

# 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			
Name	Formerly	Execution Date	Entity Type
Raw Foods International, Inc.		12/14/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Raw Foods International, LLC		
Street Address:	2665 S. Bayshore Drive		
Internal Address:	Suite 430		
City:	Coconut Grove		
State/Country:	FLORIDA		
Postal Code:	33133		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76699797	DRINK IT RAAW	
Serial Number:	76699599	TASTE IT RAAW	
Serial Number:	76699598	TASTE IT PURELY RAAW	
Serial Number:	76699799	IT'S RAWesome	
Serial Number:	76699798	TASTE IT, YOU'LL LIKE IT, IT'S SIMPLY RAWesome	
CORRESPONDENCE DATA			
Fax Number:	(816)421-5547		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-474-6550		
Email:	bhoward@shb.com		
Correspondent Name:	Bradley R. Howard - SHB		
Address Line 1:	2555 Grand Blvd		
Address Line 2:	IP Department		
Address Line 4:	Kansas City, MISSOURI 64108		

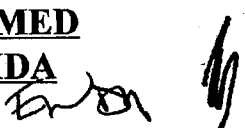
OP \$140.00 76699797

900181688

TRADEMARK  
REEL: 004456 FRAME: 0006

ATTORNEY DOCKET NUMBER:	RAWF.156619
NAME OF SUBMITTER:	Bradley R. Howard
Signature:	/bradhoward/
Date:	01/19/2011
<b>Total Attachments: 5</b> source=Raw Foods assignment#page1.tif source=Raw Foods assignment#page2.tif source=Raw Foods assignment#page3.tif source=Raw Foods assignment#page4.tif source=Raw Foods assignment#page5.tif	

**ORGANIZATIONAL AGREEMENT FOR**  
**RAW FOODS INTERNATIONAL, LLC.,**  
**A LIMITED LIABILITY COMPANY TO BE FORMED**  
**UNDER THE LAWS OF THE STATE OF FLORIDA**

*dated as of November 2, 2009*   
This agreement sets forth the conditions by which Simon Decker ("Decker"), Elerit Wizzard ("Wizzard"), Donovan Hudson ("Hudson") joined in by Raw Foods International, Inc., a Florida Corporation, agree to a venture involving the formation of a limited liability company under the laws of the State of Florida.

**SECTION 1**  
**BACKGROUND**

**1.0 Raw Foods International, Inc. -** Wizzard and Hudson are principals of and are operating a Florida corporation by the name of Raw Foods International, Inc. Wizzard and Hudson through Raw Foods International, Inc., have developed a form of vegetable juice mixed with spices ("the Product") that they desire to promote and distribute for profit.

**1.1 Wizzard & Hudson's Need for Capital and Assistance -** To further develop, promote and sell the Product, as well products derived from it or that in form may be similar or complimentary to it Wizzard and Hudson are in need of capital and have requested Decker to provide the capital.

**1.2 Decker's Agreement to Provide Capital -** Decker has expressed a willingness to advance up to \$382,500.00 to further develop and exploit the Product and its derivatives but will do so only under the auspices of a new entity to be formed pursuant to the conditions set forth in this agreement.

**SECTION 2**  
**THE NEW ENTITY/MEMBERSHIP/**  
**AGREEMENT TO PROVIDE CAPITAL**

**2.0 Creation of Raw Foods International LLC -** The parties agree that a new entity bearing the name Raw Foods International, LLC. shall be created under the laws of the State of Florida. The formation of this entity will be undertaken by

**2.6 Voting by Members** - Each Member of the LLC shall be entitled to one vote for each unit that they may own on all matters on which members are entitled to vote or provide consent pursuant to the Act or this agreement. Provided however, that until the LLC becomes profitable and pays Decker all of the capital provided by him, Decker shall be entitled to retain the right to 510 units notwithstanding the possible acquisition of Wizzard and Hudson of units from Decker. Hence, the voting rights to any units that may be acquired by Wizzard and Hudson under Section 10.4 will remain vested in Decker under these conditions.

**2.7 Consent of Members in Lieu of Meeting** - Unless otherwise provided in this Agreement or by law, any action which may be taken at any meeting of Members of the LLC may be taken without a meeting, without prior notice, and without a vote if a written consent, setting forth the action so taken, is signed in person, by proxy, or by facsimile signature by the members when so authorized by this agreement. Such consent shall be delivered to the LLC and shall be filed with the minutes of the meetings of Members in the records of the LLC. Facsimile signatures shall be deemed originals for purposes of this Section 2.7. Every written consent shall bear the signature of each Member who signs such consent and no written consent shall be effective to take the LLC action referred to therein unless, within fifteen (15) days of the earliest consent delivered to the LLC in the manner required hereby, written consents signed by the requisite number of Members are so delivered to the LLC.

