

**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>
Tiesta Tea Company		05/27/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aloe Vera of America, Inc.		
<b>Street Address:</b>	13745 Jupiter Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75238		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85157813	FOREVER YOUNG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)952-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-953-1181		
<b>Email:</b>	eevert@hitchcockever.com, sroberts@hitchcockever.com, docket@hitchcockever.com		
<b>Correspondent Name:</b>	Elisabeth A. Evert		
<b>Address Line 1:</b>	P O Box 131709		
<b>Address Line 4:</b>	Dallas, TEXAS 75313-1709		
<b>ATTORNEY DOCKET NUMBER:</b>	ALOE-35477		
<b>NAME OF SUBMITTER:</b>	Elisabeth A. Evert		
<b>Signature:</b>	/Elisabeth A. Evert/		
<b>Date:</b>	06/13/2011		

OP \$40.00 85157813

**Total Attachments: 5**

source=110527 Settlement with Tiesta - Fully Executed#page1.tif

source=110527 Settlement with Tiesta - Fully Executed#page2.tif

source=110527 Settlement with Tiesta - Fully Executed#page3.tif

source=110527 Settlement with Tiesta - Fully Executed#page4.tif

source=110527 Settlement with Tiesta - Fully Executed#page5.tif

## ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

This Assignment of Trademark and Related Rights (this "Agreement"), dated as of May 27, 2011 (the "Effective Date"), is made by and between Tiesta Tea Company ("Assignor"), an Illinois corporation having an address of 60 Hazelwood Drive, Champaign, Illinois 61820, and Aloe Vera of America, Inc. ("Assignee"), a Texas corporation having an address of 13745 Jupiter Road, Dallas, Texas 75238.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark FOREVER YOUNG adopted and used in connection with "Tea, custom blended tea and flavored teas," including but not limited to United States Trademark Application Number 85/157,813 for FOREVER YOUNG, filed on October 21, 2010, in International Class 30 (the "Mark"), all associated common law rights and appurtenant goodwill of the business symbolized by the Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, all associated common law rights, and all goodwill of the business symbolized by same; and

WHEREAS, Assignor desires to obtain a license to continue use of the Mark on and in connection with the recited goods for a period not to exceed six (6) months from the Effective Date for the purposes of extinguishing its existing inventory (the "Sell-Off Period");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

### I. SALE AND ASSIGNMENT OF THE MARK AND DOMAIN NAME

- A. Assignor, by these presents, sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Mark, including the right to sue for and to collect past damages, together with all common law rights and the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.
- B. Assignor hereby agrees to execute all documents necessary to effect the sales and transfers contemplated herein, including the Assignment of Trademark Rights attached hereto as Exhibit A.
- C. As sole monetary consideration for the sale of the assets set forth above and Assignor's other covenants set forth herein, Assignee agrees to pay to Assignor a one-time payment of Two Thousand Dollars (\$2,000.00). Such amount shall be due and payable within five (5) business days of (i) the execution of this Agreement by the last party to do so and delivery to counsel for Assignee, or (ii) Assignor's execution and delivery to counsel for Assignee of the documents contemplated in this Section I, whichever occurs last.

### II. THE LICENSE

- A. Assignee hereby grants to Assignor a royalty-free, non-assignable license to use the Mark in its current form during the Sell-Off Period (conditioned on Assignor not breaching of any of its covenants set forth in this Agreement), for use solely in <http://>connection with Assignor's sale of inventory of products, packaging and/or promotional materials existing as of the Effective Date. During the Sell-Off Period Assignor shall continue to use the Mark only in connection with goods that are of a quality and standard that are equivalent to those offered as of the Effective Date.
- B. During the Sell-Off Period, Assignor shall bring to a conclusion its use of the Mark and shall seek to extinguish all stock of merchandise and promotional materials (including printed publications, letterhead and Assignor's website) bearing the Mark. By the end of the Sell-Off Period, Assignor shall transition any and all products, packaging and/or

promotional materials to replace the Mark with a trademark that does not contain the term "FOREVER."

- C. Assignor acknowledges and agrees that time is of the essence in making the transition to an acceptable mark and, as such, will make reasonable commercial efforts to effect changes to its website, promotional materials and packaging as swiftly as possible.

