

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													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Carrie Dobbs</td> <td></td> <td>02/22/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>B2C, Inc.</td> <td></td> <td>02/22/2010</td> <td>CORPORATION: GEORGIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Carrie Dobbs		02/22/2010	INDIVIDUAL: UNITED STATES	B2C, Inc.		02/22/2010	CORPORATION: GEORGIA
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (310)203-0567 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 310-203-8080 Email: trademarkdocket@jmbm.com Correspondent Name: Rod S. Berman Address Line 1: Jeffer Mangels Butler & Marmaro LLP Address Line 2: 1900 Avenue of the Stars, 7th Floor Address Line 4: Los Angeles, CALIFORNIA 90067</p>													
ATTORNEY DOCKET NUMBER:	69458-9001												
NAME OF SUBMITTER:	Rod S. Berman												

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**TRADEMARK
 REEL: 004216 FRAME: 0539**

Signature:	/rod s. berman/
Date:	06/02/2010
Total Attachments: 7 source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page1.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page2.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page3.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page4.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page5.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page6.tif source=IP Assignment - Jocott Brands, Inc. and Carrie Dobbs and B2C, Inc#page7.tif	

IP ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into on February 22, 2010 (the "Effective Date") by and between:

- (1) JOCOTT BRANDS, INC.,
a California corporation having its principal address at 16217 Kittridge Street, Van Nuys, California 91406 ("Assignee"), on the one hand; and on the other hand,
- (2) CARRIE DOBBS,
an individual having her principal address at 203 S. Goose Hill Road, Rocky Face, Georgia 30740; and
- (3) B2C, Inc., a Georgia corporation having its principal place of business at 203 S. Goose Hill Road, Rocky Face, Georgia 30740.

Carrie Dobbs and B2C, Inc. shall be individually and collectively referred to as Assignor. Assignor and Assignee shall be individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. Assignor owns the trademark PEABODY & PAISLEY and related trade dress which Assignor has used in commerce in connection with home and automotive air freshener and fragrance products since at least as early as April 30, 2007 and continuously since then (the "Peabody & Paisley Products").

B. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to accept, all right, title, and interest in and to the trademark PEABODY & PAISLEY and related trade dress, in connection with any and all goods and services, all upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, with the foregoing definitions and recitals being incorporated herein, the Parties agree as follows:

1. INTELLECTUAL PROPERTY

Intellectual property (hereafter "IP") shall be defined as all intellectual property owned, possessed, licensed and/or used and/or intended to be used by Assignor, related to the Peabody & Paisley Products, and recognized under common law, state law, federal law, or foreign law, including but not limited to all "Marks" (hereinafter defined), all "Copyrights"

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(hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

I. "Marks" is defined to include all words, names, logos, symbols, trade names, corporate names, source indicating indicia, trade dress, trademarks, service marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to U.S. Application Serial No. 77/926053 and U.S. Application Serial No. 77/160,379 for the trademark Peabody & Paisley in International Class 3 (individually and collectively, the "Application").

II. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, including but not limited to the copyrights in Assignor's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material, and products (whether developed or in development), moral rights, and artist rights.

III. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how.

IV. Related Rights is defined to include:

A. All goodwill of the business symbolized by the Marks:

B. All rights and causes of action to enforce the rights associated with each item of IP in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of IP in all relevant jurisdictions.

C. All agreements transferring or licensing intellectual property to and/or from Assignor.

D. All tangible property embodying or bearing any item of IP, including but not limited to the original artwork and electronic files for the Peabody & Paisley Product labels, printing plates for POS displays and stackout boxes (the "Tangible Property").

E. All files of Assignor related to the marketing and sales of the Peabody & Paisley Products, and related IP.

2. ASSIGNMENT OF IP

Assignor hereby assigns, transfers, delivers, grants, sells, and conveys to Assignee all rights, title, and interest in the IP, and shall defend Assignee against every person claiming an interest in the IP by or through Assignor. As consideration for the assignment of the IP to Assignee, Assignor shall be paid the total sum of Seventy-Five Thousand Dollars (\$75,000.00) (the "Payment") within five (5) business days of Assignee's receipt of an execution copy of this Agreement.



