

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the the Assignee's state of incorporation previously recorded on Reel 004618 Frame 0565. Assignor(s) hereby confirms the assignment.												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Dean Spirit Limited</td> <td></td> <td>09/07/2011</td> <td>CORPORATION: BRITISH VIRGIN ISLANDS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Dean Spirit Limited		09/07/2011	CORPORATION: BRITISH VIRGIN ISLANDS				
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Dean Spirit Limited		09/07/2011	CORPORATION: BRITISH VIRGIN ISLANDS										
<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Dr. Fresh, Incorporated</td> </tr> <tr> <td><b>Street Address:</b></td> <td>6645 Caballero Blvd.</td> </tr> <tr> <td><b>City:</b></td> <td>Buena Park</td> </tr> <tr> <td><b>State/Country:</b></td> <td>CALIFORNIA</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>90620</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>CORPORATION: NEW YORK</td> </tr> </table>		<b>Name:</b>	Dr. Fresh, Incorporated	<b>Street Address:</b>	6645 Caballero Blvd.	<b>City:</b>	Buena Park	<b>State/Country:</b>	CALIFORNIA	<b>Postal Code:</b>	90620	<b>Entity Type:</b>	CORPORATION: NEW YORK
<b>Name:</b>	Dr. Fresh, Incorporated												
<b>Street Address:</b>	6645 Caballero Blvd.												
<b>City:</b>	Buena Park												
<b>State/Country:</b>	CALIFORNIA												
<b>Postal Code:</b>	90620												
<b>Entity Type:</b>	CORPORATION: NEW YORK												
<b>PROPERTY NUMBERS Total: 2</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (714)427-7799                  Phone: 7144277509                  Email: vmacmillan@swlaw.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Rick H. Lin Snell &amp; Wilmer                  Address Line 1: 600 Anton Blvd.                  Address Line 2: Suite 1400                  Address Line 4: Costa Mesa, CALIFORNIA 92626</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	55781.3100												

**CH \$65.00 0258849**

**900204132**

**TRADEMARK  
 REEL: 004638 FRAME: 0399**

NAME OF SUBMITTER:	Rick H. Lin
Signature:	/Rick H. Lin/
Date:	10/07/2011
<b>Total Attachments: 6</b> source=DrFreshAssingment#page1.tif source=DrFreshAssingment#page2.tif source=DrFreshAssingment#page3.tif source=DrFreshAssingment#page4.tif source=DrFreshAssingment#page5.tif source=DrFreshAssingment#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of September 7, 2011 (the "Assignment") between Dean Spirit Limited, a British Virgin Island business company with a registered address at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "Assignor") and Dr. Fresh, Incorporated, a New York business company with a registered address at 6645 Caballero Blvd., Buena Park, California (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade dress that are used in connection with the TEK brands, including, but not limited to the registered trademarks listed in Schedule A as well as any common law trademarks or trade dress (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest and to the Marks;

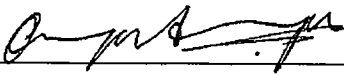
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the Marks, including but not limited to the trademarks listed in Schedule A. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges pertaining to the Marks, including but not limited to the right to sue for and receive all damages from past infringements of the Marks, will be owned, held and enjoyed by Assignee and its successors, assigns and other legal representatives for any and all purposes whatsoever.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States, Canada, and any official of any foreign country, state or territory, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

6. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.
8. Previous Agreements. Any portion of any previous agreement(s) between the assignor and the assignee as it pertains to the Marks is hereby nullified and void and replaced by the terms of the Assignment. The remaining portions of those agreement(s) continue in effect.

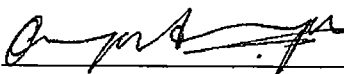
IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

DEAN SPIRIT LIMITED, Assignor.

BY:   
Name: Dee Aiyar  
Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

DR. FRESH, INCORPORATED, Assignee.

BY:   
Name: Dee Aiyar  
Title: Authorized Signatory

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
TEK	258,849	United States
TEK	551,649	United States

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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09/07/2011  
 900201569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Spirit Limited		09/07/2011	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	DR. FRESH, INCORPORATED
Street Address:	6645 Caballero Blvd.
City:	Buena Park
State/Country:	CALIFORNIA
Postal Code:	90620
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0258849	TEK
Registration Number:	0551649	TEK

CORRESPONDENCE DATA

Fax Number: (714)427-7799  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: lholstein@swlaw.com  
 Correspondent Name: Ketan S. Vakil  
 Address Line 1: 600 Anton Blvd.  
 Address Line 2: Suite 1400  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	55781.3000/3100
NAME OF SUBMITTER:	Rick H. Lin
Signature:	/Rick H. Lin/

CH \$65.00 0258849

Date:

09/07/2011

Total Attachments: 4

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