

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
Nature's Protein		04/30/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	J. Strickland & Co.		
Street Address:	10420 Desoto Road		
City:	Olive Branch		
State/Country:	MISSISSIPPI		
Postal Code:	38654		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1662150	SMOOTH & STRAIGHT	
Registration Number:	2010037	DOO GRO	
Registration Number:	2309871	DEEP DOWN	
Registration Number:	2631549	NATURE'S PROTEIN	
Registration Number:	3045168	MEGA THICK	
Registration Number:	3595262	MEGA LONG	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.683.9317		
Email:	tvaughn@jordaniplaw.com		
Correspondent Name:	Todd A. Vaughn		
Address Line 1:	Jordan IP Law, LLC		
Address Line 2:	1701 Pennsylvania Ave., NW Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		

OP \$165.00 1662150

ATTORNEY DOCKET NUMBER:	0529-731
NAME OF SUBMITTER:	Todd A. Vaughn
Signature:	/TAV/
Date:	10/30/2012
Total Attachments: 6 source=Trademark Assignment-signed by Natures Protein#page1.tif source=Trademark Assignment-signed by Natures Protein#page2.tif source=Trademark Assignment-signed by Natures Protein#page3.tif source=Trademark Agreement - signed by Strickland#page1.tif source=Trademark Agreement - signed by Strickland#page2.tif source=Trademark Agreement - signed by Strickland#page3.tif	

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 30th of April, 2012, by NATURE'S PROTEIN, INC. a WI corporation ("Assignor"), and J. STRICKLAND & CO. a Tennessee corporation and with a place of business at 10420 Desoto Road, Olive Branch, MS 38654 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in, to and under the trademarks, and the corresponding applications and registrations therefor, listed on Schedule I hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 2012 (the "Purchase Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Trademarks of the Assignor (the "Assignment of the Trademarks");

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and to confirm the Assignment of the Trademarks for purposes of filing the same with the United States Patent and Trademark Office (the "USTPO"), the parties hereto agree as follows:

1. Assignment of Trademarks. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the following:

- a) the Trademarks;
- b) any and all registrations and applications for registration of the Trademarks; and
- c) the goodwill associated with the Trademarks.

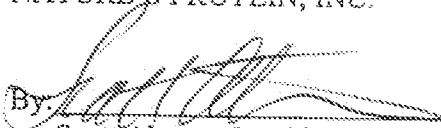
2. Recordation of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the USPTO to record each of the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Agreement.

3. Amendments and Waivers. No alteration, modification or change of this Assignment shall be valid except by an agreement in writing executed by the parties hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

NATURE'S PROTEIN, INC.

By: 
Scott Altman, President

ASSIGNEE:

J. STRICKLAND & CO.

By: _____
James McKelroy, Executive Vice President

SCHEDULE I

Trademarks:

EFMSG FILE #	MARK COUNTRY	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	GOODS	ACTION/STATUS
359 004	DEEP DOWN US	75460,294 4/1/1998	2 389 871 1/16/2000	Hair care preparations, Cl. 3	Renewal Due 1/19/2020
359 003	DOO GRO Australia	1402060 12/24/2010	1402060 7/20/2011	Hair care preparations, Cl. 3	Renewal Due:12/24/2020
359 015	DOO GRO Canada	1043537 1/21/2000	555004 1/7/2002	Hair care preparations	Renewal Due 1/7/2017
359 076	DOO GRO China	8563475		Hair care preparations, Cl. 3	Renewal Due 3/27/2020
359 014	DOO GRO CTM	001472208 1/21/2000	001472208 9/14/2001	Hair care preparations	Renewal Due 1/21/2020
359 070	DOO GRO Nigeria	F/T/M/2006/7 10/3			
359 028	DOO GRO South Africa	2011/19792 6/11/2011			
359 002	DOO GRO US	75007,099 10/16/1995	3,010,037 10/27/1998	Hair care preparations, Cl. 3	Renewal Due: 10/27/2018
359 069	MEGA LONG US	77004,499 8/21/2000	3,095,202 3/24/2003	Hair care products, namely shampoos, conditioners, relaxers, styling treatments, hair oils, hair lotions, hair vitalizers, Cl. 3	Decl of Use Due 3/24/2015 Renewal Due: 3/24/2018
359 081	MEGA THICK Australia	14/17/017 12/24/2010			Acceptance Deadline: 7/18/2012
359 077	MEGA THICK China		8563410 3/28/2010	Hair care preparations, Cl. 3	Renewal Due 3/27/2020
359 072	MEGA THICK CTM	006188577 5/10/2007	6188577 7/24/2008		Renewal Due: 5/10/2017
359 073	MEGA THICK Nigeria	F/T/M/2006/7 10/1			
359 071	MEGA THICK South Africa	2007/14405 7/5/2007	2007/14405 7/5/2007	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps, perfumery, essential oils, cosmetics, hair lotions; dentifrices, Cl. 3	Renewal Due: 7/5/2017
359 049	MEGA THICK US	78455,090 7/23/2004	3,040,163 1/17/2005		Renewal Due: 1/17/2016
359 033	NATURE'S PROTEIN US	78553,816 12/19/2005	2,691,549 10/8/2002	Hair care preparations, shaving preparations and non-medicated skin care preparations, namely, shaving lotions, shaving gels, skin conditioners and after shave lotions, Cl. 3	Renewal Due 10/8/2012
359 005	SMOOTH & STRAIGHT US	74019,835 1/16/2003	1,662,150 10/20/2001	Non-medicated hair lotions, namely relaxers, shampoos and conditioners, Cl. 3	Renewal Due 10/20/2011

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 30 of April, 2012, by NATURE'S PROTEIN, INC. a _____ corporation ("Assignor"), and J. STRICKLAND & CO. a Tennessee corporation and with a place of business at 10420 Desoto Road, Olive Branch, MS 38654 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in, to and under the trademarks, and the corresponding applications and registrations therefor, listed on Schedule I hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated 4/4/12 (the "Purchase Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Trademarks of the Assignor (the "Assignment of the Trademarks");

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and to confirm the Assignment of the Trademarks for purposes of filing the same with the United States Patent and Trademark Office (the "USTPO"), the parties hereto agree as follows:

1. Assignment of Trademarks. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the following:

- a) the Trademarks;
- b) any and all registrations and applications for registration of the Trademarks; and
- c) the goodwill associated with the Trademarks.

2. Recordation of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the USTPO to record each of the Trademarks, and title thereto, as the property of Assignee, in accordance with the terms of this Agreement.

3. Amendments and Waivers. No alteration, modification or change of this Assignment shall be valid except by an agreement in writing executed by the parties hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof

4. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Tennessee applicable to agreements made and to be performed therein.

5. Binding Effect; Third Party Beneficiaries. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns; and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person or entity any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. Counterparts; Signature by Facsimile. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by any party by the delivery by such party by facsimile or other electronic transmission of a copy of the signature page of this Agreement duly executed by such party. Any copy of this Agreement so executed by facsimile or other electronic transmission shall be deemed to be an originally executed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the day and year first above written.


ASSIGNOR:

NATURE'S PROTEIN, INC.

By: _____
Scott Altman, President

ASSIGNEE:

J. STRICKLAND & CO.

By:  _____
James McKelroy, Executive Vice President