

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
Herb Pharm, Inc.		06/03/2011	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Herb Pharm, LLC
Street Address:	20260 Williams Highway
City:	Williams
State/Country:	OREGON
Postal Code:	97544
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2142522	HERB PHARM
Registration Number:	2612435	HERB PHARM
Registration Number:	3463293	IMMUNATTACK
Registration Number:	2462384	PHARMA KAVA
Registration Number:	2783336	PHARMA MACA
Registration Number:	2142521	SUPER ECHINACEA
Registration Number:	2344094	WHERE QUALITY GROWS

CORRESPONDENCE DATA

Fax Number: (503)972-3873
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 503-221-1440
 Email: lisa.gabel@tonkon.com
 Correspondent Name: Christopher D. Erickson
 Address Line 1: 888 SW Fifth Avenue
 Address Line 2: 1600 Pioneer Tower

OP \$190.00 2142522

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	33483-1 RE: ASSIGNMENT
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NAME OF SUBMITTER:	Christopher D. Erickson
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Signature:	/Christopher D. Erickson/
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Date:	06/08/2011
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), is made on June 3, 2011, by Herb Pharm, Inc., an Oregon corporation with an address of 20260 Williams Highway, Williams, Oregon 97544 ("**Company**"), in favor of Herb Pharm, LLC, a Delaware limited liability company with an address of 20260 Williams Highway, Williams, Oregon 97544 ("**Purchaser**").

WHEREAS, Company is the owner of all right, title and interest in and to the trademarks and trade names used in the Company's business, including without limitation those trademark registrations listed on Exhibit A to this Assignment (the "**Trademarks**"), and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Company and Purchaser are parties to that certain Asset Purchase Agreement, dated as of May 20, 2011 (the "**Purchase Agreement**"), among Purchaser, Company, and Company's shareholders;

WHEREAS, pursuant to the Purchase Agreement, Company has agreed to sell, convey, assign and transfer to Purchaser all of its right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Purchaser desires to acquire all right, title and interest Company may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Purchaser to file this Assignment with the United States Patent and Trademark Office and all other applicable intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Company to Purchaser.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Company agrees as follows:

1. Company hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present or future infringement of the Trademarks.

2. Company hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of all of Company's right, title and interest in and to the Trademarks.

3. As further set forth in the Purchase Agreement, Company shall, and shall cause its Affiliates (as defined in the Purchase Agreement) to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to effect the assignment contemplated hereby and to perfect Purchaser's title

in and to the Trademarks.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests in the Trademarks.

[Signature pages follow.]

IN WITNESS WHEREOF, Company has caused this Assignment to be duly authorized and executed as of the date hereof.

COMPANY:

Herb Pharm, Inc.

By: _____



Name: Marc Allen

Title: Chief Operating Officer


[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004556 FRAME: 0944


Exhibit A

Trademarks

United States Trademarks

Trademark	Registration No.
HERB PHARM	2,142,522
	2,612,435
IMMUNATTACK	3,463,293
PHARMA KAVA	2,462,384
PHARMA MACA	2,783,336
SUPER ECHINACEA,	2,142,521
WHERE QUALITY GROWS	2,344,094

Canadian Trademarks

Trademark	Registration No.
	TMA 608,348
HERB PHARM	TMA 548,879
PHARMA KAVA	TMA 555,679
PHARMA MACA	TMA 624,915

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