

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
Nature's Baby Products, Inc.		11/15/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nature's Organics, LLC		
Street Address:	2513 East Yucca Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	92024		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3633581	NATURE'S BABY ORGANICS	
CORRESPONDENCE DATA			
Fax Number:	(818)702-0110		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	Ben Shojaee		
Email:	bensh0410@yahoo.com		
Correspondent Name:	Nature's Organics, LLC		
Address Line 1:	2513 East Yucca Street		
Address Line 4:	Phoenix, CALIFORNIA 85028		
ATTORNEY DOCKET NUMBER:	NATURE'S BABY ORAGANICS		
NAME OF SUBMITTER:	S. Ron Alikani		
Signature:	/sra/		
Date:	01/20/2011		

OP \$40.00 3633581

Total Attachments: 19

source=NBO - Asset Purchase Agreement -11-13-100001_opt#page1.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page2.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page3.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page4.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page5.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page6.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page7.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page8.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page9.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page10.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page11.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page12.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page13.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page14.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page15.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page16.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page17.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page18.tif
source=NBO - Asset Purchase Agreement -11-13-100001_opt#page19.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated November 13, 2010, is entered by and among Nature's Baby Products, Inc., a California Corporation, with its place of business at ("Seller"), Nature's Organics, LLC, an ("Buyer"), with its principal place of business at 2513 E. Yucca Street, Phoenix, AZ 85028. Each of Seller and Buyer may be referred to individually as a "Party" or together as the "Parties".

RECITALS

WHEREAS, Seller is engaged in the business of developing, marketing, distributing and selling natural hair and skin care products to wholesale distributors, retailers, and direct to consumers that are intended for use and consumption by consumers, and Seller's business includes specifically a line of all natural and organic natural shampoo, natural conditioner, organic diaper ointment, organic baby oil, organic chest rub, natural face and body moisturizer, natural all-purpose deodorizer, organic dusting powder, natural calming spray, organic soothing stick, and natural bubble bath marketed and distributed under the brand name, "Nature's Baby Organics" (hereinafter NBO Business") and

WHEREAS, Seller is desirous of selling certain tangible and intangible assets used in Seller's NBO Business, and Buyer is desirous of purchasing said assets from Seller free and clear of all liabilities, liens, charges, and encumbrances as of the effective date, and

WHEREAS, the assets Seller desires to sell and Buyer desires to purchase are those tangible and intangible assets owned by Seller and described in this Agreement that are related to or used in connection with the NBO business.

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

ARTICLE I. DEFINITIONS

When used anywhere in this Agreement, the following terms shall have the meanings specified:

1.1 "Agreement" shall mean this Asset Purchase Agreement, together with the Exhibits attached hereto.

1.2 "Affiliate" shall mean, with respect to a specified Person, any Person which controls, is controlled by or is under common control with such Person, where control for purposes of this definition means the beneficial ownership, directly or indirectly, of: (i) at least 50% of the shares of capital stock of a corporation, or (ii) at least 50% of the partnership or membership interests or units (whether general or limited), or (iii) a majority ownership interest that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets commensurate with such Person's beneficial ownership interest, or (iv) the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

1.3 "Assets" shall mean all of Seller's tangible assets and inventory related solely and specifically to the NBO Business (other than any Excluded Assets) including, but not limited to, the assets and inventory more fully described in Exhibit B attached hereto, the Customer Lists described in Section 1.10 below, the Assigned Contracts and the Intangible Property described in Section 1.12 below.

1.4 "Assigned Contracts" shall mean each Contract related to the NBO Business pursuant to which Seller's rights, duties and obligations will assigned to and assumed by the Buyer.

1.5 "NBO Business" or "Business" shall mean the Seller's business operations related to the development, marketing, distribution and sale of natural hair, skin care products

1.6 "NBO Product Line" shall mean each and every products and stock-keeping unit (SKU) of natural hair and skin care products including but not limited to natural and organic natural shampoo, natural conditioner, organic diaper ointment, organic baby oil, organic chest rub, natural face and body moisturizer, natural all-purpose deodorizer, organic dusting powder, natural calming spray, organic soothing stick, and natural bubble bath which are distributed, marketed and sold by Seller at any time prior to the Closing Date.

1.7 "Closing" or "Closing Date" shall mean the date when the transactions contemplated by this Agreement shall be consummated.

1.8 "Contracts" shall mean the contracts, obligations, and arrangements, if any, related to the NBO Business including the written agreements and written summaries of any oral agreements, or summaries of agreements arising out of course of dealings.

1.9 "Customer Lists" shall mean purchase and sale transaction history and credit history for customers (distributors, retailers, consumers) that purchased NBO Product Line directly from Seller at any time within three (3) years prior to the Closing Date.

1.10 "Effective Date" shall mean the date on which this Agreement becomes an enforceable contract among the Parties and will be the date of this Agreement, as first written above.

1.11 "Excluded Assets" shall mean all assets of Seller, other than the assets of Seller solely and specifically related to or solely and specifically used in the NBO Business, and shall specifically exclude any interest in real property or real property leases of Seller, any employees of Seller or Contracts with employees of Seller, any accounts receivable of Seller, and any Products with four (4) months or less remaining shelf-life.

1.12 "Intangible Property" shall mean the patents, licenses, trademarks, trademark applications, copyrights, product certifications (e.g., Organic, Made In The USA, etc.), trade names, domain names, "know-how", trade secrets, logos, trade dress, websites, social networking sites and goodwill together with Customer Lists and customer identifying information owned or used by or licensed to Seller solely and specifically in connection with the Seller's NBO Business; provided, that, the "Nature's Baby Products, Inc." shall be specifically excluded from Intangible Property.

