

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Change of Owner

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutri-Blendz, LLC		11/29/2010	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Dr. Smoothie Brands, Inc.
Street Address:	1730 Raymer Ave.
City:	Fullerton
State/Country:	CALIFORNIA
Postal Code:	92833
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3257409	NUTRI-BLENDZ

CORRESPONDENCE DATA

Fax Number: (714)449-9474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7144499787
Email: cara@drsmoothie.com
Correspondent Name: Cara Anderson
Address Line 1: 1730 Raymer Ave
Address Line 4: Fullerton, CALIFORNIA 92833

NAME OF SUBMITTER:	William Haugh
Signature:	/William Haugh/
Date:	12/14/2010

Total Attachments: 5

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**TRADEMARK
 REEL: 004432 FRAME: 0831**

OP \$40.00 3257409

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PURCHASE AND SALE AGREEMENT OF NUTRIBLENDZ

AGREEMENT made this 29th day of November, 2010, between Ronnie Baird NutriBlendz, hereinafter referred to as "Seller" or "RB", an Idaho resident having its offices at 9476 W. Littlewood Drive Boise, ID 83709 and Dr. Smoothie Enterprises or its assignees, hereinafter referred to as "Buyer" or "DSE", a CA corporation having its offices at 1730 Raymer Avenue, Fullerton CA 92833.

FIRST: Seller is hereby selling and Buyer is hereby purchasing the following assets ("Assets") of Seller at the price, terms and conditions hereinafter set forth:

Clear title to the business = although we are not buying the business the list of items in another section assures us that there are not liens or loans against the assets of the business that could hinder the transfer of assets from RB to DSE

Customer list

Sales histories and customer history

Vendor list, product codes

All inventory

— All right title and interest in the trademark for Nutriblendz

Formulas for the proteins and any other products you have formulas for = complete and exact formulas so we can take over manufacturing. This will include an actual batch sheet for the last product purchased so we have the manufacturing data to satisfy our FDA inspector complete with raw material lot numbers, QC record etc from that batch.

The formulas will show percentages of each raw material, how to make it, how to blend it etc. There should be no R&D work to be done on these powders, simply input the data, buy the raw materials, and blend and pack.

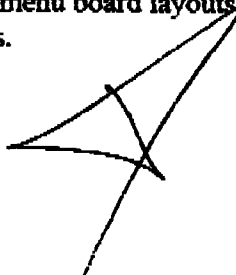
Flavor company name and spec/part numbers for vanilla etc for protein, chocolate any flavors

Protein company contact etc & all protein companies you have data on whether purchased or not

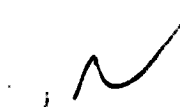
Part numbers for caps, lids, labels, boxes, jars etc so we can start the manufacturing without having to guess and source items from a cold start.

All artwork, physical or computer files = All nutriblendz name artwork, the file, any original art drawings, etc

All menu board layouts— all original files, opened files not flattened so we can manipulate the files.



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All other artwork files for trifolds or banners etc = the original non flattened files

Excel PO system that will have all the PO information already filled out = the excel files you use to make purchases

All website information and code

RB promises and certifies that the items below are true as represented:

Review of books, records, bank statements to tie out to spreadsheets given that showed certain sales volumes for 2008 9 10 & certification the numbers are as represented

Confirmation or certification/indemnity that there are no tax liens on Ronnie B personally or his businesses that may attach this business

Debt free, with no AP due

No AR is included in this transaction

Confirmation there are no employees, no taxes due

Although we are not buying the LLC, it should show up as a clear entity

State sales tax records clear and paid up

Clear of any UCC filings for the business

Certify RB is clear of any claims or threatened claims

Clear of any workers comp claims or threatened actions

Clear city license, although we are not purchasing the business

Clear product liability insurance

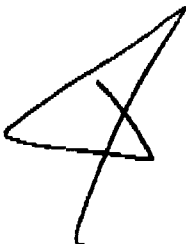
Clear general liability insurance

Clear of any loans that are collateralized by any assets being purchased

No distribution agreements with any distributors = none, certify that there are none

No vendor agreements, contracts = none, certify there are none

Supply agreements = none, certify there are none



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No advertising programs or current contracts = none, certify there are none

Discount policy = show me the policy and how it works etc = done

Credit policy for customers = RB to note who has terms on the customer list

Any returns or credits after transfer date will be deducted from the withholds due RB.

RB certifies all products being purchased are manufactured by vendors that comply with FDA rules and regs. Should any products become part of a recall, RB certifies that RB will be liable for said costs and responsible to repay DSE for any products for liabilities incurred with said recall.

TRANSFER OF ASSETS

Clear title to any inventory – RB will move from Utah to Fullerton = certify RB owns free and clear and indemnity = compare ship rates of RB and DSE, RB can use either shipper of his choice at RB expense. NY product to remain with NY warehouse.

Price of inventory will be paid for at RB invoice price = inventory price will be your last price paid, unless the last price does not represent what is in stock but only a portion of the stock. IE, if you have 100 cs at 10 and 100 cas at 12 the price is 11.

