# OP \$40,00 28452

### 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
IIWorld Health Energy Holdings Inc. I	FORMERLY Advanced Plant Pharmaceuticals, Inc.	12/16/2009	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Leonard Bielory
Street Address:	400 Mountain Avenue
City:	Springfield
State/Country:	NEW JERSEY
Postal Code:	07081
Entity Type:	INDIVIDUAL: UNITED STATES

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2845259	SINUSOL

### **CORRESPONDENCE DATA**

Fax Number: (212)245-3009

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-541-6222

Email: jviguie@kanekessler.com
Correspondent Name: Jeannine Anguiano

Address Line 1: 1350 Avenue of the Americas

Address Line 2: 26th Floor

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	4071-1
NAME OF SUBMITTER:	Jeannine Anguiano
Signature:	/jeannine anguiano/

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Date:	05/21/2010
Total Attachments: 2 source=sinusol assignment#page1.tif source=sinusol assignment#page2.tif	

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# ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into as of the 16 day of December 2009, between World Health Energy Holdings, Inc. (f/k/a Advanced Plant Pharmaceuticals, Inc. (the "Assignor") and Leonard Bictroy (the "Assignee").

## WITNESSETH:

WHEREAS, Assignor has developed an allergy medication and herbal supplement identified as "Sinusol";

WHEREAS, Assignor desires to transfer all rights title and interest which the Assignor owns in the Sinusol product to Assignee

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- As of the Transfer Date which shall be the date this Assignment is executed by both Parties. Assignor hereby assigns without recourse, representation or warranty to Assignee all rights, title, and interest in and to the trademark "Sinusol" and specifically the trademark "Sinusol" as filed with the United States Patent and 'Trademark Office, Serial Number 76074547, Registration Number 2845259, together with any formulations, marketing material, promotional literature, patents, and intellectual property rights associated therewith (the "Property"). Assignor makes no representation or warranty regarding the Property except that Assignor warrants and represents Assignor has not assigned the rights to the Property to any other person and has no knowledge of any claim to the Property having been asserted in the past, or being asserted now, to the Property. Assignee accepts whatever rights the Assignor may have in and to the Property
- 2. As of the Transfer Date, Assignee hereby accepts the foregoing assignment and assumes all of Assignor's right to the Property. Assignee agrees to indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any and all obligations, liabilities, claims, liens or encumbrances, demands, losses, damages, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees), whether direct, contingent or consequential (collectively, "Losses and Liabilities"), arising out of or in any way related to the Property on or after the Transfer Date, except for Losses and Liabilities accruing on or after the Transfer Date, but arising from any event or transaction that occurred prior to the Transfer Date, which are the sole responsibility of the Assignor and further except for any breach of Assignor's warranty and representation set forth in paragraph 1.
- Assignor agrees to indemnify, defend and hold harmless Assignee. its successors and assigns and their respective agents, employees, directors and officers from and against any and all obligations. liabilities, claims, liens or encumbrances, demands, losses, damages, causes of action, all obligations, costs and expenses (including, without limitation, reasonable attorneys' fees), whether direct, contingent or consequential (collectively, "Losses and Liabilities"), arising out of or in any way related to the Property on or before the Transfer Date, except for Losses and Liabilities accruing on or before the Transfer Date, but arising from any event or transaction that occurred after the Transfer Date.

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- 4. Any reference herein to Assignor or Assignee shall include their respective successors, heirs, personal representatives, nominees or assigns.
- 5. This Assignment shall be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
- 6. Any litigation or matters arising under this Agreement shall be determined in accordance with the laws of the State of Delaware and venue shall be the Federal or State Courts of New Jersey. In the event of any litigation, each Party will bear their own legal costs.
- 7. This document may be executed in one or more counterparts which together shall constitute one original instrument legally binding, enforceable and recordable in accordance with the terms herein.

IN WITNESS WHI.REOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

World Health Energy Holdings, Inc.

BY: David Lieberman, president

Date: Decomber 16 2002

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**RECORDED: 05/21/2010**