1.13 "Inventory" shall mean inventory of Packaging and Products, determined by physical count and/or by mutual agreement of Buyer and Seller, as of the Closing Date.

1.14 "Packaging" shall mean packaging materials related solely and specifically to the NBO Business owned or in the possession or control of Seller wherever located as of the Closing Date, and shall include all containers for NBO Product Line, and all secondary packaging materials (boxes, cartons, shippers) imprinted with the words "Nature's Baby Organics" or any of the Seller's trademarks, designs, or logos used solely and specifically in connection with the NBO Business.

1.15 "Person" shall mean an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a governmental entity or any agency, instrumentality or political subdivision of a governmental entity, or any other entity or body.

1.16 "Product" or "Products" shall mean saleable, undamaged, finished goods, inventory of NBO Product Line, labeled in compliance with all applicable laws and regulations, and with at least eight (8) months shelf-life (time remaining to "best by" date) owned by or in the possession or control of Seller, wherever located, as of the Closing Date.

1.17 "Statement of Operations" shall mean all financial records of every kind used by Seller in accounting for the NBO Business, including but not limited to sales data, gross to net sales adjustments, cost of goods (including raw materials, ingredients, and packaging), expenses (sales, marketing, warehousing, distribution), and such other financial data as may be necessary to fairly and accurately present the NBO Business separate and apart from the overall business of Seller.

1.18 "Transition Services" shall mean the Transition Services, as mutually agreed between Buyer and Seller pursuant to which Seller will perform certain post-Closing transition services for the benefit of the Buyer.

ARTICLE II. PURCHASE AND SALE

2.1 Purchase and Sale. At the Closing, and upon all the terms and subject to all of the conditions of this Agreement, Seller shall sell, assign, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller all of Seller's right, title, and interest in and to the Assets, free and clear of all liens, encumbrances, charges, claims, restrictions, pledges, and security interests.

2.2 Purchase Price. The aggregate purchase price for the Assets (the "Purchase Price") is Five Hundred Thousand Dollars (\$500,000.00) consisting of (i) One Hundred Fifty Thousand Dollars (\$100,000.00) payable at the Closing (the "Closing Payment"), (ii) Buyer's Promissory Note ("Promissory Note", attached as Exhibit "A" in the principal amount of Three Hundred and Fifty Thousand Dollars (\$350,000), subject to Buyer's right of set-off set forth in Section 7.2.3 and Section 7 of the Promissory Note ("Promissory Note") and (iii) Fifty Thousand (\$50,000) payable 30 days after the closing during the Transition Services (as fully described in paragraph 3.24 of this Agreement) ("Deferred Payment"), subject to Buyer's right of set-off set forth in Section 7.2.3. At the Closing, Buyer shall pay the Closing Payment to Seller, which payment shall be by wire transfer from the Buyer to the account of Seller.

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as set forth in Exhibit C hereto. Seller and Buyer shall each execute an IRS Form 8594 at Closing or as soon thereafter as is practicable (but not later than 90 days after the Closing Date) consistent with said allocation and shall provide a copy of the executed Form 8594 to the other Party. California sales taxes, if any, payable on the sale of any assets herein are the responsibility of the Buyers.

2.4 Payments to Third Parties. In order to facilitate the transaction contemplated by this Agreement, and particularly the sale and transfer of Assets free and clear of liens, charges and encumbrances, the Seller will deliver to the Buyer not less than three business days prior to the anticipated Closing Date a written statement in form and substance reasonably acceptable to Buyer (the "Certificate of Payables") that will set forth: (a) the aggregate amount payable to each of Seller's creditors whose consent to and/or release of liens is required pursuant to the Agreement, and (b) the aggregate amount payable to each creditor with whom Seller has an account payable related to the NBO Business whether or not such creditor's consent or approval is required to close the transactions contemplated by this Agreement.

2.5 Sales to Closing - 2010. Set forth on Exhibit D hereto is Seller's good faith estimate of Seller's sales of NBO Business (gross sales, net sales, and gross to net sales adjustments) for the period January 1, 2009 through the Closing Date (the "2010 Sales Statement"). Seller hereby represents and warrants that the 2010 Sales Statement is consistent with historical sales for NBO Product Line and is not overstated by reason of sales practices commonly referred to, and understood by each Buyer and Seller, as "shelf loading" or "channel loading".

2.6 Risk of Loss. All right, title and interest, and all risk of loss with respect to the Assets shall pass to Buyer as of the Closing Date.

2.7 Assignments. At the time of the Closing, Seller shall assign its rights in and to the Intangible Property and any Assigned Contracts to be assigned to and assumed by the Buyer. Exhibit D hereto lists the Intangible Property assigned to Buyer, and Exhibit L lists the Assigned Contracts to be assumed by Buyer, as part of the listing of Assumed Liabilities, as provided in Section 4.4.

2.8 Assumption of Liability. Buyer shall not assume any Contracts or other Liabilities or obligations of Seller, except with respect to the Assumed Liabilities as provided in Section 4.4 below.

**ARTICLE III.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

Seller hereby represents and warrants as of the Closing and covenants to Buyer that:

3.1 Organization. Seller is a California corporation validly existing and in good standing under the laws of the State of California and has all rights, power, consents, and releases necessary to convey the Assets to Buyer pursuant to this Agreement.

