

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FarmaSea Health		04/19/2011	LIMITED LIABILITY COMPANY: ARIZONA
Scott Kennedy		04/19/2011	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Greg Good
Street Address:	6202 East Cochise Road
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85253
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3511670	
Registration Number:	3024655	BRINGING OUT YOUR NATURE!
Registration Number:	3161888	EATING SEA VEGG DAILY, IS EATING RIGHT
Registration Number:	3089963	ENCAPSULATING THE POWER OF SUN AND SEA
Registration Number:	3743694	ENDORSED APPROVED INSURED FARMASEA HEALTH STEFAN KRAAN PH. D 1983 SCOTT KENNEDY
Registration Number:	3437849	ENGINEERED BY MOTHER NATURE
Registration Number:	3442437	EVERYTHING FROM ALPHA TO OMEGA
Registration Number:	2821955	FARMASEA
Registration Number:	3791986	SALAD OF THE SEA
Registration Number:	2842682	SEA VEG
Registration Number:	3786694	SEA VEG
Registration Number:	3111163	SEA VEG

OP \$665.00 3511670

Registration Number:	3076484	SEA VEGG
Registration Number:	3437730	SEA VEGG SUPREME
Registration Number:	3799904	SEACAL BY FARMASEA HEALTH
Registration Number:	3248354	SEAGUARD
Registration Number:	3914516	SEALIFIA
Registration Number:	3795447	SUPER SEA VEG
Registration Number:	3801748	UNVITAMIN
Registration Number:	3428303	WE GO TO GREAT DEPTHS FOR YOUR HEALTH
Serial Number:	77089795	CALSEAUM
Serial Number:	78729713	MOTHER NATURE TREATS YOU BEST
Serial Number:	85069130	SEA VEGGY TAILS
Serial Number:	78702422	SCOTT KENNEDY'S FARMASEA
Serial Number:	76107626	SEA VEG
Serial Number:	78702414	SCOTT KENNEDY

CORRESPONDENCE DATA

Fax Number: 4809949025
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 480-994-9888
Email: gnewson@ngtechlaw.com
Correspondent Name: Daniel J. Noblitt
Address Line 1: 8800 N. Gainey Ctr Dr., Ste 279
Address Line 4: Scottsdale, ARIZONA 85258

ATTORNEY DOCKET NUMBER:	10247.0001
NAME OF SUBMITTER:	Gary W. Newson
Signature:	/gary newson/
Date:	06/27/2012

Total Attachments: 36
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**AGREEMENT OF SETTLEMENT, COMPROMISE
AND MUTUAL RELEASE**

I. PARTIES:

The parties to this Agreement are:

1. Greg Good ("Good"); and
2. Farmasea Health, LLC ("Farmasea") and Scott Kennedy ("Kennedy") (collectively, "FH & K"),

(all of the foregoing collectively referred to as the "Parties" or individually as a "Party").

II. DEFINITIONS:

The following terms are specifically defined for this Agreement.

1. "Agreement" means this Agreement of Settlement, Compromise and Mutual Release.
2. "Lawsuit" means the lawsuit pending in the Maricopa County Superior Court, cause number CV2010-050768, titled *Good v. Farmasea Health, LLC, et. al.*
3. "Marks" means, collectively, the domain names and trademarks identified in Exhibit "A" attached hereto, and any similar names and trademarks hereafter registered by Farmasea or Kennedy, plus any extensions, modifications or renewals thereof.
4. "Inventory" means the product described in Exhibit "B" attached hereto.
5. "Good's Membership Interest" means the 15% membership interest in Farmasea presently owned by Good pursuant to the Operating Agreement of Farmasea.
6. "Claims" means any and all rights, claims, causes of action, actions, demands, obligations, costs, attorneys' fees, expenses, compensation, and damages of any kind arising from or relating to the Lawsuit and the issues raised in the Lawsuit.
7. "Effective Date" means April 19, 2011.
8. "Termination Date" means the date that the Note is paid in full and Good's Membership Interest is surrendered to and redeemed by Farmasea and his security interests in the Marks and Inventory is released and reconveyed to FH & K, as provided herein.

III. RECITALS:

1. On June 2, 2008, Farmasea was formed as an Arizona limited liability company ("Formation Date").
2. On or about the Formation Date, Good acquired Good's Membership Interest in Farmasea.
3. Good paid a capital contribution to Farmasea in the amount of \$150,000 (the "Capital Contribution"), and subsequently Good claims that he made two loans to Farmasea relating to infomercials totaling \$100,000 (the "Loans").
4. Certain disputes have arisen between the Parties, and on January 28, 2010, Good filed the Lawsuit.
5. FH & K answered the Lawsuit, denying the allegations thereof.
6. The Parties have concluded that it is desirable to resolve the Lawsuit and all Claims pursuant to the terms of this Agreement.

IV. COVENANTS:

Pursuant to this Agreement and in order to avoid further litigation, without admitting liability, the Parties hereby agree to the following in full and final settlement of all Claims.

1. Upon execution of this Agreement, FH & K will execute and deliver to Good a promissory note in the form attached hereto as Exhibit "C" (the "Note") and incorporated herein, providing for payment to Good in the principal amount of \$350,000 due and payable as follows: \$20,000 (the "Downpayment") in the form of a cashier's check or certified funds upon execution and delivery of this Agreement, and the balance of \$330,000 due and payable in full without interest on the date three (3) years from the Effective Date of the Note (the "Due Date"). Notwithstanding the foregoing, the Parties agree that the Note shall be deemed satisfied in full if FH & K, or either one or both of them, pay to Good the Downpayment and an additional \$255,000 on or before the date two (2) years from the Effective Date of the Note. In either case, at FH & K's election and at their sole discretion, FH & K may prepay the Note in whole or in part without penalty. Both Kennedy and Farmasea shall be jointly and severally liable under the Note. If the Note is not paid in full by the Due Date, the unpaid principal balance shall thereafter bear interest at the default rate of ten percent (10%) per annum. A condition of any final payment in full of the Note shall be Good's compliance with Paragraph 4 hereof.

