

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											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Robb Evans and Robb Evans & Associates, LLC as Permanent Receiver over Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc., Fortune Network Marketing (UK) Limited</td> <td></td> <td>08/19/2013</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Robb Evans and Robb Evans & Associates, LLC as Permanent Receiver over Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc., Fortune Network Marketing (UK) Limited		08/19/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
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RECEIVING PARTY DATA											
Name:	Absolutely Natural, Inc.										
Street Address:	640 Atlantis Road										
City:	Melbourne										
State/Country:	FLORIDA										
Postal Code:	32904										
Entity Type:	CORPORATION: FLORIDA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3163693</td> <td>TRUE ESSENTIALS</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3163693	TRUE ESSENTIALS		
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Registration Number:	3163693	TRUE ESSENTIALS									
CORRESPONDENCE DATA											
Fax Number:	4079267720										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	(407) 926-7706										
Email:	bmahan@iplawfl.com										
Correspondent Name:	Robert L. Wolter										
Address Line 1:	390 North Orange Avenue, Suite 2500										
Address Line 4:	Orlando, FLORIDA 32801										
ATTORNEY DOCKET NUMBER:	12225-001										

OP \$40.00 3163693

NAME OF SUBMITTER:	Robert L.Wolter
Signature:	/Robert L.Wolter/
Date:	08/29/2013
Total Attachments: 10 source=Assignment of Trademark (True Essentials)#page1.tif source=Assignment of Trademark (True Essentials)#page2.tif source=Assignment of Trademark (True Essentials)#page3.tif source=Assignment of Trademark (True Essentials)#page4.tif source=Assignment of Trademark (True Essentials)#page5.tif source=Assignment of Trademark (True Essentials)#page6.tif source=Assignment of Trademark (True Essentials)#page7.tif source=Assignment of Trademark (True Essentials)#page8.tif source=Assignment of Trademark (True Essentials)#page9.tif source=Assignment of Trademark (True Essentials)#page10.tif	

ASSIGNMENT OF TRADEMARK

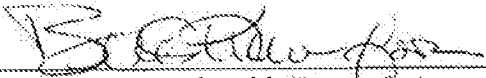
Alan Clark Holdings, LLC, a Kentucky Limited Liability Company, by Robb Evans and Robb Evans & Associates, its Permanent Receiver appointed in the action entitled Federal Trade Commission, et al. v. Fortune Hi-Tech Marketing, Inc. et al., Case No. 5:13 cv 123 KSF pending in the United States District Court for the Eastern District of Kentucky (“Assignor”), is the owner of the trademark TRUE ESSENTIALS (“the Mark”) which is also the subject of United States Registration No. 3,163,693 (“the Registration”).

WHEREAS, Assignor desires to sell, transfer and assign to Absolutely Natural, Inc., a Florida corporation (“Assignee”), all of Assignor’s right, title and interest in and to the Mark and the Registration.

1. Assignment. For good and valuable consideration, Assignor hereby irrevocably assigns, transfers and conveys to the Assignee and its successors and assigns all worldwide right, title and interest in, to and under the Mark and the Registration (and all renewals and extensions thereof), together with all common law rights associated with the Mark and the Registration, and all goodwill associated therewith and symbolized thereby, together with all rights to profits, damages and other relief for any past, present and future infringements of the Mark or the Registration, and the right to sue and collect the same for Assignee’s own use and benefit and the benefit of Assignee’s successors, assigns, or legal representatives, and to fully and entirely stand in the place of the Assignor in all matters related to the Mark and Registration.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors, assigns and/or legal representatives may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably requested by Assignee to effect the terms of this Assignment and its recordation in relevant state and national trademark offices. Assignor also hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor’s name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which the Mark and Registration is issued, or in which Assignee desires to seek protection for the Mark and Registration.

ALAN CLARK HOLDINGS, LLC (“Assignor”)

By: 
Robb Evans and Robb Evans & Associates
LLC, Permanent Receiver of Alan Clark
Holdings, LLC, a Kentucky Limited Liability
Company

AGREEMENT FOR SALE OF PERSONAL PROPERTY

This Agreement for Sale of Personal Property ("Agreement") is made as of August 16, 2013, by and between Robb Evans and Robb Evans & Associates LLC as Permanent Receiver ("Receiver") over Fortune Hi-Tech Marketing, Inc., FHTM, Inc., Alan Clark Holdings, LLC, FHTM Canada, Inc., Fortune Network Marketing (UK) Limited and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities ("Receivership Defendants"), on the one hand, and Absolutely Natural, Inc. ("Buyer"), on the other.

