

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
David P Stapleton		09/19/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Zanon USA, Inc.
Street Address:	14141 Covello Street
Internal Address:	Building 2 Unit A
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91405
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3272756	T.RQ
Registration Number:	2727086	
Registration Number:	2302486	VITAMEC
Registration Number:	3730887	GUMMI KING

CORRESPONDENCE DATA

Fax Number: 3104005661
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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.
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OP \$115.00 3272756

Signature:	/Ara A. Babaian, Esq./
Date:	09/25/2012
Total Attachments: 4 source=Trademark Assignment (receiver to buyer)#page1.tif source=Trademark Assignment (receiver to buyer)#page2.tif source=Trademark Assignment (receiver to buyer)#page4.tif source=Trademark Assignment (receiver to buyer)#page5.tif	

ASSIGNMENT OF TRADEMARK

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

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, as the duly appointed and acting receiver of the personal property of the Companies 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, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, 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, on the terms and conditions set forth in the Asset Purchase Agreement, dated as of September 19, 2012, by and between Assignor and Assignee (the "**Purchase Agreement**"), and herein. Such assignment is authorized by the Superior Court pursuant to that certain *Order Granting Receiver's Motion for Authorization to Sell Vitamec Assets* filed on September 11, 2012, in such lawsuit.

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 he 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, 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.

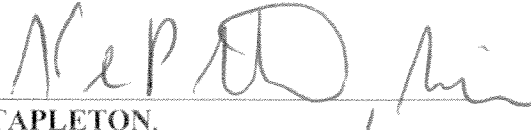
3. **Miscellaneous.** This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to 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. Along with the Purchase Agreement, 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.** Assignor is executing this instrument solely in his capacity as court-appointed receiver of the Companies. Assignor's liability hereunder, if any, is limited to the receivership estate created by his appointment as receiver. Assignor shall have no personal liability to Assignee hereunder. Any dispute concerning this instrument, the Purchase Agreement or the meaning or interpretation hereof or thereof shall be resolved solely and exclusively by the court appointing Assignor 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:



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

ASSIGNEE:

ZANON USA, INC.



By: _____

Name: Jasmeet Singh

Title: President

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. Tumece"	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.