2. Payment of the Note shall be secured by an assignment of a security interest made by FH & K in favor of Good (the "Security Interest") against the Marks and the Inventory (collectively, the "Collateral"). To perfect the Security Interest, upon execution of this Agreement, FH & K shall execute and deliver to Good the security documents in the form attached hereto as Exhibit "D", and incorporated herein. The security documents shall provide that the only monetary event of default

permitting execution by Good against the Collateral is the failure to pay the full principal balance of the Note on or before the Due Date in accordance with its terms. The security documents shall further provide that upon payment in full of the Note in accordance with its terms, Good shall timely execute and deliver to FH & K releases and full reconveyances of the Security Interest in the Collateral provided for hereunder.

3. Until the Note is paid in full, FH & K shall not sell, assign, encumber or lease the Marks, or license the Marks to a third party on an exclusive basis or for a term in excess of one (1) year; provided that Farmasea shall have the unrestricted right to license all or any one of the Marks to any third party on a non-exclusive basis for a term not to exceed one (1) year.

4. Upon execution of this Agreement, Good's Membership Interest shall be restricted to a non-voting and non-participatory passive interest. If the Note is not paid in full on or before the Due Date, such restrictions on Good's Membership Interest shall expire as of the Due Date. Notwithstanding the foregoing restrictions, until the Note is paid in full, Good will continue to own Good's Membership Interest in Farmasea, and Good will be entitled to receive as a member, his share in any distributions made by Farmasea to its members in accordance with the Farmasea Operating Agreement; provided that any distributions to Good's Membership Interest from and after the Effective Date of this Agreement shall be credited as payment against the Note. Concurrent with and as a condition to payment of the Note in full (including any accrued interest, if applicable), Good shall surrender Good's Membership Interest to Farmasea and Farmasea shall redeem such Interest, and thereafter Good shall have no further member ownership interest in Farmasea.

5. Payments under the Note shall be allocated as follows: (a) if \$350,000 is elected to be paid by FH & K: the first \$100,000 shall be allocated to repayment of the Loans; the next \$150,000 shall be allocated to repayment of the Capital Contribution; and the balance shall be allocated to reimbursement of expenses; or (b) if \$275,000 is elected to be paid by FH & K: such amount shall be proportionately allocated to the allocations set forth in 5(a) herein.

6. The following covenants shall be binding upon the Parties:

a. Kennedy agrees to operate and manage Farmasea in the same commercially reasonable manner as prior to this Agreement;

b. Farmasea shall timely provide Good with all customary and necessary income tax documents, such as tax returns, K-1s and the like. This obligation shall survive the Termination Date until such information for the taxable year in which the Termination Date occurs has been provided by Farmasea to Good;

c. Not later than sixty (60) days after the end of each calendar year, Farmasea shall provide Good with Farmasea's annual financial statements;

d. At its own cost and expense, Farmasea will take all reasonable and necessary actions to protect and defend the Marks against infringement; and

e. Until the Note is paid in full, Kennedy will devote his full-time employment efforts to Farmasea. Kennedy shall not own a controlling interest in, or manage or advise, either directly or indirectly, any business that competes with Farmasea in the sale of seaweed-based health supplements for human or animal consumption.

7. Good and Kennedy each mutually agree not to harass, disparage, publicly embarrass or confront the other, or his family or friends. This obligation shall survive the Termination Date.

8. In the event of a future disagreement between the Parties, prior to filing litigation, the Parties agree to submit the dispute to mediation with Gary Birnbaum, or if Mr. Birnbaum is not readily available, to another mutually acceptable mediator. Each Party shall pay one-half of the cost and expense of such mediation. This obligation shall not apply to any monetary defaults of the Note, enforcement of the Security Interest, or to any breach for which there is no adequate remedy at law (such as injunctive relief).

9. The Parties, through their counsel, will stipulate to the dismissal of the Lawsuit, including all claims and counterclaims therein, with prejudice, with each Party to bear its own costs and attorneys' fees, in the form attached hereto as Exhibit "E", and incorporated herein. Such dismissal shall be filed by Good within five (5) business days of the execution of this Agreement.

10. Upon execution of this Agreement, the Parties, for themselves and on behalf of their respective heirs, executors, administrators, spouses, successors, assigns, offspring, issue, beneficiaries, insurers, subrogees, subrogors, representatives, agents, principals, partners, officers, directors, members, managers, attorneys, employees, independent contractors, servants, affiliates, predecessors in interest, successors in interest, or any combination thereof (collectively, the "Agents"), hereby release and discharge each other and their Agents, in their capacities as agents of the Parties, from all Claims. Nothing in this Agreement shall be construed to prevent the Parties from enforcing the terms of this Agreement, it being expressly agreed that the Parties reserve any and all claims and rights to enforce the terms of this Agreement. These release provisions shall survive the Termination Date.

11. The Parties do not intend to establish or create any third-party beneficiaries to this Agreement.

12. The execution of and performance under this Agreement by the Parties do not constitute and should not be considered in any way as an admission of liability or wrongdoing by the Parties or any one of them.

13. Except as otherwise provided in this Agreement, the Parties shall bear their own costs and attorneys' fees relating to the Lawsuit and the preparation and execution of this Agreement. The Parties shall also bear their own tax consequences resulting from or relating to this Agreement.

14. The Parties each represent and declare that, in signing this Agreement, they have relied solely upon their own respective judgment, belief, and knowledge, and upon the advice and recommendation of their independently selected counsel concerning the nature, extent, and duration of their rights and Claims.

15. The Parties, each represent that no other person has or has had any interest in the Claims referred to in this Agreement and that no other person or entity has or will have the right to assert a released Claim against a Party.

16. This Agreement supersedes all prior agreements and constitutes the full agreement among the Parties relating to the subject of this Agreement. This Agreement shall not be modified, amended, waived, terminated, or changed in any way except by a written instrument signed by the Party or Parties against whom the enforcement of any modification, amendment, waiver, termination, or change is sought.