### **SECTION 3**

#### **TRANSFER OF RIGHTS TO NEW ENTITY**

**3.0 Transfer to New Entity-** The Product, together with any good will, rights, formulas, recipes, processes, tradenames, trademarks, trade designs and awards of intellectual property pertaining to or otherwise appertaining to the Product shall be transferred by Raw Foods International, Inc., immediately to the new entity. This transfer shall provide that along with the transfer Raw Foods International, Inc., shall cease and desist from any further development, exploitation or sale of the Product and of any derivatives or products similar to it. Each party hereto agrees that the formula and recipes for the Product are and shall become assets of the LLC and shall remain confidential as valuable business property not to be divulged to third parties without the express written consent of the LLC.

Wizzard and Hudson shall join in the transfer to so as to assign and transfer any rights that they may have in the Product in their own right and shall ratify and affirm in their own name the covenant from further exploitation or sale of the Product and of any derivatives or products similar to it.

## **SECTION 4 MEETING OF MEMBERS**

**4.0 Meetings; Notice** - Regular or special meetings of the Members shall be held from time to time, (i) at such place and time as shall be Approved by the Members or (ii) at such place and time as shall be set by a Member upon ten (10) business days notice to the other Members.

**4.1 Waiver of Notice by Members** - Whenever any notice whatsoever is required to be given to any Member of the LLC under this Agreement or any provision of law, a waiver thereof, signed at any time, whether before or after the time of meeting, by the Member entitled to such notice shall be deemed equivalent to the giving of such notice. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting and objects thereat, at the beginning thereof, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Members need be specified in any waiver of notice of such meeting.

**4.3 Participation** - Members may participate in any meeting either in person or by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4.3 shall constitute presence in person at the meeting.

## **SECTION 5 MANAGEMENT OF THE LLC**

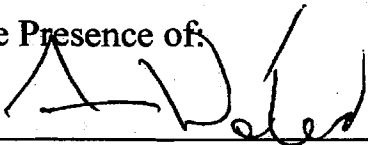





**5.1 Management by Members** - The day to day management of the LLC may be carried out by Wizzard and Hudson. Decker may also participate in the day to day management if he so desires.

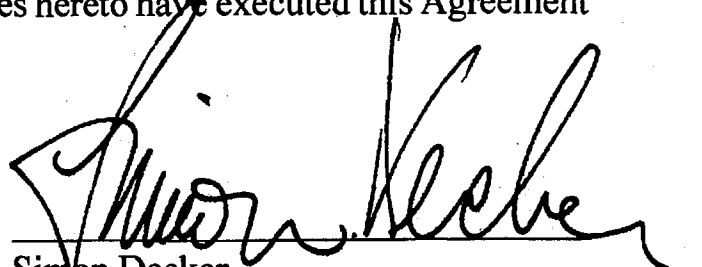
(3) Items sent by certified or registered mail shall be deemed delivered five (5) days after deposit in the United States mail, postage prepaid.

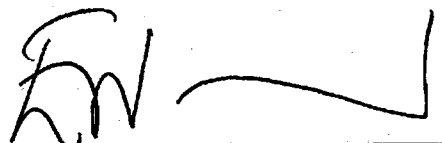
13.9 **Waiver** - No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

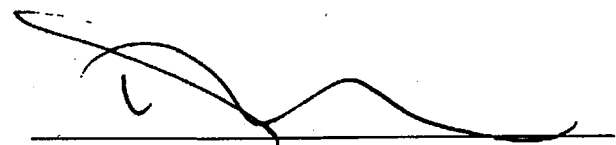
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

In the Presence of:


  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Simon Decker

  
\_\_\_\_\_  
Elerit Wizzard

  
\_\_\_\_\_  
Donovan Hudson

RAW FOODS INTERNATIONAL,  
INC.

By:   
\_\_\_\_\_  
President

\\salesserver\common\G V\CORPORATE\DECKER\agreement1.wpd

## TRANSFER

Pursuant to Section 3.0 of the Organizational Agreement for Raw Foods International, LLC, a Limited Liability Company to be Formed Under the Laws of the State of Florida, Raw Foods International, Inc., for Ten Dollars and other good and value consideration, hereby assigns over to Raw Foods International, LLC, the "Product" as described therein together with any good will, rights, formulas, recipes, processes, tradenames, trademarks, trade designs and awards of intellectual property pertaining to or otherwise appertaining to the Product. Transferor further covenants that it shall cease and desist from any further development, exploitation or sale of the Product and of any derivatives or products similar to it.

Dated this 14<sup>th</sup> day of December, 2009.

RAW FOODS INTERNATIONAL, INC., a  
Florida corporation

By: 

Elerit Wizzard, President

## JOINDER

Elerit Wizzard and Donovan Hudson hereby ratify and affirm the foregoing in their own name and likewise covenant from further exploitation or sale of the Product and of any derivatives or products similar to it.

  
\_\_\_\_\_  
Elerit Wizzard

  
\_\_\_\_\_  
Donovan Hudson