

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
Ms. Ruth Ann Willis		05/19/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Honey House Naturals, Inc.
Street Address:	7704 48th Street East
City:	Fife
State/Country:	WASHINGTON
Postal Code:	98424
Entity Type:	CORPORATION: WASHINGTON

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

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 NATURALS, INC., a Washington corporation (the "Corporation") and RUTH ANN WILLIS, an individual (the "Shareholder").

Background

Whereas, Honey House, LLC ("LLC") owned the trademarks listed on Schedule 1 ("Marks") and granted the Corporation the right to use the Marks pursuant to that certain Trademark License Agreement dated April 1, 2008 ("License Agreement"). The LLC distributed to its sole Member, Ruth Ann Willis, the Marks in connection with liquidation and dissolution of the LLC. Ruth Ann Willis desires to contribute those Marks to the Corporation in exchange for termination of License Agreement, and the Corporation desires to terminate the License Agreement and accept assignment of the Marks.

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

Agreement

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Shareholder hereby bargains and sells, grants, conveys, assigns, transfers, sets over, confirms and delivers to Corporation her 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, Shareholder transfers and assigns to Corporation, and the Corporation 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 Shareholder, any and all debts, liabilities, and obligations related to the Marks.

3. Termination of License Agreement; Release. No party has assigned the License Agreement. Corporation, Shareholder, and LLC each hereby agree to terminate the License Agreement effective April 1, 2009 (the "Termination Date"). The parties and their respective assigns expressly agree to waive and release all claims of any kind against the other related to the License Agreement.

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:

CORPORATION:



Ruth Ann Willis

HONEY HOUSE NATURALS, INC.



By: Ruth Ann Willis, President

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HONEY HOUSE, LLC



By Ruth Ann Willis, Member

**SCHEDULE 1
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)