17. The Parties agree that each of them shall take such further actions and execute such further documents, if any, which may be necessary or appropriate to implement this Agreement according to its terms.

18. Any action brought to enforce this Agreement shall be brought in Maricopa County, Arizona. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, legal expenses and court costs.

19. This Agreement shall be construed according to Arizona law, without regard for the principles of conflicts of laws and choice of law.

20. This Agreement is hereby and shall be binding upon and inure to the benefit of the Parties' members, spouses, heirs, successors and assigns.

21. In the event that any term, covenant, or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or against public policy, the remaining provisions of this Agreement shall remain in full force and effect.

22. Upon execution of this Agreement (which may be done by electronic mail or by a facsimile copy to speed the settlement and release process, with an original to be forwarded in due course as a matter of formality), the terms of this Agreement go into full force and effect and are binding on all Parties. This Agreement may be executed in any number of duplicate counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

23. If acting as an agent, each of the undersigned warrants that he or she has the authority to bind his or her principal to the terms and conditions of this Agreement.

24. Except as expressly provided herein or in the Security Agreements and Note attached hereto and incorporated herein, the rights and obligations of the Parties hereunder shall terminate on the Termination Date.

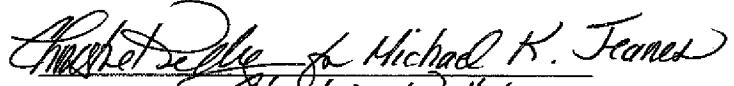
[SIGNATURE PAGE TO FOLLOW]

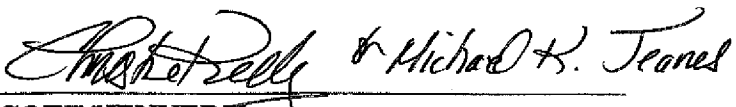
This Agreement is dated to be effective as of the date that the Note is executed and delivered.



GREG GOOD

FARMASEA HEALTH, LLC,
an Arizona limited liability company

By: 
Print Name: Christine Kelly
Title: Chief Deputy



SCOTT KENNEDY

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EXHIBIT "A"

(Domain Names and Trademarks)

(See attached)

List of Farmasea Domain Names and Trademarks

- SecretofAtlantis.biz
- SecretofAtlantis.info
- SecretofAtlantis.org
- SecretsofAtlantis.biz
- SecretsofAtlantis.info
- SecretsofAtlantis.org
- SecretsofAtlantis.us
- FarmaSea.com
- Sea-Veg.com
- SuperSeaVegg.com
- UltimateSeaVeg.com
- UltimateSeaVegg.com
- TryMoby.com
- BuySeaVeg.com
- BuySeaVeg.net
- BuySeaVegg.net
- ScottKennedy.net
- SeaVeggSupreme.com
- SeaVegSupreme.com
- SecretofAtlantis.com
- SecretofAtlantis.net
- SecretsofAtlantis.net
- SuperSeaVeg.com
- SecretofAtlantis.us
- FarmaSea.org
- SeaVegg.com
- FarmaSea.us
- SeaVegg.biz
- FarmaSea.net
- PharmaSea.net
- PharmaSea.co.uk
- PharmaSea.biz
- FarmaSea.tv
- PharmaSea.tv
- SeaVeg.org
- SeaVegg.co.uk
- FarmaSea.info
- PharmaSea.info
- SeaVeg.biz
- PharmaSea.de
- FarmaSea.biz
- SeaVegg.tv
- SeaVeg.mobi
- PharmaSea.us
- SeaVeg.tv
- FarmaSea.cc
- SeaCentrum.com
- SeaBiotica.com
- Calseaum.com
- Calseayum.com
- Chloroblast.com
- Farmacuetical.com
- Farmasee.com
- Microceutical.com
- Multiceutical.com
- Nutrisea.com
- Seacal.biz
- Seacal.com
- Seacal.net
- Seacal.tv
- SeaTreats.com
- SeaVeg.net
- SeaVeg.us
- SeaVegBiscuit.com
- SeaVegCal.com
- SeaVegg.info
- SeaVegg.net
- SeaVegg.org
- SeaVeggBiscuit.com
- SeaVeggCal.com
- SeaVeggSnack.com
- SeaVeggSupremeB4.com
- SeaVeggSupremeB4.net
- SeaVeggTreat.com
- SeaVegSilver.com
- SeaVeggSilver.com
- SeaVeggSilver.net
- SeaVegSupremeB4.com
- SeaVegSupremeB4.net
- SeaVegSnack.com
- SeaVegTreat.com
- TrySeaVeg.net
- TrySeaVeg.org
- TrySeaVegg.net
- TrySeaVegg.org
- SeaVegg.de
- FarmaSea.de
- SeaVegg.cc
- SeaVeg.cc
- FarmaSea.bz

List of Farmasea Domain Names and Trademarks

- SeaVegg.bz
- PharmaSea.bz
- SeaVeg.bz
- FarmaSea.jpn.com
- FarmaSea.com.cn
- PharmaSea.eu.com
- SeaVegg.us.com
- SeaVeg.us.com
- PharmaSea.de.com
- FarmaSea.uk.com
- Seaveg.com.cn
- SeaVeg.jpn.com
- PharmaSea.us.com
- SeaVeg.uk.com
- FarmaSea.eu.com
- SeaVegg.com.cn
- FarmaSea.de.com
- PharmaSea.uk.com
- SeaVegg.jpn.com
- SeaVegg.eu.com
- SeaVegg.uk.com
- SeaVegg.de.com
- SeaVeg.eu.com
- FarmaSea.us.com
- SeaVeg.de.com
- SeaVeg.eu
- FarmaSea.eu
- SeaVegg.eu
- PharmaSea.eu
- SeaVeg.de