3.2 Authorization: Enforceability. The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Seller are within the power of Seller and have been duly authorized by all necessary action by Seller. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

3.3 No Violation or Conflict. The execution, delivery and performance of this Agreement by Seller do not and will not conflict with or violate any Law, regulation, judgment, order, decree, Shareholders' Agreement, or any other contract or agreement to which Seller is a party or by which it is bound.

3.4 Consents. Seller warrants that any and all consents or approvals from any court, governmental entity or third Person that Seller is required to obtain in connection with the execution and delivery by the Seller of this Agreement, or the consummation of the transactions contemplated hereunder, have been obtained.

3.5 Title to Assets; Liens and Encumbrances. Seller owns good and marketable title to all of the Assets, free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, and security interests.

3.6 Intangible Property. Exhibit E hereto lists all registered and pending applications for trademarks, service marks, copyrights, domain names, trade names and patents throughout the world that relate to, or within the past 6 years have been used primarily in connection with, the NBO Business. Seller warrants that it has: (a) legal and beneficial title and interest in the registered trademarks, service marks and domain names listed on Exhibit E hereto free and clear of all liens, (b) the right to use all of the Intangible Property in the manner in which such Intangible Property is currently used, is proposed to be used, or has been used in connection with the NBO Business, (c) not received notice of any alleged infringement of the rights of any other Person arising out of Seller's use of the Intangible Property, and (d) full ownership of and right to assign and transfer ownership of the Intangible Property. Seller further warrants that: (x) to the knowledge of Seller no third Person has infringed or misappropriated any of the Intangible Property, (y) no renewals, responses or other administrative filings are due to be made with respect to any trademark, service mark or domain name listed on Exhibit E hereto prior to the Closing or within the three months following Closing, and (z) no Person has: (i) any right to use or right to receive a royalty or other consideration in respect of any of the Intangible Property, or (ii) an obligation to pay a royalty or other consideration in respect of any of the Intangible Property.

3.7 Future Use of Intangible Property. After the Closing Date, Seller shall not make any use of any of the Intangible Property transferred, assigned or conveyed to Buyer. Seller further agrees that it will not in the future register, use, or apply to register a domain name, trademark, or service mark that includes, whether alone or in combination with other words the word(s) "Nature's Baby Organics" or "Nature's Organics" or any combination of words substantially similar thereto. Sellers are aware of Adena Surabian's assertion as to the right to terminate the licensing agreement between the Seller and Ms. Surabian as to "Nature's Baby" trademark (dated 6/27/2007) as well as claim as to the rights to terminate use her likeness, and any copy from her. Buyers have been provided with a licensing agreement for Nature's Baby, consent agreement relating to trademark registration of Nature's Baby Organics by the Seller and photo release forms relating to Ms. Surabian's trademark and copyright claims and will close the transaction with full awareness of Ms. Surabian's claims and will evaluate those assertions on their own and is not relying on any opinions suggested by Sellers on the validity of any use of any name or likeness used by Seller. Seller will not indemnify the Buyer any legal action filed by Adena Surabian relating to Nature's Baby trademark or any use she may make out of "Nature's Baby" trademark. Notwithstanding the forgoing paragraph, Seller hereby warrants that "Nature's Baby Organics" is fully owned by the Seller and Seller has full legal rights to transfer, assign or convey "Nature's Baby Organics" to the Buyer under this Asset Purchase Agreement.

3.7 Contracts. Exhibit F hereto lists all Contracts between the Seller and any third party related to the NBO Business. Seller warrants that it has made available to the Buyer true and complete copies of all of the Contracts, and amendments thereto, including summaries of any oral agreements, oral amendments to existing Contracts, and agreements arising out

of a course of dealing between the Seller and any third party. Each such Contract is in full force and effect.

3.8 Product Returns. Seller has not experienced any returns of Products since August, 1 2010 other than in the ordinary course of business.

3.9 Deductions, Allowances and Credits. Seller has, or prior to the Closing will have, processed and applied or credited all deductions and allowances, including damage returns, that Seller has received for Products sold and delivered prior to the Closing Date. Buyer and Seller agree that they will cooperate in good faith to ensure that all deductions, allowances and credits applicable to the sale of Products before or after the Closing Date are properly applied and reimbursed to the appropriate Party.

3.10 Litigation. Unless otherwise listed and described on Exhibit G hereto, (a) there are no pending litigations, investigations, actions, or dispute resolution proceedings against the Seller that affect or relate to the NBO Business, (b) no judgments, orders, decrees, writs or injunctions have been entered into by or against the Seller that are currently in effect and affect or relate to the NBO Business, and (c) to the best of Seller's knowledge, there are no investigations, claims, proceedings, investigations, or actions of any kind proposed or threatened, with respect to the NBO Business and the Assets.

3.11 Compliance with Laws. Seller warrants that it has conducted the NBO Business in compliance with all applicable laws and regulations and the Seller is currently in compliance in with all laws and regulations applicable to the NBO Business and the Assets. Unless otherwise listed and described on Exhibit H hereto, the Seller has not received any written or oral notice of any violation of any law or regulation applicable to the operation of the NBO Business or the ownership or use of any of the Assets.