3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that:

- a. Assignor is the sole owner of all rights, title, and interest in the IP;
- b. there are no liens, encumbrances, or any other third party interests or claims to the IP;
- c. there are no licenses, agreements or other consents to the right to use the IP given by Assignor;
- d. Assignor has received no demand, claim, notice or inquiry from any person in respect of the IP which challenges, threatens to challenge, or inquires as to whether there is any basis to challenge the validity of, the rights of the Assignor in, or the right of the Assignor to use, any such IP, and Assignor knows of no basis for any colorable assertion thereof;
- e. to the best of Assignor's knowledge, the possession, use, or exploitation of the IP has not and will not violate the rights of any other person;
- f. to the best of its knowledge, no person has or is infringing, misappropriating, or making unauthorized use of the IP;
- g. Assignor is not subject to any judicial decree, order, judgment, stipulation, or agreement with a third party restricting in any manner the ownership, use, sale, or licensing of the IP or any products or service utilizing the IP;
- h. the execution and consummation of this Agreement will not violate or breach any agreement to which Assignor is a party, adversely impair or impact Assignee's future enjoyment and exploitation of the IP, or require the consent or approval of any third party;
- i. Assignor is not in breach or violation of any agreement relating to any IP which would materially impair Assignee's rights, title, or interest in the IP or this Agreement; and
- j. With respect to U.S. Trademark Application Serial No. 77/160,379, it is owned by B2C, Inc. and was mistakenly filed in the name of B2C.

4. FURTHER ASSURANCES

a. Further Acts

At Assignee's request, Assignor will acknowledge, execute, and deliver any documents or instruments, and do any other lawful act, at Assignee's expense, to further the

purposes of this Agreement, and to assist Assignee in the perfection, registration, protection, enforcement, and exploitation of the IP. Without limiting the foregoing, Assignor shall execute upon presentation by Assignee an assignment of the Application and immediately return, at Assignee's expense, the executed assignment to Assignee for recordation. Assignor's actual and reasonable out-of-pocket expenses so incurred at Assignee's request and pre-approved by Assignee shall be reimbursed by Assignee promptly upon receipt of any itemized invoices or receipts therefor.

Assignor agrees to cooperate with and to assist Assignee in Assignee's obtaining its rights in the IP on or after the Effective Date, including, but not limited to, continued prosecution of the Application or any new or modified applications for registration of the Marks in the United States Patent and Trademark Office or in any State for goods and services related to the IP. Notwithstanding the foregoing, any and all costs associated with the above shall be paid by Assignee.

In addition to the Payment, any reasonable pre-approved costs associated with the packaging and shipment of the Tangible Property to Assignee shall be paid by Assignee. Assignee further assumes the risk of loss of the Tangible Property during packaging and shipment of the Tangible Property to Assignee.

b. Appointment as Attorney-in-Fact

In the event Assignor does not comply with Assignee's request within five (5) business days or sooner if needed, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to perform as requested in the name of and on behalf of Assignor, which appointment is and shall be deemed to be coupled with an interest and shall survive Assignor's possible incapacity.

c. Cessation of use of IP Assigned

As of the Effective Date of this Agreement, Assignor shall forever not use any of the IP assigned to Assignee herein, seek to register any of such IP or acquire any rights to any such IP. Without limiting the foregoing, Assignor shall forever not use or seek to register the Marks or any Marks confusingly similar or substantially similar to the Marks.

d. Indemnification

Assignor shall indemnify, defend and hold harmless Assignee against any claim or demand for damages, profits, injunctive relief, declaratory relief, reasonable attorneys fees, costs or the like, brought against Assignee or its successors or assignees based upon a breach of this Agreement by Assignor including without limitation a breach of any of Assignor's representations, warranties and covenants herein. In the event of any such claim, Assignee shall have the right to select counsel of its choice and control any settlement or litigation, and Assignee shall pay for such reasonable fees and costs upon written request by Assignee. In no event shall Assignor settle or attempt to settle any such claims without the prior written consent of Assignee.

