

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
Abaco Partners, LLC		09/22/2010	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Grand Northern Brands, LLC
Street Address:	9000 Byron Commerce Dr SW
City:	Byron Center
State/Country:	MICHIGAN
Postal Code:	49315
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3718658	E
Registration Number:	3274531	LANDER ESSENTIALS
Registration Number:	3005186	AMERICA'S HEALTH & BEAUTY CARE COMPANY
Registration Number:	3268777	LANDERX
Registration Number:	2298326	
Registration Number:	2813298	KIDS CLUB
Registration Number:	2847649	VIENNA SPRINGS NATURALS
Registration Number:	2394831	
Registration Number:	2232073	LANDER
Registration Number:	1987334	
Registration Number:	1833100	LANDER
Registration Number:	1843464	POLAR ICE
Registration Number:	1682578	LANDER
Registration Number:	1621962	LANDER

TRADEMARK

900187976

REEL: 004511 FRAME: 0209

OP \$515.00 3718658

Registration Number:	1623203	LANDER
Registration Number:	1107685	LANDER
Registration Number:	0869475	LANDER
Registration Number:	0910729	DIXIE PEACH
Registration Number:	0650237	LANDER
Serial Number:	77952932	SUREFIL LLC

CORRESPONDENCE DATA

Fax Number: (616)632-8002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6166328000
Email: jpuplava@mmbjlaw.com
Correspondent Name: Jennifer A. Puplava
Address Line 1: 900 Monroe Avenue NW
Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	36299-37992
NAME OF SUBMITTER:	Jennifer A. Puplava
Signature:	/Jennifer A. Puplava/
Date:	03/30/2011

Total Attachments: 6
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ASSIGNMENT

THIS ASSIGNMENT is made effective as of September 23, 2010 by ABACO PARTNERS LLC, a Michigan limited liability company ("**Assignor**"), and GRAND NORTHERN BRANDS, LLC, a Michigan limited liability company ("**Assignee**").

RECITALS:

WHEREAS, Assignor is the holder of rights in and to the following assets, including, but not limited to, those identified on Exhibit A (collectively, the "**Lander Brand Assets**"):

(a) all intellectual property rights, relating exclusively to the "Lander" "Young 'n free" and "Dixie Peach" brands, and all variations, derivations and translations thereof, in which Assignor has any right, title and interest, including marks owned by, licensed to and/or exploited by Assignor, relating thereto in the United States, its territories, and Canada (collectively, "**Lander Brand**"): (i) patents and applications therefor, including continuations, divisional, continuations-in-part, or reissue patent applications and patents issuing thereon; (ii) registered and unregistered trademarks (including common law trademarks), service marks, trade names, service names, brand names, fictional or assumed names, all trade dress rights, logos, slogans, internet domain names and corporate names, together with the goodwill associated with the foregoing, and applications, registration and renewals thereof; (iii) all United States and foreign copyrights and registrations and applications therefor and works of authorship, and mask work rights; (iv) product formulations and specifications; (v) brand related property and advertising materials, copy, commercials, images, artwork and campaigns; (vii) other proprietary rights relating to any of the foregoing; and (viii) all claims against third parties arising relating to any infringement or other violation of the foregoing and all remedies available with respect to such claims;

(b) all documents relating exclusively to the Lander Brand Assets;

(c) all available tooling customized for the Lander Brand Assets owned by Assignor, including, but not limited to, bottle molds;

(d) all available printing plates for labels and corrugate predominantly used in connection with the Lander Brand Assets;

(e) all available bill of materials, formulas with percentage weight, mix instructions, testing requirements and specifications for raw materials packaging components, bulk product, finished product and stabilities (if applicable) sampling and retain requirements, all applicable test methods, material safety data sheets (MSDS), bottle coding and shipper coding requirements, fill specification including specific gravity, torque specification for cap if applicable, expiration date or freeze warning requirements, label placement requirements, label artwork, bottle drawing, cap drawing, shipper artwork, shipper layout, and pallet pattern, in each case regarding the Lander Brand Assets.