3.12 Disclosure. All information provided by Seller to Buyer in written form concerning the transactions covered by this Agreement are true in all material respects, and no fact has been withheld from Buyer which would materially adversely affect the operation of Buyer's business after Closing. Seller has no knowledge of any development or threatened development of any nature which is unique to Seller's NBO Business that would be materially adverse to the operation of said business. Seller acknowledges that the representations and warranties made by it are a material inducement to Buyer entering into this Agreement, and that Buyer is entitled to rely upon those representations and warranties.

3.13 Statement of Operations. Set forth on Exhibit I hereto are complete and correct copies of the Statements of Operations, including but not limited to sales, gross to net sales adjustments, cost of goods sold, gross margin, and general and administrative expenses of the Seller, in connection with the NBO Business for the calendar years 2008, 2009 and 2010. Seller warrants that such Statements of Operations have been developed from the Seller's ordinary (unaudited) financial statements using consistently accounting principles and procedures, and that such Statements of Operation fairly present in all material respects the financial results for the NBO Business in calendar years 2008-2010.

3.14 Condition of Assets. Seller warrants that the Assets are presently in good and marketable condition, and the inventory of Products conform to all laws and are properly labeled in compliance with all applicable laws and regulations, are not adulterated or contaminated in any way,

and are fit for human consumption. Seller warrants that the Assets will be in the same condition through the Closing Date.

3.15 Physical Inventory. Within three days before the Closing Date the Seller will take, and a representative of Buyer shall be permitted to observe, a physical inventory of the quantities of Products and Packaging at the locations of the manufacturer SolonFed Products and _____. The Seller agrees to consult with Buyer in connection with the preparation of the procedures and instructions for taking the physical inventory. On the Closing Date the Seller will provide a certificate in form and substance reasonably acceptable to Buyer containing representations and warranties as to the physical counts of Products by SKU and Packaging (the "Inventory Certificate"). The Seller and Buyer agree to review the physical inventory, and make any necessary adjustments in good faith, with the intention of agreeing upon a mutually acceptable inventory of Products and Packaging to be purchased by the Buyer on the Closing Date.

3.16 Receivables. Seller acknowledges and agrees that from and after the Closing Date the Seller and Buyer will cooperate in good faith and in accordance with the terms of the Transition Services to process and manage accounts receivable, including collections of accounts receivable.

3.17 Liabilities. Seller does not have any liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise (collectively, "Liabilities") that Buyer would be required to assume or pay in connection with the acquisition of the NBO Business or the Assets, other than the Assumed Liabilities.

3.18 Product Liability. Seller shall retain all liability and shall pay for injuries or damages occurring as a direct or indirect result of Products sold by Seller or manufactured prior to Closing Date regardless of when any claim for such is made. During the past Four (4) years there has been no lawsuit, litigation or other legal proceeding before any court pending or, to the knowledge of the Seller, threatened, in either case against or involving Seller concerning any Product manufactured, shipped, sold or delivered by or on behalf of Seller relating to or resulting from an alleged defect in design, manufacture, materials or workmanship of any such product or any alleged failure to warn, or any alleged breach of implied warranties or representations of any Product.

3.19 Sufficiency. Seller warrants that the Assets being sold to the Buyer hereunder are all the assets needed by Buyer to operate the NBO Business as Seller has done during the past three (3) years other than general administrative assets needed to support the Business.

3.20 Customers. None of the customers listed set forth on the 2009 Sales Statement has notified Seller in writing that it is canceling or terminating its relationship with the NBO Business or Seller and, to the knowledge of Seller, no such customer intends to cancel, terminate or materially and adversely alter its relationship with the NBO Business or Seller. No sales to customers of the NBO Business are done on a consignment basis.

3.21 Product Compliance. Exhibit K hereto identifies each product recall (whether voluntary or compulsory) and the circumstances surrounding each recall, involving any products of the NBO Business. No product manufactured, sold, leased, licensed or delivered by Seller with respect to the NBO Business is subject to a recall required by any governmental authority and Seller has no plans to initiate a voluntary product recall. Each type of product manufactured, sold, leased,

licensed or delivered by Seller with respect to the NBO Business conforms in all material respects with all applicable Laws currently in effect and with the applicable requirements of industry standard organizations.

3.22 Purchase Commitments. The aggregate of all accepted and unfulfilled orders for the sale of Products entered into by Seller is at least [\$ NA], and the aggregate of all orders or commitments for the purchase of products by Seller does not exceed [\$ NA], all of which orders and commitments were made in the ordinary course of business. There are no claims against Seller to return merchandise by reason of alleged over-shipments, defective or damaged Products or otherwise, and there are no Products in the hands of customers under an understanding that such Products would be returnable other than returns related to defective or damaged Products.

JP
2/26/14
2/26/14
2/26/14

3.23 Insurance. Exhibit I, hereto lists all insurance policies maintained by Seller, for the benefit of or in connection with the NBO Business and related assets. With respect to Seller's existing product liability and completed operations insurance policy, Seller will obtain an extended reporting endorsement that will provide for extended reporting of claims in connection with the NBO Product Line for a period of six (6) months from and after the expiration date of Seller's current product liability and completed operations insurance policy. With respect to each such insurance policy and endorsement (a) the policy is legal, valid, binding, enforceable, and in full force and effect and all premiums due thereunder have been paid, (b) neither Seller nor, to the knowledge of Seller, any other party to the policy is in material breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy, and (c) Seller has not, and, to the knowledge of the Seller, no other party to the policy has, repudiated any provision thereof. Exhibit K hereto lists all claims in an amount of \$10,000 or more made by Seller under any policy of insurance during the two (2) year period prior to the date of this Agreement with respect to the NBO Business or related assets. Seller has not received any written notice of cancellation or termination of any such insurance policies. Seller has provided to Buyer true and complete copies of all insurance policies (including amendments thereto) listed on Exhibit K hereto.

