

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
Ronald E. Stadtmeuller		07/11/2012	Bankruptcy Trustee: UNITED STATES
RECEIVING PARTY DATA			
Name:	QUALITY RAW MATERIALS & PREMIXES, LLC		
Street Address:	1000 S. Melrose Street, Ste B		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92870		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3128514	POMEGRANATE POWER	
CORRESPONDENCE DATA			
Fax Number:	9499438358		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-943-8300		
Email:	mnuguid@fishiplaw.com		
Correspondent Name:	FISH & ASSOCIATES, PC		
Address Line 1:	2603 MAIN STREET, STE 1000		
Address Line 4:	IRVINE, CALIFORNIA 92614-4271		
ATTORNEY DOCKET NUMBER:	101322.0046		
NAME OF SUBMITTER:	Robert D. Fish		
Signature:	/Robert D. Fish/		

Date:

09/25/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment of Trademarks") made and entered into effective July 12, 2012, by and between Ronald E. Stadtmueller ("Assignor" or "Trustee"), as the Trustee of the chapter 7 bankruptcy estate (the "Estate") of Ahmad and Terri Lyn Stiles Alkayali (collectively the "Debtors"), and **QUALITY RAW MATERIALS & PREMIXES, L.L.C.**, a limited liability company organized and existing under and by virtue of the laws of the state of California and having its principal place of business at 1000 S. Melrose Street, Suite B, Anaheim, California 92870 (hereinafter "Assignee").

RECITALS

WHEREAS, the Debtors filed a voluntary petition under title 11, United States Code (the "Bankruptcy Code") on June 30, 2011 (the "Petition Date") and Debtor's bankruptcy case is currently pending as Case No. 11-11082-LT7 before the United States Bankruptcy Court for the Southern District of California (the "Court");

WHEREAS, as of the Petition Date, Debtors owned or claimed an interest in the following trademarks, along with, to the full extent owned by the Trustee and/or within his authority to convey, the underlying goodwill of whatever business or arrangement may use such marks (collectively the "Assets"):

Serial No.	Reg. No. Date of Reg.	Word Mark	Class	Goods
76/640,321	3,111,028 7/4/ 2006	PureH.A.	IC 005	Food Supplements
76/165,442	2,693,894 3/4/2003	KOLLA2	IC 005	Nutritional Supplement
76/640,322	3,128,514 8/15/2006	POMEGRANATE POWER	IC 005	Food Supplements

WHEREAS, the Court has held that, pursuant to the provisions of section 541(a) of the Bankruptcy Code, the Assets are the property of the Estate;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of the Estate's right, title, and interest in and to the Assets, whether known or unknown to the Trustee, in "as is" and "where is" condition without any claim or warranty of validity, enforceability or factual support associated with either; and Assignee desires to receive the Assets under said conditions;

WHEREAS, on or about June 27, 2012, the Court entered an order (the "Sale Order") that approved the Trustee's sale of the Assets to Assignee and consistent therewith the parties entered into an asset purchase agreement (the "Asset Purchase Agreement") dated July 12, 2012, and no order of the Court, or any applicable appellate court has been entered prohibiting or

otherwise staying the effect of the Sale Order, the Trustee's execution of this Assignment or the transfer of the Estate's right, title and interest in the Assets to the Assignee;

NOW, THEREFORE, in consideration of payment of the purchase price set forth in the Asset Purchase Agreement and other good and valuable consideration, and the mutual covenants contained herein and in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers assigns, delivers and contributes to Assignee all of the Estate's right, title, and interest of whatever kind in and to the Assets. Without limiting the extent of the Assets as defined in the recitals set forth above, the Assets include the following:

All of Assignor's worldwide right, title and interest in the registrations and unregistered common law rights associated with the trademarks along with, to the full extent owned by the Trustee and/or within his authority to convey, the underlying goodwill of whatever business or arrangement may use such marks listed below:

Serial No.	Reg. No. Date of Reg.	Word Mark	Class	Goods
76/640,321	3,111,028 7/4/ 2006	PureH.A.	IC 005	Food Supplements
76/165,442	2,693,894 3/4/2003	KOLLA2	IC 005	Nutritional Supplement
76/640,322	3,128,514 8/15/2006	POMEGRANATE POWER	IC 005	Food Supplements

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee all of the Estate's right, title, and interest in the Assets.


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

This Assignment of Trademarks may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment of Trademarks as of this ____ day of _____, 2012.

ASSIGNOR:

Ronald E. Stadtmueller, not individually,
but as Trustee for the bankruptcy estate of
Ahmad and Terri Lyn Stiles Alkayali,
Case No. 11-11082-LT7 (Bankr., S.D. Cal.)

By: 
Ronald E. Stadtmueller

ASSIGNEE:

QUALITY RAW MATERIALS &
PREMIXES, L.L.C.

By: _____

Name: Mohammad Ishaq

Its: Manager

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On July 11, 2012 before me, Brooke Erin Freitas, Notary Public, personally appeared Ronald Eugene Stadtmueller, 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.



Brooke Erin Freitas
(Notary Public)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2012 before me, _____, personally appeared _____, 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.

(Notary Public)

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment of Trademarks as of this ____ day of _____, 2012.

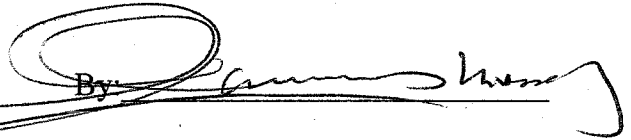
ASSIGNOR:

Ronald E. Stadtmueller, not individually,
but as Trustee for the bankruptcy estate of
Ahmad and Terri Lyn Stiles Alkayali,
Case No. 11-11082-LT7 (Bankr., S.D. Cal.)

By: _____
Ronald E. Stadtmueller

ASSIGNEE:

QUALITY RAW MATERIALS &
PREMIXES, L.L.C.

By:  _____

Name: Mohammad Ishaq

Its: Manager

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On June 29, 2012 before me, Janet Jimenez (Notary Public), personally appeared Mohammad Isnaq, 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]
(Notary Public)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2012 before me, _____, personally appeared _____, 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.

(Notary Public)