TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SGF Holdings LLC		02/18/2013	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	New Zealand Health Association Limited
Street Address:	124 Pah Road
City:	Auckland
State/Country:	NEW ZEALAND
Postal Code:	1023
Entity Type:	LIMITED LIABILITY COMPANY: NEW ZEALAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77818451	CHANGING THE WAY THE WORLD SWEETENS FOOD AND BEVERAGE, NATURALLY.
Serial Number:	77818480	NEUTREBA
Registration Number:	3876298	SWEET GREEN FIELDS
Serial Number:	85601699	ALTESSE
Serial Number:	85601693	ALTESSESTEVIA
Serial Number:	85601643	GREENESSESTEVIA
Serial Number:	85577370	GREENSWEET
Serial Number:	77818473	NECTUR
Serial Number:	85601689	OPTESSE
Serial Number:	85601682	OPTESSESTEVIA
Serial Number:	85577367	OPTISWEET
Serial Number:	85601616	ORGANOSWEET
Serial Number:	85601626	PREMASWEET

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Serial Number:	85601669	PURESSE
Serial Number:	85601663	PURESSEORGANICS
Serial Number:	85601634	PURESSESTEVIA
Serial Number:	85601678	SWEETNESSE
Serial Number:	85601673	SWEETNESSESTEVIA
Serial Number:	85601650	ULTESSESTEVIA
Serial Number:	85577359	ULTRASWEET
Serial Number:	85577373	VALUSWEET

CORRESPONDENCE DATA

Fax Number: 2023448300

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

Phone: 202-344-8546
Email: ajzottola@venable.com
Correspondent Name: A.J. Zottola
Address Line 1: 575 7th Street, NW
Address Line 2: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-9998

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	A.J. Zottola (Venable LLP)
Signature:	/A.J. Zottola (Venable LLP)/
Date:	03/12/2013

Total Attachments: 14
source=20130218 Secured Promissory Note consolidated NZHA SGFH (redacted)#page1.tif
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SECURED PROMISSORY NOTE

[redacted] **18 February, 2013**

FOR VALUE RECEIVED, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of NEW ZEALAND HEALTH ASSOCIATION LTD., a New Zealand limited company ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of [redacted] (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note"):

1. Interest. Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to Five Percent (5%), compounding annually, and shall be added to the principal balance of this Note.

2. Repayment. The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on October 1, 2013 (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

3. Application of Payments. All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

4. Security.

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is

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irrevocable and coupled with an interest, for the purpose of perfecting its security interest in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

5. Prepayments. This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

6. Representations and Warranties. To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) Title to Collateral; Priority of Security Interest. Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) Other Names. Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

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name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws; Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

7. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or

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any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

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8. Default. Each of the following shall constitute an event of default under this Note (a "Default Event"):

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

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9. Default Interest Rate. Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "Default Interest Rate").

10. Costs of Collection. Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

11. Failure to Exercise Rights. Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

12. Waiver of Protest. Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

13. Applicable Law. This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

14. Amendments; Waiver. No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

15. Notice. All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to: NEW ZEALAND HEALTH ASSOCIATION LIMITED
124 Pah Road

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Royal Oak, Auckland 1023
New Zealand

If to Maker, to: SGF HOLDINGS LLC
11 Bellwether Way, Suite 305
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.

16. **Successors and Assigns.** This Note shall be binding upon Maker and its successors and assigns.

* * * SIGNATURE PAGE FOLLOWS * * *

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IN WITNESS WHEREOF, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

MAKER:

SGF HOLDINGS LLC

By: _____(SEAL)
Name: Dean Francis
Title: Chief Executive Officer

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

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SCHEDULE 6(a)

Permitted Liens

Liens securing Maker's obligations under:

(i) that certain Secured Promissory Note, dated 18 February, 2013, in the original principal amount of [redacted] made by Maker in favor of Global Health & Wellness Trustee Ltd.; and

(ii) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

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SCHEDULE 6(c)

Location of Goods and Inventory

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Julian Rigby, Inc. - 199 Tobacco Lane, Alma, GA 31510

Avoca, Inc. - 841 Avoca Farm Road, Merry Hill, NC 27957

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SCHEDULE 6(d)