Mark	Serial #	Registration #
<DESIGN MARK>	77408518	3511670
BRINGING OUT YOUR NATURE!	78395234	3024655
CALSEAUM	77089795	
EATING SEA VEGG DAILY, IS EATING RIGHT	78624090	3161888
ENCAPSULATING THE POWER OF SUN AND SEA	78624043	3089963
ENDORSED APPROVED INSURED FARMASEA HEALTH STEFAN KRAAN PH. D 1983 SCOTT KENNEDY	77551662	3743694
ENGINEFERED BY MOTHER NATURE	78722651	3437849
EVERYTHING FROM ALPHA TO OMEGA	78722666	3442437
FARMASEA	76108541	2821955
MOTHER NATURE TREATS YOU BEST	78729713	
SALAD OF THE SEA	77628070	3791986
SEA VEG	76520627	2842682
SEA VEG	77601445	3786694
SEA VEG	78397118	3111163
SEA VEGG	78603109	3076484
SEA VEGG SUPREME	78619193	3437730
SEA VEGGY TAILS	85069130	
SEACAL BY FARMASEA HEALTH	77091261	3799904
SEAGUARD	78610553	3248354
SEALIFIA	85088362	3914516
SUPER SEA VEG	77601454	3795447
UNVITAMIN	77628072	3801748
WE GO TO GREAT DEPTHS FOR YOUR HEALTH	78729749	3428303

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List of Kennedy Trademarks

Mark	Serial #	Registration #
SCOTT KENNEDY'S FARMASEA	78702422	
SEA VEG	76107626	
Scott Kennedy	78702414	

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EXHIBIT "B"

Inventory

Inventory consisting of all or any part of five (5) metric tons of the FarmaSea® Blend of Sea Plants (FBSP).

EXHIBIT "C"

(Form Promissory Note)

(See attached)

PROMISSORY NOTE

\$350,000.00

Scottsdale, Arizona

FOR VALUE RECEIVED, Farmasea Health, LLC, an Arizona limited liability company, and Scott Kennedy, an unmarried man (collectively, "Maker"), jointly and severally promise to pay to Greg Good, a married man ("Holder"), the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the "Principal Amount") as follows: (i) Twenty Thousand Dollars (\$20,000) upon execution and delivery of this Note; and (ii) the balance on the date that is three (3) years following the Effective Date (the "Due Date"). No interest shall accrue on the Principal Amount unless Maker fails to pay the entire Principal Amount on or before the Due Date, in which event default interest shall accrue on the unpaid Principal Amount at the rate of ten percent (10%) per annum, beginning on the day following the Due Date and continuing until this Note is paid in full. All payments shall be paid to Holder at 6202 E. Cochise Road, Scottsdale, Arizona 85253, or at such other place as Holder may from time to time designate to Maker in writing. The term "Effective Date" is defined in the Agreement of Settlement, Compromise and Mutual Release executed concurrent with this Note.

Notwithstanding the foregoing payment provisions, after payment of the \$20,000 down payment, if Maker pays to Holder the additional amount of Two Hundred Fifty -Five Thousand Dollars (\$255,000) on or before the date that is two (2) years following the Effective Date, this Note shall be deemed satisfied and paid in full, provided further that, as a condition to payment in full of this Note in accordance with its terms, Holder shall concurrently surrender his 15% member interest, and all rights thereto, in Farmasea Health, L.L.C., in order to allow Farmasea Health, L.L.C. to redeem such member interest.

Repayment of this Note is secured by two (2) Security Agreements of even date herewith (the "Security Agreements") executed by Maker in favor of Holder. Any default under the Security Agreements shall be deemed to be a default under the Note, and vice versa. Upon payment of this Note in full in accordance with its terms, Holder shall execute and deliver, within five (5) business days of receipt of such payment, releases of the Security Agreements to Maker, in a form acceptable to Maker, and shall file and record cancelations and releases of any liens of record in connection with such Security Agreements, including, but limited to any termination statements in connection with any UCC financing statements filed by or on behalf of Holder in any jurisdiction.

AND IT IS HEREBY EXPRESSLY AGREED by Maker that time is of the essence hereof. The rights and remedies of Holder, as provided in this Note and the Security Agreements are cumulative and concurrent and may be pursued singularly, successively, or together against Maker and/or any security given for the repayment hereof, all at the sole discretion of Holder. If more than one person, company, partnership or other entity shall execute this Note, then each person and entity shall be fully liable for all obligations of Maker hereunder, and such obligations shall be joint and several.

Maker waives presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and Maker agrees that its liability shall be without regard to the liability of any other party, and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Holder; and Maker consents to any extension of time, renewal, waiver, or modification that may be granted by Holder hereof with respect to the payment or other provisions of this Note, and upon an uncured default to the release of any collateral given to secure the repayment hereof, or any part thereof with or without substitution, in accordance with the terms of the Security Agreements.

Holder shall not, by any act of omission or commission, be deemed to waive any of its rights, remedies, or powers hereunder or otherwise, unless such waiver shall be in writing signed by the Holder hereof, and then only to the extent specifically set forth therein. A waiver of one event of default shall not be construed as continuing or as a bar to or waiver of such right, remedy, or power on a subsequent event of default.

This Note and the Security Agreements are to be performed within the State of Arizona, and are to be governed by, and construed in accordance with, the laws of the State of Arizona.

In the event of litigation, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

DATED effective this 19th day of April, 2011.

FARMASEA HEALTH, LLC,
an Arizona limited liability company

By: *Cheshe Tracy & Michael H. Jones*
Print Name: Cheshe Tracy
Title: Chief Deputy
Cheshe Tracy & Michael H. Jones
SCOTT KENNEDY

“MAKER”

EXHIBIT "D"

(Form Security Documents)

(See attached)

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated this 19th day of April, 2011 ("Effective Date"), by and between Farmasea Health, LLC, an Arizona limited liability company ("Farmasea") and Scott Kennedy ("Kennedy") (collectively, "Debtors"), to and for the benefit of Greg Good ("Good"), with reference to the following recitals that are expressly made part of this Agreement. Farmasea, Kennedy and Good are collectively referred to herein as the "Parties."