The inventory list given on 11-24-10 will be updated to the transfer date, trying for Dec 1, 2010, updated to reflect current inventory as of the transfer date and the final inventory number will be approved after it is received and the purchase invoices that show those inventory purchase amounts checked/confirmed. Payment for inventory would be paid from DSE to RB 21 days after receipt of goods at DSE Fullerton location.

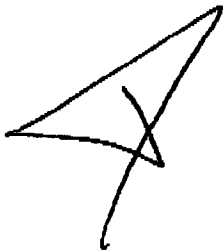
In the case of the NY location, RB would cause a certified physical inventory to be taken at RB expense and sent to DSE as of transfer date. Payment for that warehouse inventory would be 21 days from receipt of the certified and signed inventory by the current warehouse and faxed forwarded to DSE.

Any inventory near code date will not be purchased = look at it all before you send it, when it arrives we will check stock for code dates and/or open some to taste. If bad or spoiled or out of date we will deduct.

Furniture and fixtures are not intended to be part of any inventory purchase = if it is not an approved inventory item that drs will purchase do not ship it

MOVEMENT OF INVENTORY – Continuity of fulfillment

Movement of inventory = most likely on a wed (Dec 1 end of day) or Thursday am (Dec 2) with the intention that it would arrive to us on Friday the 3rd of Dec so that DSE can be shipping on



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Mon or tue to give uninterrupted service. This is dependant upon the order transfer system being in place prior to Dec 1st.

List of outstanding orders or backorders or short fills as of date of transfer = we will work closely at transfer of inventory to be certain all orders are shipped immed

RB promises to immediately forward any orders received by fax, phone, email or web to DSE within 2 hours to keep uninterrupted service.

RB promises to forward any leads, inquiries, complaints, anything to DSE within 4 hours of receipt or immediately so that uninterrupted service is assured.

CONTINUED INVOLVEMENT TIMELINE

The transaction involves the promise of RB to be involved in the timely transfer of web coding, codes to access the website, the webstore bank coordinate movement, calling of customers, ordering products that are low inventory, involvement with getting product from AC Calderone in a timely fashion and sending part to NY and part to CA and other open items listed throughout this document and items that are not listed and may come up as the transfer takes place that are unknown now.

The general timeline is 90 days with the heaviest involvement being the week of Nov 29th having to do with web transfer, training etc.

The next heavy involvement is when we start to call all the customers during December and January.

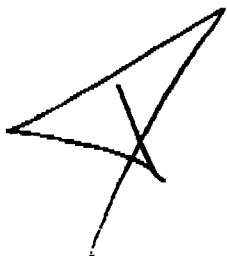
Help with initial call to each customer explaining the new program, crushed fruit, higher price and why, impact, positives of new program etc, then DSE will take it from there.

Teach our in house web developer how to operate your site = you use go daddy so you will give us codes to get into site. You will switch site ownership to drs. Work with and teach our developer how to read your code, operate the discounts, the store, shipping calculator and basically the entire site operations.

Help switch and/or design the method of transmitting the orders to our company = explain in detail writing how it operates so we can get the orders from your site and into our accounting system, via email or however you pull the data down now, and help modify it so it works with our system.

Switch the "send to account" from your bank to our bank for all online CC orders = authorize movement/direction, banking coordinates to switch from your account to our account.

GENERAL ITEMS WE AGREED TO



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First right of refusal to place another order through any of your vendors, of any product to tide us over during transition

Non-compete clause for 5 years = drs to write up standard non compete

List of potential copackers you have in the hopper, like the choc syrup, peanut butter, syrup people etc

This list is not complete. The thrust of the agreement to purchase is that we are purchasing any and all paperwork, computer files or physical assets that are needed or were used in the creation and operation of the business.

MISCELLANEOUS

This Agreement can be modified or rescinded only by a writing by both parties or their duly sworn authorized agents.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

This Agreement shall inure to the benefit of and be binding upon the parties named herein as the Seller and the Buyer and, except as heretofore provided, to their respective successors, assigns, heirs, executors, legal representatives and administrators.

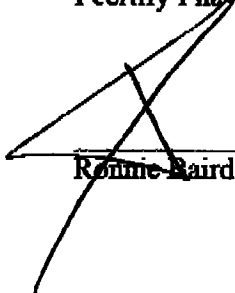
PAYMENT SCHEDULE

Payment – 50% upon review of books and approval of all documentation, 25% when all calls are done to the entire customer base,(about 30 days) 25% when all transfers are complete and to act as a retain for any bad products (about 60days).

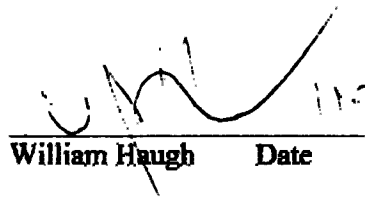
Inventory will be paid for within 21 days of receipt and approval.

Price: \$80,000 usd including about 30k of inventory on hand. If there is less inventory on hand deduct. If there is more inventory on hand increase price.

I certify I have the authority to bind and complete this transaction:



Ronnie Baird 11-29-10
Date



William Haugh 11-29-10
Date