III. NON-INTERFERENCE. Assignor agrees that at no time will it challenge, or cause to be challenged, or assist any other person or entity to challenge (i) Assignee's ownership in and to the Mark, the associated common law rights, or the appurtenant goodwill of the business, or (ii) Assignee's right to use the Mark in connection with any goods and/or services. Assignor agrees the cause each of its owners to comply with each of the covenants set forth in this Section III.

IV. RELATIONSHIP OF PARTIES. Nothing in this Agreement nor anything done by any party to this Agreement in the discharge of its obligations hereunder shall be deemed to constitute any party being the agent of any other party in any sense.

V. CHOICE OF LAW AND FORUM. This Agreement will be governed by the laws of the State of Texas without regard to its conflicts of laws principles and by the federal laws of the United States of America as appropriate. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in the United States District Court for the Northern District of Texas.

VI. SEVERABILITY. The parties to this Agreement agree that each and every paragraph, sentence, clause, term and provision of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other portions hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

VII. ENTIRE AGREEMENT, ETC. This writing constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement and shall supersede and replace all prior and contemporaneous agreements and understandings, written or oral, between the parties to this Agreement concerning such matters. Neither party has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties. No term or provision of this Agreement shall be varied or modified by any prior, contemporaneous or subsequent statement, conduct or act of the parties to this Agreement except that hereafter, the parties hereto may amend this Agreement by written instruments specifically referring to and executed in the same manner as this instrument. This Agreement and each of its provisions shall be interpreted according to the fair and common meaning of its terms and shall not be construed in favor of, or against, any of the parties hereto by reason of the extent to which any such party or his counsel participated in its drafting or by reason of the extent to which this Agreement or any such provision hereof is inconsistent with any prior draft hereof. In the event suit is brought to enforce or interpret this Agreement or any part hereof or the rights or obligations of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees to be fixed by the court.

VIII. REMEDIES. No remedy specifically conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, each and every remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, and the election by a party of one or more remedies shall not constitute a waiver of such party's right to pursue any other available remedy or remedies. As a consequence of the unique nature of the Mark, the parties agree that a monetary remedy for a breach of this Agreement will be inadequate, and that money damages will be impracticable and extremely difficult to prove, and further agree that such a breach would cause such party irreparable harm, and that in the event of such breach each party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Each party agrees that the other party shall be entitled to such relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting a bond or making any undertaking. Any such requirement of a bond or undertaking is hereby

waived by both parties, and each party acknowledges that in the absence of such a waiver, a bond or undertaking might otherwise be required by the court.

IX. ASSIGNMENT. This Agreement shall be freely assignable by Assignee, but shall be assignable by Assignor only with the written agreement of Assignee.

X. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

**Tiesta Tea Company (Assignor)**

By: 

Robert Moynihan  
Printed Name

Title: Director of Design

Date: 5/27/11

**Aloe Vera of America, Inc. (Assignee)**

By: 

Navaz Ghoswala  
Printed Name

Title: Executive Vice President

Date: May 31, 2011

EXHIBIT A

CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS

**CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS**

This Confirmatory Assignment of Trademark Rights ("Agreement"), dated as of May 27, 2011, 2011 (the "Effective Date"), is by and between Tiesta Tea Company ("Assignor"), an Illinois corporation, having an address of 60 Hazelwood Drive, Champaign, Illinois 61820, and Aloe Vera of America, Inc. ("Assignee"), a Texas corporation having an address of 13745 Jupiter Road, Dallas, Texas 75238.

WHEREAS, Assignor is the owner of United States Trademark Application Number 85/157,813 for FOREVER YOUNG, filed on October 21, 2010, for use in connection with "Tea, custom blended tea and flavored teas" in International Class 30 (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, as well as all goodwill of the business symbolized by the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Mark, including the right to sue for and to collect past damages, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement to be effective as of the Effective Date.

**Tiesta Tea Company (Assignor)**

By: [Signature]  
Robert Moyukhan  
Printed Name

Title: Director of Design

Date: 5/27/11

**Aloe Vera of America, Inc. (Assignee)**

By: [Signature]  
Navaz Ghaswala  
Printed Name

Title: Executive Vice President

Date: May, 31, 2011