RECITALS:

A. Pursuant to the Agreement of Settlement, Compromise and Mutual Release of even date herewith ("Settlement Agreement"), Debtors are indebted to Good in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) pursuant to a Promissory Note executed by Debtors, as Maker, and Good, as Holder, dated concurrent herewith (the "Note"), which is incorporated into the Settlement Agreement.

B. Farmasea to the best of its knowledge and without having made an independent investigation, owns all right, title and interest in and to, among other things, the federal, state, foreign country and international treaty registrations and applications for trademark, service mark and trade dress, and the domain names set forth on Schedule A hereto (collectively, the "Farmasea Marks").

C. Kennedy to the best of his knowledge and without having made an independent investigation, owns all right, title and interest in and to, among other things, the federal, state, foreign country and international treaty registrations and applications for trademark, service mark and trade dress, and the domain names set forth on Schedule B hereto (collectively, the "Kennedy Marks").

D. The Farmasea Marks and the Kennedy Marks are herein collectively referred to as the "Marks."

E. To secure the Obligations (defined below), Debtors wish to grant to Good a security interest in the Marks as further set forth herein.

F. The security interest in the Collateral granted to Good by Debtors under this Agreement is granted in conjunction with the security interest granted to Good by Farmasea in certain inventory under the terms of the Security Agreement—Inventory executed concurrent herewith and incorporated herein by reference.

In consideration of the foregoing and other good and valuable consideration, the Parties hereby agree, promise and undertake as follows:

1. **Obligations.** This Agreement shall secure the payment obligations of Debtors under the Note, together with all of Debtors' present and future obligations under this Agreement (collectively, the "Obligations").

2. **Granting Clause.** As security for the Obligations, Debtors hereby grant a security interest to Good against all of Debtors' right, title, and interest in:

- (a) the Marks;
- (b) all federal, state, foreign country and international treaty registrations and applications for trademark, service mark and trade dress, and common law marks, service marks and trade dress hereafter adopted or acquired and used provided that they are based upon or derived from the Marks or any variations thereof, whether in the United States, a foreign country or under international treaty, and pertain to seaweed based health and nutritional products (the "Future Marks");
- (c) all extensions, modifications or renewals of the Marks and Future Marks;
- (d) all rights to sue for past, present, and future infringements of the Marks and Future Marks;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Marks and Future Marks;
- (f) all licenses and other agreements relating to the Marks and Future Marks and the use thereof; and
- (g) all goodwill symbolized by the Marks and Future Marks.

All of the foregoing items set forth in clauses (a) through (g) are hereinafter referred to collectively as the "Collateral."

3. **Farmasea's Duties.** Debtors agree that, notwithstanding this Agreement, they will perform and discharge and remain liable for their respective covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Good shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Good relating to the Collateral, nor shall Good be required to perform any covenant, duty, or obligation of Debtors arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

4. **Representations and Warranties.** Debtors represent and warrant to Good that (a) Farmasea is the owner of and has good, indefeasible, and merchantable title to the Farmasea Marks; (b) Kennedy is the owner of and has good, indefeasible, and merchantable title to the Kennedy Marks; (c) the Marks are subsisting and no part thereof has been adjudicated invalid or unenforceable, in whole or in part; (d) each Mark is valid and enforceable; (e) the Marks are the only registrations and applications for trademark, service mark and trade dress, and common law marks, service marks and trade dress in which Debtors have any or all right, title and interest; (f)

none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, assignment, or encumbrance, or a license that is exclusive or for a term in excess of one (1) year; and (g) this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral, enforceable against Debtors and all third parties, subject to no other prior or senior mortgage, lien, charge, encumbrance, or security or other interest.

5. ***Covenants.***

(a) Debtors agree to maintain the Collateral, defend the Collateral against the claims of all persons, partnerships, corporations, or other entities and will maintain and renew all registrations of the Collateral. Without limiting the generality of the foregoing, prior to payment in full of the Note in accordance with its terms, Debtors shall not permit the abandonment or termination or the expiration prior to the end of the maximum statutory term and any renewals thereof provided by applicable law of any registration of any of the Marks or Future Marks. Debtors shall not sell, assign, encumber or lease the Marks, or license the Marks to a third party on an exclusive basis or for a term in excess of one (1) year. Debtors shall have the unrestricted right to license all or any one of the Marks or Future Marks to a third party on a non-exclusive basis for a term not to exceed one (1) year.

(b) Debtors agree that this Agreement does not constitute an assignment "in gross" of the Marks. Debtors affirmatively waive any claim that this Agreement is not enforceable, in whole or in part, according to its terms; and Debtors agree that they will not encourage, assist, support or cooperate with any effort by any third party to contest the enforceability of this Agreement.

6. ***Default.*** Each of the following shall be an "Event of Default:"

(a) Debtors fail to pay timely the principal amount of the Note in accordance with its terms.

(b) Any representation or warranty set forth in this Agreement shall be materially false or misleading.

(c) Debtors shall fail to observe or perform any covenant or condition required in this Agreement or the agreements incorporated herein by reference for a period of ten (10) days after having received written notice from Good of such failure and not cured it, provided that if curing such failure reasonably requires more than ten (10) days, and Farmasea and/or Kennedy have and are making a diligent and good faith effort to cure the failure, no Event of Default shall occur unless and until Farmasea and/or Kennedy fails to cure or ceases such efforts to cure; provided, however, that the cure provisions under this subsection shall not apply to an Event of Default under subsections (a) and (b) above.

(d) A commencement by Farmasea of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of the Farmasea under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Farmasea, or

ordering the wind-up or liquidation of the affairs of Farmasea; or the filing and pendency for thirty (30) days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Farmasea of any general assignment for the benefit of creditors; or the taking of action by the Farmasea in furtherance of any of the foregoing.

7. ***Use Prior to Default and During Cure Period.*** Unless and until an Event of Default shall occur and be continuing and has not been cured or is not in the process of being cured, as provided herein, Debtors shall continue to have ownership and use of the Collateral in the ordinary course of their business, subject to the terms and covenants of this Agreement until such time as Good has successfully exercised his remedies for an uncured default, as provided herein.

