

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---------------------------------|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 01/01/2009 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hilary Hauser | | 01/01/2009 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Heal The Ocean, Inc. | | |
| Street Address: | c/o Koenig & Associates | | |
| Internal Address: | 920 Garden Street | | |
| City: | Santa Barbara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93101 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2566735 | HEAL THE OCEAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (805)564-8262 | | |
| Phone: | 805-965-4400 | | |
| Email: | Kurt@incip.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: | Kurt Koenig | | |
| Address Line 1: | 920 Garden Street | | |
| Address Line 4: | Santa Barbara, CALIFORNIA 93101 | | |
| ATTORNEY DOCKET NUMBER: | 2437-102 | | |
| NAME OF SUBMITTER: | Kurt Koenig | | |

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 REEL: 004662 FRAME: 0530**

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| Signature: | /Kurt Koenig/ |
| Date: | 11/17/2011 |
| Total Attachments: 1 source=AssignmentHTO#page1.tif | |

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made as of 01/01/2009 ("Effective Date") from **Hillary Hauser**, an Individual ("ASSIGNOR") to **Heal The Ocean, Inc.** a California corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of record of the mark **HEAL THE OCEAN & Design** ("the Mark"), which has been assigned Registration No. **2566735** by the United States Trademark Office ("the Registration"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is or has been used ("the Goods"); and

WHEREAS, ASSIGNOR desires to quitclaim, convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Registration and the Mark.

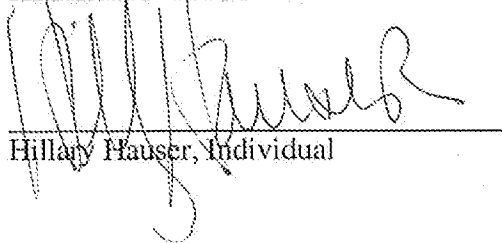
NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby quitclaims, conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the Registration in perpetuity, together with (1) all the goodwill of the business relating to the Goods in respect upon which the Mark is used; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

ASSIGNOR hereby agrees to execute such other documents and take such other actions as may be reasonably requested by ASSIGNEE to evidence more fully the transfer of ownership of the Mark to ASSIGNEE. ASSIGNOR hereby appoints ASSIGNEE, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to ASSIGNEE, or to its successors or assigns, the rights hereby transferred.

A signature on a facsimile shall be accepted as an original document. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, USA.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the Effective Date.

HILLARY HAUSER



Hillary Hauser, Individual