900235999 10/15/2012

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
Maurice Van Pelt		09/14/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	PhD Marketing, Inc.	
Street Address:	460 E. 4th St.	
Internal Address:	Suite A	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90013	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2934939	CHRONIC CANDY

CORRESPONDENCE DATA

Fax Number: 3104005662

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 310-400-5661
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./
Date:	10/15/2012

Total Attachments: 2

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TRADEMARK REEL: 004881 FRAME: 0066 OF \$40.00 Z834838

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is effective as of September 14, 2012, by Maurice Van Pelt, an individual ("Assignor"), in favor of PhD Marketing, Inc., a California corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark "Chronic Candy", which was registered with the United States Patent and Trademark Office ("Trademark Office") on March 22, 2005, under the registration number 2,934,939 (the "Trademark"); and

WHEREAS, 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 Trademark and any associated application or registration, together with the goodwill of the business so symbolized by the Trademark and any such application or registration, on the terms and conditions set forth herein and as set forth in that certain Trademark Purchase and Assignment Agreement, dated as of September 14, 2012, by and between Assignor and Assignee (the "Purchase Agreement").

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

- Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark 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 Trademark, including all words and/or designs comprising the Trademark, together with the goodwill of the business symbolized by the Trademark 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 Trademark 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 Trademark granted by Assignor herein, and to deliver to Assignee, and to Assignee's aftorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.
- 2. <u>Further Assurances</u>. 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 Trademark and any application or registration thereof as provided in this Assignment
- 3. <u>Miscellaneous</u>. 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

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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 and the Purchase Agreement constitute the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersede and cancel all previous written and oral agreements and communications relating to the subject matter hereof.

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:

MAURICE VAN PERT

ASSIGNEE:

PHD MARKETING, INC.

By: Thaer Ahmad

Title: President

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TRADEMARK REEL: 004881 FRAME: 0068

RECORDED: 10/15/2012