8. ***Remedies.*** Provided that Good is not in default under the Settlement Agreement, whenever any Event of Default shall have occurred and be continuing and not timely cured by Debtors as provided herein, the following provisions shall apply:

(a) Good may pursue any remedy available at law or in equity (including those available under the provisions of the Uniform Commercial Code), to collect, enforce or satisfy his security interest in the Collateral and any Obligations then owing. Any notice of any sale, lease, or other disposition of the Collateral shall be deemed reasonable if sent at least ten (10) business days in advance of the intended disposition or other intended action sent in the manner prescribed in Section 14 below. Debtors agree that, in the event of any disposition of the Collateral upon any such Event of Default, and failure to cure, if applicable, they will duly execute, acknowledge, and deliver all documents reasonably necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Marks and Future Marks.

9. ***Release and Reconveyance.*** Upon payment in full of the Note in accordance with its terms, Good covenants that he shall, within five (5) days of receipt of such payment, (i) execute and deliver to Farmasea and Kennedy, as appropriate, a release and reconveyance of the security interest in the Marks and Future Marks granted in this Agreement, in a form and content acceptable to Farmasea and Kennedy, and (ii) shall file with any governmental or public office in which such security interests have been recorded, a satisfaction and termination of such security interests, in a form and content acceptable to Farmasea and Kennedy. This covenant shall survive the termination of this Agreement

10. ***Cumulative Remedies.*** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law.

11. ***Amendments and Waivers.*** This Agreement may not be modified, supplemented, or amended, or any of its provisions waived without the prior written consent of the Parties.

12. ***Waiver of Rights.*** No course of dealing between the Parties or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial

exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Good of any breach or default by Debtors shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

13. *Assignment.* The provisions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

14. *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person or by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows, or by facsimile:

To Farmasea: Farmasea Health, LLC
5450 E. High Street, Suite 300
Phoenix, Arizona 85050
Facsimile: () _____

To Kennedy: Scott Kennedy
21001 N. Tatum Boulevard, Suite 1630-627
Phoenix, Arizona 85050
Facsimile: () _____

To Good: Greg Good
6202 E. Cochise Road
Scottsdale, Arizona 85253
Facsimile: (480) 991-7246

With copies to:

Counsel for Good: Nearhood Law Offices, PLC
Attention: James R. Nearhood
7537 E. McDonald Drive
Scottsdale, Arizona 85250-6062
Facsimile: (480) 998-0820

Any notice properly sent shall be deemed effective upon hand delivery or three (3) business days after deposit in the United States mail, if mailed, and upon the date of transmission by facsimile, provided sender receives a printed confirmation thereof. Any party may change its address for notices by written notice to the Parties set forth above.

15. *Severability.* If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

16. ***Governing Law; Jurisdiction.*** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Arizona.

17. ***Filing of Financing Statement.*** Good may file and record UCC Financing Statements and all other documents or amendments thereto describing the Collateral by any description Good deems appropriate in the jurisdiction or office appropriate to perfect his security interests in the Collateral.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

FARMASEA HEALTH, LLC,
an Arizona limited liability company

By: *Shesha Freely & Michael R. Jensen*
Print Name: Shesha Freely
Title: Chief Deputy

"FARMASEA"

Shesha Freely & Michael R. Jensen
SCOTT KENNEDY

"KENNEDY"

[Signature]
GREG GOOD

"GOOD"

SCHEDULE A
("Farmasea Marks")

(See Attached)

Schedule A
FARMASEA MARKS

Farmasea Trademarks

Mark	Serial #	Registration #
<DESIGN MARK>	77408518	3511670
BRINGING OUT YOUR NATURE!	78395234	3024655
CALSEAUM	77089795	
EATING SEA VEGG DAILY, IS EATING RIGHT	78624090	3161888
ENCAPSULATING THE POWER OF SUN AND SEA	78624043	3089963
ENDORSED APPROVED INSURED FARMASEA HEALTH STEFAN KRAAN PH. D 1983 SCOTT KENNEDY	77551662	3743694
ENGINEERED BY MOTHER NATURE	78722651	3437849
EVERYTHING FROM ALPHA TO OMEGA	78722666	3442437
FARMASEA	76108541	2821955
MOTHER NATURE TREATS YOU BEST	78729713	
SALAD OF THE SEA	77628070	3791986
SEA VEG	76520627	2842682
SEA VEG	77601445	3786694
SEA VEG	78397118	3111163
SEA VEGG	78603109	3076484
SEA VEGG SUPREME	78619193	3437730
SEA VEGGY TAILS	85069130	
SEACAL BY FARMASEA HEALTH	77091261	3799904
SEAGUARD	78610553	3248354
SEALIFIA	85088362	3914516
SUPER SEA VEG	77601454	3795447
UNVITAMIN	77628072	3801748
WE GO TO GREAT DEPTHS FOR YOUR HEALTH	78729749	3428303