3.24 Transition Services Agreement: During the period commencing on the Closing Date and continuing until 90 days after the Closing, Seller will provide, or will cause to be provided, at the reasonable request of and for the benefit of the Buyer, financial, information technology, logistics, and sales and marketing services with respect to the NBO Business, as further described herein, and Seller will coordinate performance of requested Services with the Buyer. The Parties acknowledge and agree that the scope of each Service to be performed by Seller with respect to the NBO Business will be substantially the same as the scope of such Service performed by the Seller in the ordinary course of business during the six (6) months prior to Closing; provided that, the intent of this Transition Services is to facilitate a seamless, orderly and timely transition of the NBO Business from Seller to Buyer, with minimal disruption to the Business, thus it is anticipated that Buyer will gradually assume responsibility for the Services to effect the efficient, timely and seamless transition of NBO Business from Seller to Buyer.

3.24.1 Seller shall not receive compensation for Transition Services in addition to or other than the Deferred Payment as set forth in Section 2.2 of this Asset Purchase Agreement, which Deferred Payment is subject to offset as provided in the Asset Purchase Agreement.

JP
2/26/14

3.24.2 The Parties acknowledge and agree that that Buyer shall be solely responsible for any and all direct costs or expenses incurred in connection with operating the NBO Business after the Closing, including without limitation payment for all purchases through Seller's manufacturers, all marketing or promotional expenses in connection with the sale of Products after the Closing.

3.24.3 The Services contemplated under this paragraph will terminate This Agreement will terminate on the earlier of (x) February 1, 2011, or (y) the date on which Buyer notifies Seller that the performance of a specific Service is being fully assumed by Buyer, and that Seller will have no further responsibility with respect to the performance of such Service pursuant to this Agreement, or (z) upon mutual written agreement of the Parties.

3.24.4 Subject to the terms and conditions contained in this Agreement, Seller hereby grants to Buyer a limited, non-exclusive, non-transferrable license to use the name "Nature's Baby Products, Inc." solely in connection with the sale of Inventory acquired by Buyer pursuant to the Asset Purchase Agreement which has been imprinted by Seller with the name "Nature's Baby Products, Inc." prior to the Closing, for the limited purpose of disposing of such Inventory. Buyer acknowledges and agrees that the foregoing license does not permit Buyer to, and Buyer covenants and agrees that Buyer will not, reference or use the name "Nature's Baby Products, Inc." The rights granted to Buyer pursuant to this Section shall immediately terminate and be of no force or effect on the earlier of (i) July 1, 2010; (ii) the earlier termination of this Agreement; or (iii) any material modification or change by Buyer in the ingredients, formula or manufacturing processes used for the Product, or any other change with respect to the Product that varies substantially from the Product marketed and sold by Seller prior to the Closing.

3.24.5 Subject to the terms and conditions contained in this Agreement, Buyer hereby grants to Seller a limited, non-exclusive, non-transferrable license to use the brand name, trademark and tradename "Nature's Baby Organics" solely in connection with the performance of Services for and on behalf of Buyer pursuant to this Agreement. Seller acknowledges and agrees that the foregoing license does not permit Seller to, and Seller covenants and agrees that Seller will not, reference or use the name and/or trademark "Nature's Baby Organics". The rights granted to Seller pursuant to this Section shall immediately terminate and be of no force or effect on the earlier of (i) February 1, 2010; (ii) the earlier termination of this Agreement; or (iii) by mutual agreement of the Parties.

3.24.6 Seller acknowledges that Buyer retains sole and exclusive rights to the brand name, trademark and tradename "Nature's Baby Organics", and that such name constitutes a unique and valuable asset of Buyer. Seller agrees to preserve and protect such name, and to do nothing to tarnish the image or reputation of such name as a brand name, trademark and tradename.

3.24.7 Seller will provide post-Closing purchasing and logistics services with respect to the Products, and for the benefit of the Buyer, include but are not limited to:

- a. *Purchase Orders and Payment:* Forward to the Buyer all of the Purchase Orders and payment that may be forwarded to the Seller during the transition period immediately after receipt.
- b. *Demand Planning.* Seller will educate Buyer's transition team regarding the Seller's demand planning, inventory replenishment and forecasting models; cooperate with Buyer in transferring the historical data for the NBO Business to Buyer's computer information

- system; and assist Buyer in developing fully-functioning comparable demand planning and inventory replenishment programs.
- c. *Drop Shipment and Delivery* Seller will educate Buyer's transition team regarding the procedures Seller follows to coordinate drop shipments, delivery; and coordinate introductions of Buyer's representatives to key personnel.
 - d. *Order Tracking*. Seller will continue to provide order tracking services and educate Buyer's transition team regarding Seller's order tracking procedures
 - e. *Direct to Consumer Sales*. Seller will continue to service and fulfill orders for Products received through Seller's website or by telephone. The Buyer intends to transfer direct to consumer sales, and small volume retail sales, to Buyer's out-source service provider and Seller will cooperate with Buyer and its service provider to transfer customer sales history and contact information to the out-source service provider.
 - f. *Packaging and Labels*. Seller will not order packaging materials or labeling for any Products post-Closing without receiving prior written authorization and approval from Buyer.