Intellectual Property

PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"

US Patent	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
US Patent	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 12/969606 Pub #: US-2011-0124587-A1	
US Patent	US	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 13/038269	
US Patent	US	Title: Rebaudioside A Purification Method SGF Holdings LLC(SGF)	Pending Serial #: 13/070466 Pub #: 2011-0251380	
US Patent	US	Title: Steviol Glycoside Coated Sugar and Related Method SGF Holdings LLC(SGF)	Pending Serial #: 61/599913	
US Patent	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Serial #: 61/599917	

Foreign Patent	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
Foreign Patent	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Pending Serial #: 2011218644	
Foreign Patent	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Serial #: P10516927-5	
Foreign Patent	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Pending Serial #: 2583909	
Foreign Patent	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Serial #: 1092-2007	
Foreign Patent	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025

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Foreign Patent	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Serial #: 201110212618.0	
Foreign Patent	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRiro	Pending Serial #: 05810517.2	
Foreign Patent	Europe	Title: Pure and Substanitally Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRiro	Pending Serial #: 11.185.279.4	
Foreign Patent	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 2149/CHENP/2007	
Foreign Patent	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Pending Serial #: 2007-537037	
Foreign Patent	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Serial #: None	
Foreign Patent	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
Foreign Patent	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Serial #: MX/a/2011/007208	
Foreign Patent	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Allowed Serial #: PI20070580	
Foreign Patent	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	New Serial #: None	
Foreign Patent	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Serial #: 555239	Issued: 10/18/2005 Pat. #: 555239
Foreign Patent	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Granted Serial #: 583403	

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PLANT PATENT; STEVIA PLANT NAMED 'T60'

United States. Application Serial No. 12/799,668

USA TRADEMARKS;

CHANGING THE WAY THE WORLD SWEETENS FOOD AND BEVERAGE, NATURALLY.
U.S. Trademark Serial No. 77/818451; Filing Date: September 2, 2009

NEUTREBA
U.S. Trademark Serial No. 77/818480; Filing Date: September 2, 2009

SWEET GREEN FIELDS
U.S. Trademark Registration 3876298; As at November 16, 2010

ALTESSE
U.S. Trademark Serial No. 85/601699; Filing Date: April 18, 2012

ALTESSESTEVIA
U.S. Trademark Serial No. 85/601693; Filing Date: April 18, 2012

GREENESSESTEVIA
U.S. Trademark Serial No. 85/601643; Filing Date: April 18, 2012

GREENSWEET
U.S. Trademark Serial No. 85/577370; Filing Date: March 22, 2012

NECTUR
U.S. Trademark Serial No. 77/818473; Filing Date: September 2, 2009

OPTESSE
U.S. Trademark Serial No. 85/601689; Filing Date: April 18, 2012

OPTESSESTEVIA
U.S. Trademark Serial No. 85/601682; Filing Date: April 18, 2012

OPTISWEET
U.S. Trademark Serial No. 85/577367; Filing Date: March 22, 2012

ORGANOSWEET
U.S. Trademark Serial No. 85/601616; Filing Date: April 18, 2012

PREMASWEET

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U.S. Trademark Serial No. 85/601626; Filing Date: April 18, 2012

PURESSE
U.S. Trademark Serial No. 85/601669; Filing Date: April 18, 2012

PURESSEORGANICS
U.S. Trademark Serial No. 85/601663; Filing Date: April 18, 2012

PURESSESTEVIA
U.S. Trademark Serial No. 85/601634; Filing Date: April 18, 2012

SWEETNESSE
U.S. Trademark Serial No. 85/601678; Filing Date: April 18, 2012

SWEETNESSESTEVIA
U.S. Trademark Serial No. 85/601673; Filing Date: April 18, 2012

ULTESSESTEVIA
U.S. Trademark Serial No. 85/601650; Filing Date: April 18, 2012

ULTRASWEET
U.S. Trademark Serial No. 85/577359; Filing Date: March 22, 2012

VALUSWEET
U.S. Trademark Serial No. 85/577373; Filing Date: March 22, 2012