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5. ASSIGNEE'S ACCEPTANCE

Assignee hereby accepts the assignment of the IP.

6. MISCELLANEOUS PROVISIONS

a. The Parties may execute this Agreement in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The Parties agree that each such counterpart is an original and shall be binding upon all of the Parties, even though all of the parties are not signatories to the same counterpart.

b. The Parties have entered into the Agreement in the State of California and agree that the laws of the State of California govern this Agreement and all questions with respect to this Agreement, its interpretation and the rights and liabilities of the parties. The Parties agree that the proper venue for disputes between the Parties shall be the state or federal courts located in Los Angeles County, California, and the Parties irrevocably submit to the exclusive jurisdiction and personal jurisdiction of such courts and service of process through the appropriate state or federal court located in such county.

c. If any provision of this Agreement or the application of this Agreement to any party or circumstances shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been part of this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

d. Entire Agreement. This Agreement represents and constitutes the entire understanding and Agreement between the Parties respecting the assignment of the IP to Assignee. No modification of or amendment to the Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be bound.

e. Assignability and Binding Effect. This Agreement shall bind and inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors, and assigns. The Assignee may assign, license or delegate any of its rights or obligations hereunder, in whole or in part, at any time and from time to time, and any such Assignee, licensee or delegate similarly may do so.

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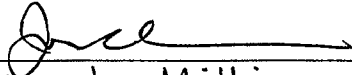
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.


"Assignee"

JOCOTT BRANDS, INC.,
a California corporation


By: 
Name: Joe Millin
Title: President


"Assignor"

B2C, Inc.,
a Georgia corporation

By: 
Name: Carrie Dobbs
Title: CEO/President

CARRIE DOBBS,
an individual




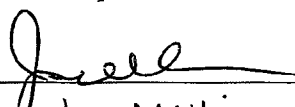

 

MEMORANDUM OF TRADEMARK ASSIGNMENT

CARRIE DOBBS, an individual having her principal address at 203 S. Goose Hill Road, Rocky Face, Georgia 30740, is the owner of U.S. Trademark Application Serial No. 77/926,053 for PEABODY & PAISLEY, the business associated with the mark of Application Serial No. 77/926,053 and the goodwill represented by the mark of Application Serial No. 77/926,053. B2C, Inc. (aka B2C), a Georgia corporation having its principal place of business at 203 S. Goose Hill Road, Rocky Face, Georgia 30740, is the owner of U.S. Trademark Application Serial No. 77/160,379 for PEABODY & PAISLEY, the business associated with the mark of Application Serial No. 77/160,379 and the goodwill represented by the mark of Application Serial No. 77/160,379. Carrie Dobbs and B2C, Inc. (aka B2C) shall be individually and collectively referred to as "Assignor." U.S. Trademark Application Serial No. 77/926,053 and U.S. Trademark Application Serial No. 77/160,379 will be referred to as "the Marks."

In accordance with a long form Assignment Agreement between the Assignor and Jocott Brands, Inc. (the "Assignee"), Assignor sells, assigns, transfers and conveys to Assignee, and Assignee accepts, the Marks, the portion of the Assignor's existing and ongoing business to which the Marks pertain, and the goodwill represented by the Marks.

IN WITNESS WHEREOF, this Assignment is effective as of February 22, 2010.

CARRIE DOBBS, an individual By: <u></u>	JOCOTT BRANDS, INC., a California corporation By: <u></u> Name: <u>Joe Millin</u> Title: <u>President</u>
B2C, a Georgia corporation By: <u></u> Name: <u>Carrie Dobbs</u> Title: <u>CEO & President</u>	

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