

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
Insolvency Services Group, Inc.		12/24/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Organic Milling Acquisition, LLC
Street Address:	505 West Allen Avenue
City:	San Dimas
State/Country:	CALIFORNIA
Postal Code:	91773
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3228784	HEART MATES
Registration Number:	3139574	HI-LO
Registration Number:	2972079	NUTRITIOUS LIVING
Registration Number:	3768318	NUTRITIOUS LIVING
Registration Number:	3155282	NUTRITIOUS LIVING
Registration Number:	3336834	ORGANIC DAYBREAK
Registration Number:	3604478	ORGANIC MILLING SINCE 1960
Registration Number:	0942075	VITA-CRUNCH

CORRESPONDENCE DATA

Fax Number: (310)207-3800
 Phone: 3102073800
 Email: lori_kozak@bstz.com, kyle_samia@bstz.com,
 tm_filings@bstz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900205289

**TRADEMARK
 REEL: 004646 FRAME: 0732**

CH \$215.00 3228784

Correspondent Name: Lori S. Kozak
Address Line 1: 12400 Wilshire Blvd.
Address Line 2: 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90025-1040

ATTORNEY DOCKET NUMBER:	066394.G000
NAME OF SUBMITTER:	Lori S. Kozak
Signature:	/Lori S. Kozak/
Date:	10/21/2011

Total Attachments: 4
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BILL OF SALE

IN CONSIDERATION of the receipt of the sum of One Hundred Fifty Thousand Dollars (\$150,000) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; all property formerly belonging to Organic Milling Corporation, a Delaware corporation ("Organic Milling Corporation") having been assigned to INSOLVENCY SERVICES GROUP, INC., a California corporation ("Seller") on December 24, 2009 (property formerly belonging to Organic Milling Corporation and assigned to Seller, "Organic Milling Corporation's Property"); and the foreclosure and Article 9 sale by Comerica Bank ("Bank") having taken place on December 24, 2009 with respect to Organic Milling Corporation's Property on which Bank had a valid lien; Seller does hereby sell, assign, transfer and convey absolutely to ORGANIC MILLING ACQUISITION, LLC ("Buyer"), all of Seller's right, title and interest in Organic Milling Entity's Property remaining after Bank's foreclosure, if any, as such transferred property is described on Schedule 1 (collectively, the "Property").

THE SALE OF THE PROPERTY IS ON AN "AS IS, WHERE IS" BASIS "WITH ALL FAULTS" WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND. SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, DESIGN, CONDITION, MATERIAL OR WORKMANSHIP, THE CREATION, ATTACHMENT, PERFECTION OR PRIORITY OF ANY LIEN OR SECURITY INTEREST OF SELLER, THE VALIDITY OF THE SALE, OR THE ABILITY OF SELLER TO TRANSFER TITLE TO BUYER FREE AND CLEAR OF LIENS.

Buyer will be responsible for all costs associated with the transfer of the Property to Buyer, including all fees, transfer taxes, sales or use taxes, if any. Buyer agrees to indemnify Seller for any and all claims by any taxing authority for any sales or use tax.

Buyer shall indemnify, defend, and hold harmless Seller from and against any and all damages incurred or suffered by Seller arising or result from, directly or indirectly, any of the following: any breach or any representation or warranty made by Buyer in any certificate, document, writing, or instrument delivered by Buyer in connection with this sale; any breach of any covenant or obligation of Buyer in any certificate, document, writing, or instrument delivered by Buyer in connection with this sale; or the ownership or operation of the Property.

Nothing herein will be deemed to impair any third party's interest in any item that is transferred by this Bill of Sale.

No changes or modifications of, or additions to this Bill of Sale, shall be valid unless the same shall be in writing and signed by Seller and Buyer.

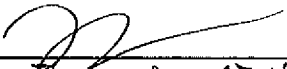
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Dated this 24th day of December, 2009.

ACKNOWLEDGED, UNDERSTOOD AND
AGREED:

SELLER: INSOLVENCY SERVICES
GROUP, INC.

BUYER: ORGANIC MILLING ACQUISITION,
LLC

By: 
Name: JOEL B. WEINBERG
Title: CEO

By: _____
Name: _____
Title: _____

Dated this 24th day of December, 2009.

ACKNOWLEDGED, UNDERSTOOD AND
AGREED:

SELLER: INSOLVENCY SERVICES
GROUP, INC.

BUYER: ORGANIC MILLING ACQUISITION,
LLC

By: _____
Name: _____
Title: _____

By: Harsh K Chopra
Name: HARSH K CHOPRA
Title: PRESIDENT

SCHEDULE 1

All Organic Milling Corporation's Property, if any, except for:

- (i) that property foreclosed upon by Bank (namely, the following personal property of Organic Milling Corporation [all terms used herein have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time]: all accounts [including health-care-insurance receivables], chattel paper [including tangible and electronic chattel paper], deposit accounts, documents [including negotiable documents], equipment [including all accessions and additions thereto], general intangibles [including payment intangibles and software], goods [including fixtures], instruments [including promissory notes], inventory [including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions], investment property [including securities and securities entitlements], letter of credit rights, money, and all of Organic Milling Corporation's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records);
- (ii) all rights and interests in any litigation whatsoever arising as a result of the assignment to Seller, including, but not limited to, preference claims pursuant to California Code of Civil Procedure Section 1800 et seq., fraudulent transfer claims pursuant to California Civil Code Section 3439 et seq., and any and all other avoidance claims;
- (iii) corporate records, including original books and records (subject to that certain Custodian of Records Agreement dated December 24, 2009 between Buyer and Seller); and
- (iv) any asset which is leased, rented (subject to that certain Assignment of Leases dated December 24, 2009 between Seller and Buyer).