

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
ORGANIC EARTH INDUSTRIES, INC.	FORMERLY EARTH CHEM, INC.	06/07/2012	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	TERRA NOVO, INC.		
Street Address:	2930 PATTON WAY		
City:	BAKERSFIELD		
State/Country:	CALIFORNIA		
Postal Code:	93308		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836601	EARTHBOUND	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-855-1246		
Email:	ljohnson@stetinalaw.com		
Correspondent Name:	MATTHEW A. NEWBOLES		
Address Line 1:	75 ENTERPRISE		
Address Line 2:	SUITE 250		
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	VHARR-000		
NAME OF SUBMITTER:	MATTHEW A. NEWBOLES		
Signature:	/MAN/		

CH \$40.00 2836601

Date:

06/12/2012

Total Attachments: 3

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ASSIGNMENT OF REGISTERED TRADEMARKS

This **Assignment of Registered Trademarks** is made as of June 7, 2012, by Organic Earth Industries, Inc., an Idaho corporation (formerly known as Earth Chem, Inc.) with its principal place of business at 4725 Crest Road, Fort Collins, CO 80526 (“**Assignor**”), to Terra Novo, Inc., a California corporation with its principal place of business at 2930 Patton Way, Bakersfield, CA 93308 (“**Assignee**”).

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated on or about the date hereof (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation certain servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of such Assets.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under Assignor’s registered trademarks listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “**Marks**”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Registered Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Registered Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Registered Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the aforesaid trademark, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Registered Trademarks as of the date first above written.

ORGANIC EARTH INDUSTRIES, INC.

By: J. Kevin Loucks
Name: J. Kevin Loucks
Its: President

ACKNOWLEDGMENT

State of Colorado)
County of Larimer)

On June 7, 2012, before me, J. Kevin Loucks,
(insert name and title of the officer)

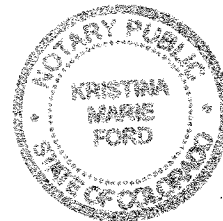
Notary Public, personally appeared J. Kevin Loucks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristina Marie Ford

(Seal)



MY COMMISSION EXPIRES:
August 6, 2013

SCHEDULE A

Trademarks:

“EarthBound” trademark, U.S. Registration No. 2,836,601, Registration Date: April 27, 2004