WHEREAS, Assignor is the holder of Intellectual Property rights used by or in the business of Assignor or previously owned, used by or exploited by or in the business of Surefil, LLC. For purposes of this Assignment, "Intellectual Property" means all product formulations and specifications, registered trademarks or service marks and all trademark and service mark applications, all common law trademarks, trade names, trade dress and logos, all copyrights (including copyrighted content on internet sites to the extent related to Assignor or Surefil, LLC), all domain names, all know-how, trade secrets and other confidential information, inventions, ideas, discoveries, patent applications and granted patents (including any and all continuations, continuations-in-part, additions and divisions thereof, and any and all patents issuing from the patent applications, and any reissues, reexaminations, renewals, extensions, and substitutions of any of the patents), and all industrial designs, owned by Assignor (collectively, the "**Surefil Related Intellectual Property**").

WHEREAS, Assignor wishes to assign and convey the Lander Brand Assets and the Surefil Related Intellectual Property to Assignee, and Assignee wishes to acquire the Lander Brand Assets and the Surefil Related Intellectual Property in accordance with the terms and conditions hereof.

AGREEMENT:

In view of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree with the above Recitals and acknowledge and agree as follows:

1. **ASSIGNMENT.** Assignor assigns and conveys to Assignee all of its right, title and interest in and to the Lander Brand Assets and the Surefil Related Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including all common-law rights associated therewith by virtue of their use in commerce, for all lawful purposes or uses, including, but not limited to the manufacture, sale, marketing, distribution of goods, products and/or services in the United States, its territories and Canada, provided, however, that any rights to use the Lander Brand in Canada are assigned only to the extent that Assignor has any rights to the Lander Brand in Canada. Assignor makes no representations or warranties as to its rights in the Lander Brand in Canada.

2. **FURTHER ASSURANCE.** Assignor agrees that it will, at any time and from time to time upon request of Assignee, execute, acknowledge and deliver or use reasonable efforts to cause to be executed, acknowledged and delivered, all such further reasonable instruments, assignments, transfers, conveyances, assurances and other documents as may be required to affect the transaction contemplated by this Assignment. In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

3. **ACKNOWLEDGMENT OF ASSIGNEE.** Assignee acknowledges that it is aware of the terms and conditions of paragraph 3 of that certain Agreement made as of the 30th day of October, 2008, by and among Surefil, LLC, Grand Brands, LLC, CMA International, LLC, Oleander Intangibles, LLC, and Oleander Brands International, LLC. Assignor further acknowledges that it is aware of the terms and conditions of paragraph 5 of that certain Bill of Sale and Assignment dated October 31, 2008, by and between Surefil, LLC, Grand Brands, LLC, Oleander Brands International, LLC and Oleander Intangibles, LLC. Assignee agrees to abide by the restrictions contained in those paragraphs.

4. **WARRANTY DISCLAIMER.** ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS OR PRODUCTS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5. **MISCELLANEOUS.** This Assignment and the rights and obligations hereunder shall insure to the benefit of and shall be binding upon each of Assignee's and Assignor's respective affiliates, successors and assigns. This Assignment shall be governed by the laws of the State of Michigan, without regard to conflict of law principles. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to that subject matter.

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IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the date first written above.

ABACO PARTNERS LLC

By: William C. Hunt

Its: Manager

GRAND NORTHERN BRANDS, LLC



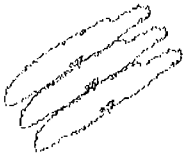
By: William C. Hunt



Its: Manager

EXHIBIT A

LANDER BRAND TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS:

Mark and Words	Registration Number
 (words only): E	3718658
LANDER ESSENTIALS (words only): LANDER ESSENTIALS	3274531
 (words only): Surefil LLC	3892459
AMERICA'S HEALTH & BEAUTY CARE COMPANY (words only): AMERICA'S HEALTH & BEAUTY CARE COMPANY	3005186
LANDER_X (words only): LANDERX	3268777
KIDS CLUB	2813298
VIENNA SPRINGS NATURALS	2847649
	2298326

Mark and Words	Registration Number
	2394831
LANDER	2232073
	1987334
LANDER	1833100
POLAR ICE	1843464
LANDER	1682578
LANDER	1621962
LANDER	1623203
LANDER	1107685
DIXIE PEACH	0910729
LANDER	0869475
LANDER	0650237

TRADEMARK APPLICATIONS:

Mark and Words	Serial Number
BIOPROFESSIONAL	Unfiled