

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
Universal Entech LLC		03/30/2010	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Western Organics, Inc.		
Street Address:	420 East Southern Avenue		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1635644	PLAYSAFE	
CORRESPONDENCE DATA			
Fax Number:	(619)764-6701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6196992651		
Email:	sdtrademark@dlapiper.com		
Correspondent Name:	K. Danica Ray		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101-4297		
ATTORNEY DOCKET NUMBER:	WESTERN ORGANICS ASG		
NAME OF SUBMITTER:	K. Danica Ray		
Signature:	/kdray/		
Date:	04/06/2010		

OP \$40.00 1635644

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made the 30 day of March, 2010, by and between UNIVERSAL ENTECH, LLC, an Arizona limited liability company with a principal place of business located at 3330 West Broadway Road, Phoenix, Arizona 85041 ("Assignor"), and WESTERN ORGANICS, INC., a Arizona corporation with a principal place of business located at 420 East Southern Avenue, Tempe, Arizona 85282 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade names listed on Schedule A attached hereto (collectively, the "Marks"), which Marks have been registered in the United States or the State of Arizona and, as applicable, under the Registration Numbers set forth in Schedule A (the "Registrations"), together with the goodwill connected with and symbolized by those Marks;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks and their associated goodwill.

WHEREAS, this Assignment is being executed and delivered pursuant to that certain Product Sales Agreement, dated as of the date hereof, between Assignor and Assignee, pursuant to which Assignee has agreed to pay Assignor a portion of the revenues that Assignee derives from products using the Marks;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee, effective as of the date hereof, all of its right, title, and interest in and to the Marks and Registrations in the United States and all jurisdictions outside the United States, together with the goodwill connected with and symbolized by the Marks (including, without limitation, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. This Assignment includes any and all marks Assignor may have used in the past, may currently be using, or may use in the future which are equivalent in meaning, including without limitation, any foreign equivalents thereof.

Assignor does hereby authorize the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions within or outside the United States to record the transfer of these Marks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor further agrees, for itself and for its successors and assigns, to execute such further documents and to perform such further lawful acts as may be requested by Assignee to effectuate this assignment or to confirm Assignee's ownership of the Marks.

Witness my hand and seal this 30th day of March, 2010.

UNIVERSAL ENTECH, LLC

By: [Signature]
Name: Mark H. Masgrave
Title: Manager

STATE OF ARIZONA

County of Maricopa)

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Mark Masgrave, proved to me through satisfactory evidence of identification, which was known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



[Signature]

Notary Public

My commission expires: May 31, 2011

Schedule A

Marks assigned from Universal Entech, LLC to Western Organics, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Playsafe	United States	73/662299	05/21/87	1474392	01/26/88
Playsafe	United States	73/838725	11/09/89	1635644	02/19/91

<u>Trade Name</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration Expiration</u>
Sanitex	Arizona	08/30/05	08/30/10