3.24.8 Seller will perform all post-Closing Services with the standard of care and the service levels at which such Services, or similar services, were performed by Seller before the Closing. Buyer acknowledges that Seller is agreeing to provide the post-Closing Services to assist Buyer in the transition of the NBO Business, but that Buyer retains ultimate responsibility for the transition and the success or failure of the NBO Business following the Closing, and Seller shall have no liability with respect to the Services or with respect to the NBO Business after the Closing.

3.25 Taxes. California sales taxes, if any, payable on the sale of any assets herein are the responsibility of the Buyers. Except for California sales taxes, Seller shall pay all federal, state and local sales, documentary and other transfer taxes, if any, due as a result of payments received under this Asset Purchase Agreement and file all such tax returns.

ARTICLE IV. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Buyer hereby represents and warrants as of the Closing and covenants to Seller that:

4.1 Organization. Buyer is a corporation duly and validly organized and existing and in good standing under the laws of the State of Arizona and has full power to purchase the Assets pursuant to this Agreement.

4.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement are within the corporate power of Buyer and have been duly authorized by all necessary corporate action by Buyer. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Buyer, the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

4.3 No Violation or Conflict. The execution, delivery and performance of this Agreement, and all documents and instruments required hereby do not and will not conflict with or violate any law, regulation, judgment, order, decree, the Articles of Incorporation or Bylaws of Buyer or any contract or agreement to which Buyer is a party or by which Buyer is bound.

4.4 Assumption of Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer shall assume effective as of the Closing, and from and after the Closing Buyer

shall pay, discharge or perform when due, as appropriate, only the following Liabilities of the Seller (collectively, the "Assumed Liabilities"), and no other Liabilities of Seller or any its Affiliates: (i) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of the NBO Business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller or its Affiliates on or prior to the Closing and (ii) all Liabilities set forth in Exhibit M hereto. For the avoidance of doubt, Assumed Liabilities shall not include any accounts payable of Seller.

**ARTICLE V.
SELLER DELIVERIES AT CLOSING**

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

5.1 Compliance With Agreement. Seller shall have performed and complied with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

5.2 Proceedings and Documents Satisfactory. All proceedings to be taken in connection with the transactions contemplated by this Agreement, and all documents, incident thereto, shall be reasonably satisfactory in form and substance to Buyer.

5.3 Representations and Warranties. The representations and warranties made by Seller in this Agreement shall be true and correct as of the Closing Date.

5.4 Ancillary Documents. Seller shall have delivered to Buyer the following documents, each properly executed and dated as of the Closing Date:

- 5.4.1.1 Certificate of Payables
- 5.4.1.2 2010 Sales Statement;
- 5.4.1.3 Assignment of Trademarks, Service Marks, Domain Names, Social Networking sites and copy rights;
- 5.4.1.4 Consents necessary to consummate the sale and purchase of Assets;
- 5.4.1.5 Releases of liens or charges attached to any of the Assets;
- 5.4.1.6 Inventory Certificate; and
- 5.4.1.7 Any and all other agreements, documents and certificates to be delivered by Seller in connection herewith.

5.5 No Material Change. There shall not have occurred prior to the Closing Date any condition, change or event which has had or would reasonably be expected to have a material adverse effect on the NBO Business or the Assets.

**ARTICLE VI.
BUYER DELIVERIES AT CLOSING**

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

6.1 Compliance with Agreement. Buyer shall have performed and complied with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

6.2 Proceedings and Documents Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to Seller.

6.3 Representations and Warranties. The representations and warranties made by Buyer in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if those such representations and warranties had been made on the Closing Date.

6.4 Payment of Purchase Price. Buyer shall have paid to Seller the Purchase Price set forth in this Agreement.

6.5 Ancillary Documents. Buyer shall have delivered to Seller the following documents, each properly executed and dated as of the Closing Date:

6.5.1 Promissory Note

6.5.2 any and all other agreements, documents and certificates to be delivered by Buyer in connection herewith.

**ARTICLE VII.
INDEMNITY; TERMINATION; MISCELLANEOUS**

7.1 Survival of Representations, Warranties, and Covenants. All representations, warranties of Buyer and Seller contained in this Agreement or made pursuant hereto shall survive the consummation of the transactions contemplated by this Agreement for one year following the Closing Date. The covenants and agreements which by their terms do not contemplate performance after the Closing shall survive the Closing for a period of one year. The covenants and agreements which by their terms contemplate performance after the Closing Date shall survive the Closing indefinitely.

7.2 Seller shall indemnify and hold Buyer harmless from and against, and shall promptly defend Buyer from and reimburse Buyer for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorneys' fees and other legal costs and expenses) which Buyer may at any time suffer or incur, or become subject to, as a result of or in connection with (i) the use of Assets or the operation of the business conducted therewith before the Closing Date, (ii) Seller's failure or refusal for any reason to perform obligations or to pay any of Seller's or its Affiliates' Liabilities, other than the Assumed Liabilities (the "Excluded Liabilities"), and (iii) any breach or inaccuracy of any of the covenants, undertakings, representations, or warranties made by Seller in or pursuant to this Agreement; provided, however, in no event shall such indemnification obligation with respect to any breach of

inaccuracy of any representations or warranties made by Seller become effective unless and until the aggregate amount of such obligations exceeds \$5,000, and then only with respect to such excess amount; provided, further that in no event shall such indemnification obligation with respect to any breach or inaccuracy of any representations or warranties made by Seller exceed, in the aggregate the Purchase Price.

