

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
Vitamec USA, Inc.		09/19/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	David P Stapleton		
Street Address:	514 South Flower Street		
Internal Address:	36th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3272756	T.RQ	
Registration Number:	3730887	GUMMI KING	
CORRESPONDENCE DATA			
Fax Number:	3104005661		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3104005662		
Email:	Ara@encorelaw.com		
Correspondent Name:	Ara A. Babaian, Esq.		
Address Line 1:	9401 Wilshire Boulevard		
Address Line 2:	Suite 900		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	Ara A. Babaian, Esq.		
Signature:	/Ara A. Babaian, Esq./		

OP \$65.00 3272756

Date:

09/25/2012

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is effective as of September 19, 2012, by **MOBA, INC.**, a California corporation ("Moba"), and **VITAMEC USA, INC.**, a California corporation (together with Moba, "Assignor"), in favor of **DAVID P. STAPLETON** ("Assignee"), solely in his capacity as the duly appointed receiver of the personal property of Assignor.

WHEREAS, Assignor is the owner of the trademarks set forth on **Exhibit A** attached hereto, as the same may or may not be registered with the United States Patent and Trademark Office ("Trademark Office") as noted on such **Exhibit A** (collectively, the "Trademarks"); and

WHEREAS, Assignee is the duly appointed and acting receiver of the personal property of Assignor pursuant to that certain *Order Granting Plaintiff's Ex Parte Application for an Order Appointing Receiver and Granting Certain Related Relief* filed on June 28, 2012, in that certain action entitled *Saehan Bank v. Moba, Inc.*, pending in the Superior Court of California, County of Los Angeles (the "**Superior Court**"), bearing Case No. BC487174. The Superior Court approved the transactions contemplated by this Assignment pursuant to that certain *Order Granting Receiver's Motion for Authorization to Sell Vitamec Assets* filed on September 11, 2012, in such lawsuit. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and any associated applications or registrations, together with the goodwill of the business so symbolized by the Trademarks and applications or registrations, pursuant to the foregoing court orders and this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademarks, including all words and/or designs comprising the Trademarks, together with the goodwill of the business symbolized by the Trademarks and applications or registrations thereof, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that it has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles and interests in, to and under the Trademarks, and applications or registrations thereof, granted by Assignor herein, and to deliver to Assignee, and to Assignee's attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.

2. **Further Assurances.** Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee or his

transferee, without any further consideration, in order to evidence or effectuate the assignment of the Trademarks and applications or registrations thereof as provided in this Assignment.

3. **Miscellaneous.** This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by any signatory by delivery of a facsimile or PDF signature, which signature shall have the same force and effect as an original signature.

4. **Court-Appointed Receiver.** Assignee is executing this instrument solely in his capacity as court-appointed receiver of Assignor. Assignee's liability hereunder, if any, is limited to the receivership estate created by his appointment as receiver. Assignee shall have no personal liability to Assignor hereunder. Any dispute concerning this instrument or the meaning or interpretation hereof shall be resolved solely and exclusively by the court appointing Assignee as receiver.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

ASSIGNOR:

MOBA, INC.

By: _____

Its: Viken Momdjian
Name: President

VITAMEC USA, INC.

By: _____

Its: Viken Momdjian
Name: President

ASSIGNEE:

DAVID P. STAPLETON,

solely in his capacity as the
court-appointed receiver of Moba, Inc. and
Vitamec USA, Inc.

Exhibit A

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Assignor</u>
"T.RQ"	3,272,756	Vitamec, Inc. *
design-only mark	2,727,086	Moba, Inc.
"Vitamec"	2,302,486	Moba, Inc.
"PRIMO"	3,409,675	Vitamec USA, Inc.
"Gummi King"	3,730,887	Vitamec, Inc. *

* Registrant is listed as Vitamec, Inc., which may either be the DBA for Moba, Inc. or it may be Vitamec USA, Inc. erroneously listed as "Vitamec, Inc."

Unregistered Trademarks

<u>Trademark</u>	<u>Serial Number **</u>	<u>Assignor</u>
"Mr. Tumeec"	76/332,839	Moba, Inc.
design-only mark	75/368,620	Moba, Inc.
"TORQ"	76/471,760	Moba, Inc.
"X-Patria"	76/256,926	Moba, Inc.
"Vitamec USA"	no application filed	Vitamec USA, Inc.
"Space Gummies"	no application filed	Vitamec USA, Inc.

** All of the trademark applications listed above were abandoned.