

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/24/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wonder Marketing, Inc.		07/24/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ambiance Cosmetics, Inc.
Street Address:	920 Garden St.
Internal Address:	c/o Koenig & Associates
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85224963	PROBIOXY
Serial Number:	85407518	TINY HINEY

CORRESPONDENCE DATA

Fax Number: 8055648262
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 805-965-4400
 Email: Kurt@incip.com
 Correspondent Name: Kurt Koenig
 Address Line 1: 920 Garden St.
 Address Line 4: Santa Barbara, CALIFORNIA 93101

ATTORNEY DOCKET NUMBER:	2256-154
NAME OF SUBMITTER:	Kurt Koenig

TRADEMARK

OP \$65.00 85224963

Signature:	/Kurt Koenig/
Date:	08/01/2012
Total Attachments: 2 source=PROBIOXY_TINY_HINEY_Assignment#page1.tif source=PROBIOXY_TINY_HINEY_Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of July 24, 2012 ("Effective Date") by and among **Wonder Marketing, Inc.**, a California corporation, with an address of 11601 Wilshire Blvd. #500, Los Angeles, CA 90025 ("**Assignor**") and **Ambiance Cosmetics, Inc.**, a California corporation, with an address of 18543 Yorba Linda Blvd. #117, Yorba Linda, CA 92886 ("**Assignee**").

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks in perpetuity, together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) the right to renew any trademark application or registration related to the Marks.

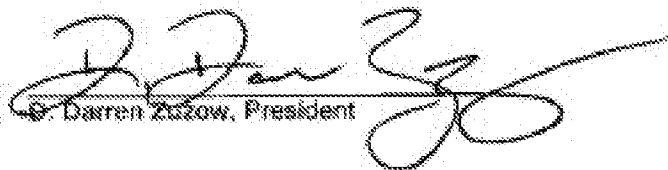
2. Assignor hereby authorizes all appropriate empowered officials in relevant jurisdictions related to the Marks to transfer all registrations and applications for the Marks to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications.

3. 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 Marks 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.

This Agreement has been executed as of the Effective Date.

Wonder Marketing, Inc.

By:


Darren Zuzow, President

Schedule A

Trade-Mark

Serial No.

Reg. No.

PROBIOXY

85224963

TINY HINEY

85407518