7.2.1 In the event a claim arises which is covered by the indemnity in this section of this Agreement, notice shall be promptly given by Buyer to Seller and, to the extent that Seller accepts full responsibility for such claim under the indemnity, Seller shall have the right to control all settlements (unless Buyer agrees to assume the cost of settlement) and to select lead counsel to defend any and all such claims at the sole cost and expense of Seller. Buyer may select counsel to participate in any defense, in which event Buyer's counsel shall be at the sole cost and expense of Buyer. In connection with any such claim, action or proceeding, the parties shall cooperate with each other and provide each other with access to relevant books and records in their possession.

7.3 Buyer's indemnity.

7.3.1 Buyer shall indemnify and hold Seller harmless from and against, and shall promptly defend Seller from and reimburse Seller for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including without limitation, reasonable attorneys' fees and other legal costs and expenses) which Seller may at any time suffer or incur, or become subject to, as a result of or in connection with (i) the use of the Assets or the operation of the business to be conducted therewith on and after the Closing Date, (ii) Buyer's failure or refusal to timely perform any obligations under or to pay any of the Assumed Liabilities, and (iii) any material breach or inaccuracy of any of the covenants, undertakings, representations, or warranties made by Buyer in or pursuant to this Agreement; provided, however, in no event shall such indemnification obligation with respect to any breach or inaccuracy of any representations or warranties made by Buyer become effective unless and until the aggregate amount of such obligation exceeds \$5,000, and then only with respect to such excess amount; provided, further that in no event shall such indemnification obligation with respect to any breach or inaccuracy of any representations or warranties made by Buyer exceed, in the aggregate, the Purchase Price.

7.3.2 In the event a claim arises which is covered by the indemnity in this section of this Agreement, notice shall be promptly given by Seller to Buyer and, to the extent that Buyer accepts full responsibility for such claim under the indemnity, Buyer shall have the right to control all settlements (unless Seller agrees to assume the cost of settlement) and to select lead counsel to defend any and all such claims at the sole cost and expense of Buyer. Seller may select counsel to participate in any defense, in which event Seller's counsel shall be at the sole cost and expense of Seller. In connection with any such claim, action or proceeding, the parties shall cooperate with each other and provide each other with access to relevant books and records in their possession.

7.4 Noncompete; Nondisparagement.

7.4.1 Seller, its officers and directors and Affiliates ("Restricted Persons" and each, a "Restricted Person") covenants that, commencing on the Closing Date and ending on the third anniversary of the Closing Date (the "Restricted Period"), such Restricted Person shall not, and such Restricted Person shall cause such Restricted Person's Affiliates not to, directly or indirectly, in any capacity, engage in or have any direct or indirect ownership interest in, or permit such Restricted Person's or any such Affiliate's name to be used in connection with, any business anywhere in the world which is engaged, either directly or indirectly, in the business

of developing, manufacturing, marketing or selling any products relating NBO Business and NBO Product Line which intended for human consumption or providing any services which are competitive with the foregoing (the "Restricted Business"). Each Restricted Person hereby acknowledges that the Restricted Business is expected to be conducted throughout the world and that more narrow geographical limitations of any nature on this non competition covenant are therefore not appropriate.

7.4.2 Each Restricted Person hereby covenants and agrees that during the Restricted Period, such Restricted Person shall not, and such Restricted Person shall cause such Restricted Person's Affiliates not to, directly or indirectly: (i) disparage the Buyer, any of its Affiliates, the Products or the NBO Business to (x) any supplier, customer or client or prospective supplier, customer or client of the NBO Business, or to (y) any other Person, or (ii) encourage any supplier, customer or client or prospective supplier, customer or client not to retain, or continue to retain, the services of the NBO Business, Buyer or any Affiliate thereof.

7.4.3 Each Restricted Person hereby acknowledges that the restrictions contained in this Section 7.4 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. Each Restricted Person hereby acknowledges that any violation of this Section 7.4 will result in irreparable injury to Buyer and agrees that Buyer shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Section 7.4, which rights shall be cumulative and in addition to any other rights or remedies to which Buyer may be entitled. Without limiting the generality of the foregoing, the Restricted Period shall be extended for an additional period equal to any period during which a Restricted Person or such Restricted Person's Affiliates are in breach of his or its obligations under this Section 7.4.

7.4.4 In the event that any covenant contained in this Section 7.4 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable law. The covenants contained in this Section 7.4 and each provision thereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

7.5 Access to Information. Prior to the Closing, and subject to the restrictions set forth in the Confidentiality Agreement entered into between Buyer and Seller, the Seller shall permit the Buyer to have reasonable access to the properties, books and records of the Seller and Seller shall furnish such information and documents as the Buyer may reasonably request.

7.6 Further Assurances. From time to time after the Closing Date, upon the reasonable request of Buyer, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Buyer may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to any of the Assets. Seller agrees to cooperate with Buyer in all reasonable respects

to assure to Buyer the continued title to and possession of the Assets in the condition and manner contemplated by this Agreement.

7.7 Contact with Customers and Suppliers. Buyer shall have the right to contact and communicate with the Seller's retail customers, distributor, brokers and suppliers in connection with the transaction contemplated herein but only with the prior consent of the Seller, which will not be unreasonably withheld or delayed, and which consent may be conditioned upon an officer of the Seller being present at any such meeting or conference; provided, however, that any communication with Seller's customers, distributors, brokers and suppliers from and after the Effective Date of this Agreement regarding the transaction contemplated herein shall be a joint communication made by Seller and Buyer, or a communication expressly approved and authorized by Buyer.

