

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Honey House, LLC		05/19/2010	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Ms. Ruth Ann Willis
Street Address:	7704 48th Street East
City:	Fife
State/Country:	WASHINGTON
Postal Code:	98424
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3487563	BABY BELLY BAR
Serial Number:	77007720	BEE BAR LOTION
Serial Number:	77006054	
Serial Number:	77006052	HONEY HOUSE NATURAL LIVING PRODUCTS, HHNLP, HHNLP
Registration Number:	3016062	BELLY BAR
Registration Number:	2776917	BEE BAR
Registration Number:	2846477	HONEY HOUSE
Registration Number:	2801623	LIP BUTTER
Serial Number:	77977216	HONEY HOUSE NATURALS
Registration Number:	3430619	

CORRESPONDENCE DATA

900162819

**TRADEMARK
 REEL: 004211 FRAME: 0093**

OP \$265.00 3487563

Fax Number: (253)383-6377
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (253) 383-3791
Email: nluna@vjglaw.com
Correspondent Name: Neal Luna
Address Line 1: 1201 Pacific Ave.
Address Line 2: Suite 1900
Address Line 4: Tacoma, WASHINGTON 98402

NAME OF SUBMITTER:	Neal Luna
Signature:	/Neal Luna/
Date:	05/21/2010

Total Attachments: 3
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is effective as of April 1, 2009, between HONEY HOUSE, LLC, a Washington limited liability company (the "Company") and RUTH ANN WILLIS, an individual (the "Member").

Background

The Company owns the trademarks listed on Schedule 1 ("Marks") and granted. The Company does not have any other assets or conduct any other business. The Member has determined that the Company does not have any liabilities. As such, the Member desires to dissolve the Company, wind up their affairs, and distribute the Company Marks in accordance with Ch. 25.15 RCW and the Limited Liability Company Agreement of the Company, including distribution of the Marks in-kind to the Member in one liquidating distribution in accordance with Section 5.3 of the Limited Liability Company Agreement.

Now, Therefore, the undersigned hereby agrees with you as follows:

Agreement

1. Assignment. As a liquidating distribution of the Company assets, consisting of the Marks, Company hereby distributes, bargains and sells, grants, conveys, assigns, transfers, sets over, confirms and delivers to Member its entire right, title and interest in and to the Marks, together with the goodwill associated with the Marks and embodied in or symbolized by the Marks, together with all claims for damages by reason of past infringement of Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assumption. Effective as of the effective date hereof, Company transfers and assigns to Member, and the Member on hereby assumes and accepts responsibility for the full and timely performance and satisfaction and agrees to pay, perform and discharge, as they become due, without any charge or cost to Company, any and all debts, liabilities, and obligations related to the Marks.

3. Termination of License Agreement; Release. No party has assigned that certain Trademark License Agreement dated April 1, 2008 between Company and Honey House Naturals, Inc. Upon contribution or transfer of the Mark to Honey House Naturals, Inc., the Company agrees to terminate the License Agreement effective April 1, 2009 (the "Termination Date").

4. General Provisions. If any provision of this Agreement is held to be unenforceable for any reason by any court or tribunal, such holding shall not affect the enforceability of the remainder of the Agreement. The laws of the State of Washington shall govern the performance, enforcement and interpretation of this Agreement, excluding the laws of Washington relating to conflicts of laws of different jurisdiction. This Agreement shall be

binding upon and shall inure to the benefit of the parties and their respective successors, executors, administrators and assigns. This Agreement contains the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreement (whether oral or written) between them concerning its subject matter. This Agreement may only be amended by a written agreement, executed by all parties. This Agreement shall not be interpreted against any party on grounds that the party was responsible for drafting any portion of it.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed.

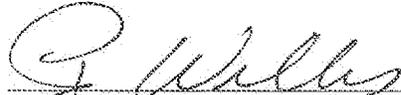
~~SHAREHOLDER:~~ *member*

COMPANY



Ruth Ann Willis

HONEY HOUSE, LLC



By: Ruth Ann Willis, Member

**SCHEDULE I
TO
TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT**

BABY BELLY BAR [®] (Registration No. 3487563)
BEE BAR LOTION word/design (Serial No. 77007720) (Abandoned August 24, 2007)
Bee within honeycomb design mark (Serial No. 77006054) (Abandoned August 15, 2007)
HONEY HOUSE NATURAL LIVING PRODUCTS, HHNLP, hhnlp (Serial No. 77006052) (Abandoned August 15, 2007)
BELLY BAR [®] (Registration No. 3016062)
BEE BAR [®] (Registration No. 2776917)
HONEY HOUSE [®] (Registration No. 2846477)
LIP BUTTER [®] (Registration No. 2801623)
HONEY HOUSE NATURALS [™] (Serial No. 77977216)
Bee within the hexagon design mark [®] (Registration No. 3430619)