Schedule A
FARMASEA MARKS

Farmasea Domain Names

- SecretofAtlantis.biz
- SecretofAtlantis.info
- SecretofAtlantis.org
- SecretsofAtlantis.biz
- SecretsofAtlantis.info
- SecretsofAtlantis.org
- SecretsofAtlantis.us
- FarmaSea.com
- Sea-Veg.com
- SuperSeaVegg.com
- UltimateSeaVeg.com
- UltimateSeaVegg.com
- TryMoby.com
- BuySeaVeg.com
- BuySeaVeg.net
- BuySeaVegg.net
- ScottKennedy.net
- SeaVeggSupreme.com
- SeaVegSupreme.com
- SecretofAtlantis.com
- SecretofAtlantis.net
- SecretsofAtlantis.net
- SuperSeaVeg.com
- SecretofAtlantis.us
- FarmaSea.org
- SeaVegg.com
- FarmaSea.us
- SeaVegg.biz
- FarmaSea.net
- PharmaSea.net
- PharmaSea.co.uk
- PharmaSea.biz
- FarmaSea.tv
- PharmaSea.tv
- SeaVeg.org
- SeaVegg.co.uk
- FarmaSea.info
- PharmaSea.info
- SeaVeg.biz
- PharmaSea.de
- FarmaSea.biz
- SeaVegg.tv
- SeaVeg.mobi
- PharmaSea.us
- SeaVeg.tv
- FarmaSea.cc
- SeaCentrum.com
- SeaBiotica.com
- Calseaum.com
- Calseayum.com
- Chloroblast.com
- Farmacuetical.com
- Farmasee.com
- Microceutical.com
- Multiceutical.com
- Nutrisea.com
- Seacal.biz
- Seacal.com
- Seacal.net
- Seacal.tv
- SeaTreats.com
- SeaVeg.net
- SeaVeg.us
- SeaVegBiscuit.com
- SeaVegCal.com
- SeaVegg.info
- SeaVegg.net
- SeaVegg.org
- SeaVeggBiscuit.com
- SeaVeggCal.com
- SeaVeggSnack.com
- SeaVeggSupremeB4.com
- SeaVeggSupremeB4.net
- SeaVeggTreat.com
- SeaVegSilver.com
- SeaVeggSilver.com
- SeaVeggSilver.net
- SeaVegSupremeB4.com
- SeaVegSupremeB4.net
- SeaVegSnack.com
- SeaVegTreat.com
- TrySeaVeg.net

Schedule A
FARMASEA MARKS

Farmasea Domain Names (cont.)

- TrySeaVeg.org
- TrySeaVegg.net
- TrySeaVegg.org
- SeaVegg.de
- FarmaSea.de
- SeaVegg.cc
- SeaVeg.cc
- FarmaSea.bz
- SeaVegg.bz
- PharmaSea.bz
- SeaVeg.bz
- FarmaSea.jpn.com
- FarmaSea.com.cn
- PharmaSea.eu.com
- SeaVegg.us.com
- SeaVeg.us.com
- PharmaSea.de.com
- FarmaSea.uk.com
- Seaveg.com.cn
- SeaVeg.jpn.com
- PharmaSea.us.com
- SeaVeg.uk.com
- FarmaSea.eu.com
- SeaVegg.com.cn
- FarmaSea.de.com
- PharmaSea.uk.com
- SeaVegg.jpn.com
- SeaVegg.eu.com
- SeaVegg.uk.com
- SeaVegg.de.com
- SeaVeg.eu.com
- FarmaSea.us.com
- SeaVeg.de.com
- SeaVeg.eu
- FarmaSea.eu
- SeaVegg.eu
- PharmaSea.eu
- SeaVeg.de

NA - CLIENT NO43004093 - Good001 - Farmasea Health\Settlement\Trademark Security Ag\Schedule A - Farmasea Marks.doc

SCHEDULE B
(“Kennedy Marks”)

(See Attached)

Schedule B
KENNEDY MARKS

Kennedy Trademarks

Mark	Serial #	Registration #
SCOTT KENNEDY'S FARMASEA	78702422	
SEA VEG	76107626	
SCOTT KENNEDY	78702414	

N:\CLIENT NO\4300\4393 - Good\001 - Farmasea Health\Settlement\Trademark Security Agr\Schedule B - Kennedy Marks.docx

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
James R. Nearhood, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**James R. Nearhood, Esq.
 NEARHOOD LAW OFFICES, PLC
 7537 E. McDonald Drive
 Scottsdale, Arizona 84250**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Farmasea Health, LLC, an Arizona limited liability company						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 21001 N. Tatum Blvd., Suite 1630-627			CITY Phoenix	STATE AZ	POSTAL CODE 85050	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Arizona	1g. ORGANIZATIONAL ID #, if any L-1454216-9 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
OR	3b. INDIVIDUAL'S LAST NAME Good		FIRST NAME Greg	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 6202 E. Cochise Road			CITY Scottsdale	STATE AZ	POSTAL CODE 85253	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Those Domain Names (118) listed on Exhibit A attached hereto and incorporated herein; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing.

Those Trademarks (23) listed on Exhibit B attached hereto and incorporated herein; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record); (or recorded) in the REAL ESTATE RECORDS. Attach A-Menduir if applicable.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			ALL Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

File 4393.001

EXHIBIT A
List of Domain Names

- SecretofAtlantis.biz
- SecretofAtlantis.info
- SecretofAtlantis.org
- SecretsofAtlantis.biz
- SecretsofAtlantis.info
- SecretsofAtlantis.org
- SecretsofAtlantis.us
- FarmaSea.com
- Sea-Veg.com
- SuperSeaVegg.com
- UltimateSeaVeg.com
- UltimateSeaVegg.com
- TryMoby.com
- BuySeaVeg.com
- BuySeaVeg.net
- BuySeaVegg.net
- SeaVeggSupreme.com
- SeaVegSupreme.com
- SecretofAtlantis.com
- SecretofAtlantis.net
- SecretsofAtlantis.net
- SuperSeaVeg.com
- SecretofAtlantis.us
- FarmaSea.org
- SeaVegg.com
- FarmaSea.us
- SeaVegg.biz
- FarmaSea.net
- PharmaSea.net
- PharmaSea.co.uk
- PharmaSea.biz
- FarmaSea.tv
- PharmaSea.tv
- SeaVeg.org
- SeaVegg.co.uk
- FarmaSea.info
- PharmaSea.info
- SeaVeg.biz
- PharmaSea.de
- FarmaSea.biz
- SeaVegg.tv
- SeaVeg.mobi
- PharmaSea.us
- SeaVeg.tv
- FarmaSea.cc
- SeaCentrum.com
- SeaBiotica.com
- Calseaum.com
- Calseayum.com
- Chloroblast.com
- Farmacuetical.com
- Farmasec.com
- Microceutical.com
- Multiceutical.com
- Nutrisea.com
- Seacal.biz
- Seacal.com
- Seacal.net
- Seacal.tv
- SeaTreats.com
- SeaVeg.net
- SeaVeg.us
- SeaVegBiscuit.com
- SeaVegCal.com
- SeaVegg.info
- SeaVegg.net
- SeaVegg.org
- SeaVeggBiscuit.com
- SeaVeggCal.com
- SeaVeggSnack.com
- SeaVeggSupremeB4.com
- SeaVeggSupremeB4.net
- SeaVeggTreat.com
- SeaVegSilver.com
- SeaVeggSilver.com
- SeaVeggSilver.net
- SeaVegSupremeB4.com
- SeaVegSupremeB4.net
- SeaVegSnack.com
- SeaVegTreat.com
- TrySeaVeg.net
- TrySeaVeg.org
- TrySeaVegg.net
- TrySeaVegg.org
- SeaVegg.de
- SeaVegg.cc

