

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OG Nation, Inc.		08/16/2010	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Primo Products, LLC		
<b>Street Address:</b>	10789 E. Butherus Drive		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77271513	GRAND MA MA SWEET SOUTHERN TEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(888)232-9022		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4804060062		
<b>Email:</b>	gluci@aol.com		
<b>Correspondent Name:</b>	Giovanni Luciano		
<b>Address Line 1:</b>	10789 E. Butherus Drive		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85255		
<b>NAME OF SUBMITTER:</b>	Giovanni Luciano		
<b>Signature:</b>	/giovanni luciano/		
<b>Date:</b>	08/17/2010		

Total Attachments: 2  
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**TRADEMARK  
 REEL: 004262 FRAME: 0111**

OP \$40.00 77271513



Effective: 08/16/2010

Between: OG Nation, Inc. ("Assignor"), a Nevada corporation, located at 3645 E. Bart Street, Higley, AZ 85236

And: Primo Products, LLC ("Assignee"), a Delaware limited liability company, located at 10789 E. Butherus Drive, Scottsdale, AZ 85255

## 1. SUMMARY

GRAND MA MA SWEET SOUTHERN TEA  
Serial # 77271513  
Registration # 3434794

The Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademark "GRAND MA MA SWEET SOUTHERN TEA" along with the Goodwill.

## 2. ASSIGNMENT

- 2.1 The Assignor hereby conveys, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademark, together with (1) the Goodwill; (2) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademark, including damages and payments for past or future infringements and misappropriations of the Trademark; (3) all rights to sue for past, present, and future infringements or misappropriations of the Trademark.
- 2.2 No share, interest, Assignments, or other right to the Trademark has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Agreement.
- 2.3 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademark.
- 2.4 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark.

## 3. GENERAL PROVISIONS

- 3.1 **Effect on Heirs and Successors.** This assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Agreement.

**3.2 Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

**3.3 Severability.** If any provision of this assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms without limiting the previous. It is expressly understood and agreed that each and every provision of this assignment that provision of this assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any remedy under this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damage set forth in this section shall remain in full force and effect.

**3.4 Governing Laws.** This Assignment shall be governed by the laws of the State of Delaware applicable to Assignments made and fully performed in California and Arizona by California and Arizona residents.

**Understood, Agreed & Accepted**

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Assignment as of the Effective Date first written above.

ASSIGNOR:

Giovanni Luciano  
 Giovanni Luciano, Principal  
 Hall of Fame Distribution, LLC, an  
 Arizona limited liability company

Calvin Ross  
 Calvin Ross, Principal  
 Hall of Fame Distribution, LLC, an  
 Arizona limited liability company

ASSIGNEE:

Giovanni Luciano  
 Giovanni Luciano, Principal  
 Primo Products, LLC, a Delaware limited  
 liability company

Calvin Ross  
 Calvin Ross, Principal  
 Primo Products, LLC, a Delaware limited  
 liability company

TRADEMARK