

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
Lubrigreen, LLC		09/21/2011	LIMITED LIABILITY COMPANY: MONTANA
RECEIVING PARTY DATA			
Name:	Lubrigreen Biosynthetics, LLC		
Street Address:	17571 Von Karman Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	LIMITED LIABILITY COMPANY: MONTANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3994612	LUBRIGREEN	
CORRESPONDENCE DATA			
Fax Number:	(617)523-6850		
Email:	robyn.lecesse@hkllaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Elizabeth R. Burkhard		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116-3889		
ATTORNEY DOCKET NUMBER:	128033.0000X		
NAME OF SUBMITTER:	Robyn L. Lecesse		
Signature:	/Robyn L. Lecesse/		

OP \$40.00 3994612

Date:

09/21/2011

Total Attachments: 6

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ASSIGNMENT AND CONFIRMATION OF TRANSFER OF RIGHTS

This Assignment and Confirmation of Transfer of Rights (the "Confirming Agreement") is made and entered into as of the 21st day of September, 2011, by Lubrigrreen, LLC ("Assignor"), and Lubrigrreen Biosynthetics, LLC, a Montana corporation ("Assignee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Assignor and Assignee entered into an agreement entitled Assignment Agreement dated September 12, 2011 (the "Underlying Agreement"), a true and accurate copy of which is attached as Exhibit A;

WHEREAS Assignor was the owner of the LUBRIGREEN trademark and corresponding United States Trademark Registration, US Reg. No. 3994612, (the "Trademark"), along with all business associated with the Trademark and the good will of the business connected with the use of the Trademark and symbolized thereby;

WHEREAS, pursuant to the Underlying Agreement, Assignor transferred all of its right, title and interest in and to the Trademark, along with all business associated with the Trademark and the good will of the business connected therewith, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademark;

WHEREAS Assignor and Assignee are now desirous of evidencing and confirming the transfer of all right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of such Trademark and symbolized by the Trademark, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademark for recordation with the United States Patent and Trademark Office ("USPTO");

NOW THEREFORE, for good and valuable consideration, including the parties' interest in clarifying and confirming record title to the Trademark, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms (i) the existence of the Underlying Agreement, and (ii) that the Underlying Agreement transferred to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of such Trademark and symbolized by the Trademark and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademark. In addition, for the avoidance of doubt and to ensure clear record title to the Trademark, Assignor hereby assigns to Assignee, effective as of September 12, 2011, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of such Trademark and symbolized by the Trademark and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademark.

LUBRIGREEN, LLC

By: 

Name: Allen Barbieri

Title: CEO

Date: 9-21-2011

EXHIBIT A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") is entered into as of this 12th day of September, 2011, by and between Lubrigreen, LLC ("Assignor"), and Lubrigreen Biosynthetics, LLC ("Assignee").

RECITALS

A. Assignor holds certain trademarks and other intellectual property ("Intellectual Property").

B. Assignor desires to assign to Assignee the entire right, title, and interest in the Intellectual Property and all other assets of the Assignor.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 "**Intellectual Property**" shall mean all Trademarks, business plans, financial data, marketing plans, supplier or customer lists, forecasts, know-how, concepts, inventions, techniques, system designs, prototypes, ideas or other intellectual property or proprietary rights of Assignor related to its business, including, without limitation, prototypes, business presentations, strategy documents and market validation process documents and analysis relating to its business.

1.2 "**Trademarks**" shall mean all United States and foreign registered and common law trademarks, trade names, service marks and logos, or applications therefore, whether or not registration for such mark exists or is pending, that Assignor may own, or have the right to sublicense hereunder, together with all other trademark, trade name, service mark or logo interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of an symbolized by such marks including the right to sue for, settle, or release an past, present, or future infringement thereof or unfair competition involving the same, which were developed for or acquired in connection with its business.

2. **Assignment.** Assignor hereby assigns, grants, transfers, and sets over to Assignee all right, title, and interest in and to all assets of the Assignor, including, but not limited to, all tangible property, employment contracts, service contracts, all Intellectual Property, and all goodwill associated therewith. Such Intellectual Property shall include (a) the right to use, copy, modify, exploit, license, assign, convey and pledge the Intellectual Property, (b) the right to exclude others from using the Intellectual Property, (c) the right to sue others and collect damages for past present and future infringement of the Intellectual Property, (d) the right to create derivative works of the Intellectual Property, and (e) the right to file and prosecute applications for registration, now pending or hereinafter initiated, to protect any rights in the Intellectual Property. Assignor agrees to cooperate with Assignee in executing any documents necessary to record the assignment of the Intellectual Property.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee, its successors and assigns as follows:

3.1 The Intellectual Property has been independently created and developed solely by Assignor, and Assignor owns or has obtained all rights, licenses, releases, assignments, or other rights, and made all payments and satisfied all obligations to any third party necessary to make the assignment set forth in Section 2 hereof.

3.2 Assignor has not previously granted, and will not grant, any right, license or interest in, to or under the Intellectual Property, or any portion thereof, which is inconsistent with the rights and licenses granted to Assignee herein or that will adversely affect any exercise by Assignee of its rights under this Agreement. There are no actions, suits, investigations, claims or proceedings pending or, to the knowledge of Assignor, threatened in any way relating to the Intellectual Property.

4. **Delivery of Materials.** In connection herewith, Assignor shall deliver to Assignee all materials and files related to the Intellectual Property, including any original certificates of registration relating to the applications for, and the adoption and registration of, all Intellectual Property.

5. **No Assumption of Liabilities.** Assignee shall not be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Assignor of any nature whatsoever, whether known or unknown, fixed or contingent, or accrued or unaccrued.

6. **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7. **Further Assurances.** Assignor shall execute, acknowledge and deliver all such instruments and take all such action as may be necessary to further assure to Assignee the rights assigned hereby and the full benefits hereof and to preserve and protect this Agreement and all of the rights, powers and remedies of Assignee provided for herein.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

10. **Governing Law.** This Agreement shall be governed by, and constructed in accordance with, the laws of the State of Montana.

11. **Facsimile Signatures.** This Agreement may be executed and delivered by facsimile or other electronic transmission and upon such delivery the facsimile or other electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

12. **Consent to Transfer.** A majority of the voting interests of the members of the Assignor have consented to the assignment contemplated in this Agreement, as evidenced by the signatures on the signature page hereto.

[Signatures on following page]

IN WITNESS WHEREOF, The parties hereto have executed this Assignment Agreement as of the day and year first written above.

"ASSIGNOR"

Lubrigreen, LLC

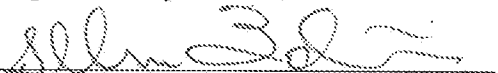
By: 

Name: Allen Barbieri

Title: Manager

"ASSIGNEE"

Lubrigreen Biosynthetics, LLC

By: 

Name: Allen Barbieri

Title: Chair of the Board of Directors