EXHIBIT A
List of Domain Names

- SeaVeg.cc
- FarmaSea.bz
- SeaVegg.bz
- PharmaSea.bz
- SeaVeg.bz
- FarmaSea.jpn.com
- FarmaSea.com.cn
- PharmaSea.eu.com
- SeaVegg.us.com
- SeaVeg.us.com
- PharmaSea.de.com
- FarmaSea.uk.com
- Seaveg.com.cn
- SeaVeg.jpn.com
- PharmaSea.us.com
- SeaVeg.uk.com
- FarmaSea.eu.com
- SeaVegg.com.cn
- FarmaSea.de.com
- PharmaSea.uk.com
- SeaVegg.jpn.com
- SeaVegg.eu.com
- SeaVegg.uk.com
- SeaVegg.de.com
- SeaVeg.eu.com
- FarmaSea.us.com
- SeaVeg.de.com
- SeaVeg.eu
- FarmaSea.eu
- SeaVegg.eu
- PharmaSea.eu
- SeaVeg.de

NA-CLIENT NOV4300v393 - Good001 - Farmasea Health/UCCA/Exhibit A - List of Domain Names - Farmasea.doc

EXHIBIT B
List of Trademarks

Mark	Serial #	Registration #
<DESIGN MARK>	77408518	3511670
BRINGING OUT YOUR NATURE!	78395234	3024655
CALSEAUM	77089795	
EATING SEA VEGG DAILY, IS EATING RIGHT	78624090	3161888
ENCAPSULATING THE POWER OF SUN AND SEA	78624043	3089963
ENDORSED APPROVED INSURED FARMASEA HEALTH STEFAN KRAAN PH. D 1983 SCOTT KENNEDY	77551662	3743694
ENGINEERED BY MOTHER NATURE	78722651	3437849
EVERYTHING FROM ALPHA TO OMEGA	78722666	3442437
FARMASEA	76108541	2821955
MOTHER NATURE TREATS YOU BEST	78729713	
SALAD OF THE SEA	77628070	3791986
SEA VEG	76520627	2842682
SEA VEG	77601445	3786694
SEA VEG	78397118	3111163
SEA VEGG	78603109	3076484
SEA VEGG SUPREME	78619193	3437730
SEA VEGGY TAILS	85069130	
SEACAL BY FARMASEA HEALTH	77091261	3799904
SEAGUARD	78610553	3248354
SEALIFIA	85088362	3914516
SUPER SEA VEG	77601454	3795447
UNVITAMIN	77628072	3801748
WE GO TO GREAT DEPTHS FOR YOUR HEALTH	78729749	3428303

N:\CLIENT NO\4300\4393 - Good\001 - Farmasea Health\UCCs\Exhibit B - List of Trademarks - Farmasea.docx

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
James R. Nearhood, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**James R. Nearhood, Esq.
 NEARHOOD LAW OFFICES, PLC
 7537 E. McDonald Drive
 Scottsdale, Arizona 84250**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME: **Kennedy** FIRST NAME: **Scott** MIDDLE NAME: SUFFIX:

1c. MAILING ADDRESS: **21001 N. Tatum Blvd., Suite 1630-627** CITY: **Phoenix** STATE: **AZ** POSTAL CODE: **85050** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX:

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY:

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/SIP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME: **Good** FIRST NAME: **Greg** MIDDLE NAME: SUFFIX:

3c. MAILING ADDRESS: **6202 E. Cochise Road** CITY: **Scottsdale** STATE: **AZ** POSTAL CODE: **85253** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

Those Domain Names (3) listed on Exhibit A attached hereto and incorporated herein; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing.

Those Trademarks (3) listed on Exhibit B attached hereto and incorporated herein; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AS LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS - Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A
List of Domain Names

- SeaVegg.de
- Farmasea.de
- ScottKennedy.net

NA-CLIENT NO:43004393 - Good001 - Farmasea Health UCC's Exhibit A - List of Domain Names - Kennedy.doc

EXHIBIT B
List of Trademarks

Mark	Serial #	Registration #
SCOTT KENNEDY'S FARMASEA	78702422	
SEA VEG	76107626	
SCOTT KENNEDY	78702414	

NA- CLIENT NOM3004393 - Good001 - Farmasea Health\UCCs\Exhibit B - List of Trademarks - Kennedy.docx

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
James R. Nearhood, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**James R. Nearhood, Esq.
 NEARHOOD LAW OFFICES, PLC
 7537 E. McDonald Drive
 Scottsdale, Arizona 84250**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Farmasea Health, LLC, an Arizona limited liability company

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
21001 N. Tatam Blvd., Suite 1630-627 Phoenix AZ 85050 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any NONE
LLC Arizona L-1454216-9

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Good Greg

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
6202 E. Cochise Road Scottsdale AZ 85253 USA

4. This FINANCING STATEMENT covers the following collateral:
Inventory consisting of all or any part of five (5) metric tons of the FarmaSea® Blend of Sea Plants (FBSP), located at _____ or otherwise in the custody or control of Debtor.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAI-LOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum If applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA
File 4393.001