registration of these Trade Marks in their name, referenced in Schedule A and Schedule B attached hereto, with the Canadian Intellectual Property Office and the United States Patent and Trademark Office;

WHEREAS, the FIRST PARTY has been distributing these products under these Trade Marks and kept the Trade Marks valid and subsisting till date;

WHEREAS, the SECOND PARTY is now desirous of directly holding in the SECOND PARTY's name the said Trade Marks and the associated applications and registrations thereof;

AND WHEREAS the FIRST PARTY and the SECOND PARTY now wish to enter into this agreement through which the FIRST PARTY hereby assigns all of the registrations and the associated applications with regard to the said Trade Marks to the SECOND PARTY, who is the absolute owner of all the said Trade Marks

NOW, THEREFORE, the FIRST PARTY hereby assigns to the SECOND PARTY with effect from 20<sup>th</sup> May 2009, all of the registrations and the associated applications with regard to the said Trade Marks, owned by the SECOND PARTY, along with all rights, title and interest of whatsoever nature in the said Trade Marks and the associated applications and registrations for a sum of \$216,900.59 (USD Two Hundred Sixteen Thousand Nine Hundred and Fifty Nine cents only). This amount is the total of legal fees and all other charges associated with registration and renewal of the Trade Marks incurred by the FIRST PARTY from 1996 to present.

As mutually agreed, the SECOND PARTY has on May 19, 2009, wire transferred this amount of \$216,900.59 (USD Two Hundred Sixteen Thousand Nine Hundred and Fifty Nine cents only) to the bank account of the FIRST PARTY and the FIRST PARTY duly acknowledges receipt of the agreed amount in full and confirms that there is no further amount due from the SECOND PARTY whatsoever for this assignment of the said Trade Marks applications and registrations.

In consideration of the SECOND PARTY having reimbursed all the costs incurred by the FIRST PARTY, the FIRST PARTY hereby transfers all of the registrations and the associated applications with regard to the said Trade Marks and the FIRST PARTY hereby confirms that the FIRST PARTY or anybody else, who is / has been associated with the business of the FIRST PARTY, shall not have any rights of whatsoever nature.

The SECOND PARTY shall have the absolute right to make such applications as may be necessary or desirable to the registration authorities for recordal of this assignment in the appropriate manner at the cost of the SECOND PARTY.

On Execution of this Agreement, the SECOND PARTY shall have absolute right to renew the said Trade Marks in its name and also to deal with the Trade Marks in any manner they deem fit, absolutely and forever.

The FIRST PARTY undertakes to do all such acts, sign, execute and deliver any and all additional instruments, documents, consents, approvals and waivers, as may be required or reasonable, requested by the SECOND PARTY to implement, perform and give full effect to this Agreement including signing of any applications, declarations, statements or affidavits etc.

The FIRST PARTY further confirms that the FIRST PARTY has not entered into any similar agreement/agreements or arrangement/arrangements with any third party in respect of the said Trade Marks.



THE HIMALAYA DRUG COMPANY  
(FIRST PARTY)

Name: NABEEL MANAL

Title: PRESIDENT + CEO

Date: SEPT. 22, 2009



HIMALAYA GLOBAL HOLDINGS LTD.,  
(SECOND PARTY)

Name: MERAJ MANAL

Title: DIRECTOR

Date: SEPT. 03, 2009



**SCHEDULE A**  
**CANADIAN INTELLECTUAL PROPERTY OFFICE**  
**APPLICATION NO. MARK**

1421184	DERMA CARE
1421185	HIMALAYA HERBALHEALTH CARE & DESIGN
1421186	VEINCARE
1421187	URICARE
1421188	STRESSCARE
1421341	VIGORCARE FOR WOMEN
1421342	VIGORCARE FOR MEN
1421343	RESPICARE
1421344	PROSTACARE
1421859	MINDCARE
1421861	MENSTRICARE
1421863	MENOCARE
1421866	LEANCARE
1421867	GLUCOCARE
1421868	LAXACARE
1421869	GASTRI CARE
1421870	HEMOCARE
1421871	DIARCARE
1421872	LIVERCARE
1421873	COUGHCARE
1421874	HEARTCARE
1421875	KIDNEYCARE
1421885	IE., BALM, IN-HALE-EXHALE
1422233	OSTEOCARE
1422235	U-KNEAD-IT

SCHEDULE A  
(Continued)

CANADIAN INTELLECTUAL PROPERTY OFFICE

APPLICATION NO. MARK

1422236 EVECARE  
1422241 TOTALCARE  
1422242 REPROCARE  
1422243 HIMALAYA

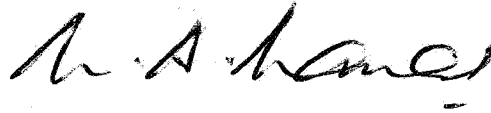


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(FIRST PARTY)

Name: NABEEL MANAL

Title: PRESIDENT + CEO

Date: SEPT. 22, 2009



HIMALAYA GLOBAL HOLDINGS LTD.,  
(SECOND PARTY)

Name: MERAJ MANAL

Title: DIRECTOR

Date: SEPT 03, 2009

SCHEDULE B

UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO. MARK

77254155 CRUSH & BRUSH  
77259932 I.E., BALM, INHALE-EXHALE  
77278171 U-KNEAD-IT  
77475905 KIDNEYCARE  
77548482 HAPPY BABY GASTRIC SUPPORT FORMULA  
77614121 MAKING MOTHER NATURE'S GRANDMOTHER PROUD!  
77261002 IMMUNOQUICK  
77630536 VIGORCARE FOR WOMEN  
77630567 VIGORCARE FOR MEN  
77633372 HIMALAYA  
78833310 REPROCARE  
78860300 GERM WARFARE

REGISTRATION NO. MARK

2119477 MINDCARE  
2126435 JOINTCARE  
2129622 LIVERCARE  
2143692 HEARTCARE  
2401156 IMMUNOCARE  
2123296 GASTRICARE  
2123297 STRESSCARE  
2123298 VIGORCARE  
2123301 URICARE  
2123303 LAXACARE  
2189840 MENSTRICARE  
2189841 MENO CARE

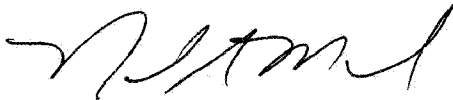


SCHEDULE B  
(Continued)

UNITED STATES PATENT AND TRADEMARK OFFICE

REGISTRATION NO. MARK

2192686	RESPICARE
2225780	LEANCARE
2300269	COUGH CARE
2336973	GLUCOCARE
2353948	VEINCARE
2363086	HEMOCARE
2373663	RADICARE
2701911	H
2701912	HIMALAYA HERBAL HEALTHCARE
2715143	HIMALAYA USA HERBAL HEALTHCARE SINCE 1930
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TRADEMARK

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