7.8 Publicity. Prior to the Closing Date the Parties agree that none of them will issue any press release or other public announcement concerning the transactions contemplated by this Agreement and after the Closing Date each of Buyer and Seller, or Buyer and Seller jointly, may issue a press release or public announcement subject to Buyer or Seller, as the case may be, agreeing to the content of any such press release or public announcement before its release.

7.9 Bulk Sales Laws. Buyer and Seller hereby waive compliance by Buyer and Seller with the bulk sales law and any other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement; provided, however, that Seller shall pay and discharge when due all claims of creditors asserted against Buyer, the Assets or the NBO Business by reason of such noncompliance and shall take promptly all necessary actions required to remove any lien which may be placed upon any of the Assets by reason of such noncompliance.

7.10 Expenses. Each Party shall bear its own costs and expenses in connection with this Agreement, the Transition Services and the transactions contemplated hereby and thereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties, whether or not the transactions contemplated by this Agreement are consummated.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. The Parties agree that the delivery of this Agreement and any other agreements and documents at the Closing, may be effected by means of an exchange of facsimile signatures or email transmission of scanned copies of signatures with original copies to follow by mail or courier service.

7.12 Governing Law. This Agreement shall be deemed made and accepted in the State of California, and shall be construed, performed and enforced in accordance with the laws of the state of California, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

7.13 Assignment. This Agreement shall not be assigned by any Party; provided, that Buyer may assign this Agreement without the prior consent of any other Party hereto (a) to any of its Affiliates, (b) for collateral purposes to any lender providing debt financing to Buyer or any of its Affiliates or (c) subsequent to the Closing, to any transferee of all or substantially all of the assets of the NBO Business; provided, further, that all obligations of Buyer are assumed by the transferee and

the transferee is not released from any of Buyer's obligations hereunder. Any attempted assignment in violation of this Section 7.13 shall be null and void

7.14 Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other parties or three (3) days after deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until any party notifies the other parties in accordance with this section of a change of address:

If to Seller : N60
22649 VENTURA BLVD #128
WOODLAND HILLS, CA 91364

B7 [Signature]

If to Buyer: NATURES ORGANIC LLC
195 PACIFIC VIEW BL
ENCINITAS, CA 92024

B7 [Signature]

7.15 Interpretation. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

7.16 Alternative Dispute Resolution. Any controversy, dispute or question arising out of or relating to this Agreement shall be determined, if possible, by good faith negotiation between the Parties or by mediation. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation to ADR Services, Inc. (www.ADRservices.org) center located in Los Angeles County, California. The Parties agree they will participate in the mediation in good faith, and in compliance with such rules and procedures established by ADR Services, inc. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. The provisions of this clause may be enforced by any Court of competent jurisdiction. In the event good faith negotiation and/or mediation fail to finally resolve disputes or disagreements, then either Party may resort to litigation in a federal or state court located in either California or Arizona that has jurisdiction over the Parties.

7.17 Entire Agreement; Amendment. This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or

B7 [Signature]

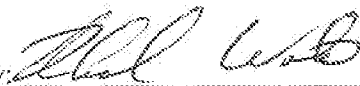
termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement, whether or not similar, shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Signature Page Follows

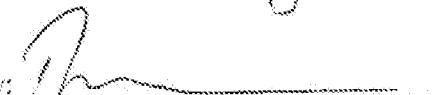
Handwritten initials or signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

SELLER

By: 
Name:
Title:

BUYER

Behnam Segace Managing Member
By: 
Name: *John A. Yaqer*
Title: *General Manager*

LITIGATION
(Section 3.10)

Seller has been threatened with internal corporate governance litigation by minority shareholders Adena and Harold Surabian. Buyer has discussed the minority shareholder's claims and seller has disclosed the nature of the assertions by Seller and is aware of her opposition and hostility towards the majority shareholder of NBP, Inc. Seller will defend any internal shareholder dispute.

As indicated in Section 3.4 above, Buyers have been provided with a licensing agreement for Nature's Baby, consent agreement relating to trademark registration of Nature's Baby Organics by the Seller and photo release forms relating to Ms. Surabian's trademark and copyright claims and will close the transaction with full awareness of Ms. Surabian's claims and will evaluate those assertions on their own and is not relying on any opinions suggested by Sellers on the validity of any use of any name or likeness used by Seller. Seller will not indemnify the Buyer any legal action filed by Adena Surabian relating to Nature's Baby trademark or any use she may make out of "Nature's Baby" trademark. Notwithstanding the foregoing paragraph, Seller hereby warrants that "Nature's Baby Organics" is fully owned by the Seller and Seller has full legal rights to transfer, assign or convey "Nature's Baby Organics" to the buyer under this Asset Purchase Agreement.

Buyer is aware that Adena Surabian may bring an action seeking to invalidate any NBP trademarks, Buyer may be required to defend or prosecute such trademark or trade name actions at Buyer's own expense with Seller's full cooperation, provided that documents provided by Buyer to Seller are the only documents relating to NBO Trademarks and at the time of execution of the Purchase Agreement, NBO Trademarks, specifically, "Nature's Baby Organics" are fully owned by the Seller and Seller has a full legal rights to transfer, assign or convey "Nature's Baby Organics" to the Buyer under this Asset Purchase Agreement.

