

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insolvency Services Group, Inc.		02/10/2011	CORPORATION: CALIFORNIA
GeniSoy Food Company, Inc.		02/10/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Downright Healthy Foods LP		
<b>Street Address:</b>	555 Steeprock Dr.		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M35 3Z6		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78276990	CARB CRUNCHERS	
Registration Number:	2090101	GENISOY	
Registration Number:	1601841	HARD BODY	
Serial Number:	78276994	LOW CARB CRUNCH	
Registration Number:	1282064	MLO	
Registration Number:	1445928	MUS-L-ON	
Serial Number:	76526545	PERFECT FIT	
Registration Number:	2137457	THE MAGIC OF SOY	
Serial Number:	76325570	XTREME KRUNCH	
Registration Number:	3127885	GENISOY NATURAL CHOICE	
Serial Number:	85084130	BEYOND SNACKS	
Registration Number:	3450166	GENISOY SMART HEARTS	
Registration Number:	3296523	SOYTATO	

CH \$340.00 78276990

**CORRESPONDENCE DATA**

Fax Number: (714)546-9035  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (714) 641-5100  
Email: rmarr@rutan.com, trademarks@rutan.com, scain@rutan.com,  
ezaskoda@rutan.com  
Correspondent Name: Richard F. Marr  
Address Line 1: 611 Anton Boulevard  
Address Line 2: Suite 1400  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	028713.0002
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Erin R. Zaskoda
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Signature:	/Erin R. Zaskoda/
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Date:	04/11/2011
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**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into by and between Insolvency Services Group, Inc., a California corporation, with its address at 9107 Wilshire Blvd., Ste 800, Beverly Hills, CA 90210 (the "Seller"), acting solely in its capacity as the Assignee for the Benefit of the Creditors of Genisoy Food Company, a California corporation (the "Assignor"), pursuant to that General Assignment entered into by and between Seller and Assignor, and Downright Healthy Foods LP, a corporation organized under the laws of Ontario, Canada, with its address at 555 Steeprock Dr., Toronto, Ontario, Canada M35 3Z6 (the "Buyer").

### RECITALS

WHEREAS, Seller intends hereby to assign and convey all right, title and interest assigned and conveyed to Seller by Assignor in and to certain trademarks, service marks and/or trade names, as identified in Schedule A, attached hereto and incorporated herein by reference (collectively, the "Assigned Marks"); and

WHEREAS, Buyer desires to accept, receive and acquire from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Marks; and

WHEREAS, Seller and Buyer have executed a certain Asset Purchase Agreement, with an effective date of the date hereof ("APA"), which provides for this Assignment of the Assigned Marks; and

WHEREAS, it is desired that the assignment of the Assigned Marks, and registrations thereof and applications therefore, be made of record in the United States Patent and Trademark Office, and any other appropriate Patent and Trademark Office;

NOW, THEREFORE, pursuant to said APA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

### AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.

2. Assignment. Seller hereby sells, assigns, transfers and sets over to Buyer the entire right, title and interest in and to the Assigned Marks assigned and conveyed to Seller by Assignor in and to

- a. the Assigned Marks;
- b. the goodwill of the business of Assignor associated with the use of the Assigned Marks;

- c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Assigned Marks (to the extent treated as Assumed Liabilities under the APA); and
- d. all other rights, including common law rights, relating to the Assigned Marks in the United States, to the extent such rights exist.

3. Assumption of Assigned Marks. Buyer hereby accepts, receives and acquires from Seller all right, title and interest assigned and conveyed to Seller by Assignor in and to the Assigned Marks, and assumes any and all duties and obligations in connection therewith.

4. Transfer. Seller and Assignor hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Assigned Marks to Buyer as assignee of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this instrument of assignment, and to issue to Buyer all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Marks.

5. Terms. The terms and covenants of this Assignment shall inure to the benefit of Seller and Buyer, their successors, assigns and other legal representatives, and shall be binding on each party and their successors, assigns and other legal representatives.

6. Cooperation. Seller and Buyer each agree to execute any and all documents and to do all other lawful acts as may be required or necessary to establish the rights assigned herein and the duties assumed hereunder, including any actions necessary to effectuate the transfer of the Assigned Marks.

7. APA. This Assignment is executed pursuant to the APA and is entitled to the benefits and subject to the provisions thereof.

8. Effect Of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the APA or affect or modify any of the rights or obligations of the parties under the APA. In the event of any conflict between the provisions hereof and the provisions of the APA, the provisions of the APA shall govern and control.

9. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in PDF format) shall be treated as if they were originals. The parties agree that this Assignment shall be

legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of February 10, 2011.

**SELLER:**

**INSOLVENCY SERVICES GROUP, INC.**

acting solely in its limited capacity as the Assignee  
for the Benefit of the Creditors of Assignor

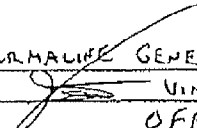
By: 

Name: JOEL R. WEINBERG

Title: CEO

**BUYER:**

**DOWNRIGHT HEALTHY FOODS LP**

By:  TOURMALINE GENERAL PARTNERS INC.

Name: VINCENT CASENINO

Title: OFFICER

**Schedule A**

**Trademark rights**

**I. United States Trademarks**

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Country or Region</u>
CARB CRUNCHERS	78/276,990	USA
GENISOY	2,090,101	USA
HARD BODY	1,601,841	USA
LOW CARB CRUNCH	78/276,994	USA
MLO & design	1,282,064	USA
MUS-L-ON	1,445,928	USA
PERFECT FIT	76/526,545	USA
THE MAGIC OF SOY	2,137,457	USA
XTREME KRUNCH	76/325,570	USA
GENISOY NATURAL CHOICE	3,127,885	USA
MLO MOTIVATE		USA
BEYOND SNACKS	85/084,130	USA
GENISOY SMART HEARTS	3,450,166	USA
SOYTATO	3,296,523	USA

**II. International Trademarks**

<u>Mark</u>	<u>Registration/Application No.</u>	<u>Country or Region</u>
PERFECT FIT	1182167	Canada
POWERSPORT	1182168	Canada
CARB CRUNCHERS	3618402	CTM
LOW CARB CRUNCH	3622982	CTM
MLO & design	1101328	CTM

MLO & design	235366	Czech Republic
HARD BODY	4092193	Japan
MLO	2005666	Japan
MLO	819822450	Brazil
MLO	193706	Slovak Republic
GENISOY PROTEIN CRUNCH	1234170	Canada
MLO	56991/2010	Switzerland
MLO & design	56992/2010	Switzerland