AGREEMENT

1. Sale of Inventory. Subject to payment by the Buyer of the Inventory Purchase Price, as hereinafter defined, the Receiver agrees to sell to Buyer, and Buyer agrees to purchase from the Receiver, all right, title and interest in the Receivership Defendants' Envy Organics inventory and True Essentials inventory located at the Receivership Defendants' Danville warehouse located at 20 Gose Pike, Danville, Kentucky ("Danville Warehouse"), consisting of the following: all of the Envy Organics items ("Envy Organics Inventory") and all of the True Essentials items ("True Essentials Inventory") (collectively, the "Inventory") located at the Danville Warehouse.

2. Inventory Accounting. Not later than August 23, 2013, Buyer shall evaluate the Inventory and provide the Receiver with an accounting of the Inventory ("Inventory Accounting") identifying saleable items in the Envy Organics Inventory ("Saleable Envy Organics Inventory") and saleable items in the True Essentials Inventory ("Saleable True Essentials Inventory") (collectively, "Saleable Inventory"). An item shall be saleable for the purposes of the Inventory Accounting except and in the event that the product has an expiration or perishable date and such date has expired at the time of the Inventory Accounting.

3. Inventory Purchase Price. In order to pay the Inventory Purchase Price, Buyer shall resell the Saleable Inventory. Buyer shall pay to the Receiver a portion of the resale proceeds from the Saleable Inventory ("Inventory Purchase Price") as follows:

A. For each item of Saleable Inventory resold by Buyer at an amount in excess of the Book Inventory Value of such item, Buyer shall pay to the Receiver eighty percent (80%) of the value of the item carried on the Receivership Defendants' books as of the date of this Agreement ("Book Inventory Value"), plus twenty percent (20%) of the amount in excess of the Book Inventory Value of the item; and

B. For each item of Saleable Inventory resold by the Buyer at or less than the amount of the Book Inventory Value of such item, Buyer shall pay to the Receiver fifty percent (50%) of the amount the item is sold for.

Buyer agrees it shall use its best, good faith efforts to maximize the resale price of the Saleable Inventory.

4. Inventory "As Is, Where Is" Purchase: Independent Investigation of Inventory by Buyer. Buyer recognizes and acknowledges that the Receiver is selling the Inventory in its capacity as Receiver. Buyer further recognizes and acknowledges that to the maximum extent permitted by law the Inventory is sold to Buyer "as is, where is" and "with all faults" and without any representations or warranties of any kind or nature whatsoever, express, implied or statutory, including without limitation and by way of example only, no representations and/or warranties as to (a) the nature or extent of the title or interest held by the Receivership Defendants in and to the Inventory, (b) the nature, design, description, quantity, value, extent, and/or condition of the Inventory or any part thereof; (c) the merchantability, marketability and/or profitability of the Inventory or any part thereof; (d) the fitness of the Inventory for any particular or intended use or purpose, including without limitation any use or purpose intended for the Inventory by Buyer; (e) the quality of the products or conformity thereof to specifications, the presence or absence of any latent or other defects, whether or not discoverable with respect to the Inventory or any part thereof; (f) the compliance of the Inventory with any laws, rules, ordinances or regulations of any applicable governmental authority or body; and (g) any other matter with respect to the Inventory. Buyer further acknowledges and agrees that certain items of the Inventory have expiration or perishable dates by which they may no longer be fit and/or safe for resale and/or use, and that the Receiver has not tested or investigated any of the Inventory regarding whether such items are fit and/or safe for resale and/or use. The Receiver therefore makes no representations and/or warranties to Buyer whatsoever as to the fitness, quality, condition, effectiveness and/or safety of the Inventory for resale or for use and the Receiver shall not be liable for any failure to investigate or test the Inventory. Buyer shall rely solely on its own due diligence, investigation and testing of the Inventory and not on any information provided or to be provided by the Receiver in connection with this sale.

5. Buyer's Inspection and Testing of Inventory. Buyer acknowledges and agrees that it is relying on its own physical inspection, due diligence and testing of the Inventory in entering into this Agreement and that Buyer is solely responsible for determining whether the Inventory is fit and/or safe for resale and/or use.

6. Buyer's Waiver. Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have against the Receivership Defendants and the Receiver, in its individual, corporate and/or receivership capacity regarding any form of warranty, express or implied, of any kind or type, relating to the Inventory or any of the matters referred to in paragraphs 4 and 5 above. Such waiver is absolute, complete, total and unlimited. Such waiver includes, but is not limited to, a waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, strict liability rights, and claims, liabilities, demands, causes of action of every kind and type, whether statutory, contractual or under tort principles, at law or in equity, including but not limited to, claims regarding defects which may have been discoverable, claims regarding defects which were not or are not discoverable, product liability claims, product liability type claims, and all other extant or later created or conceived of strict liability or strict liability type claims and rights.

7. Indemnification. Buyer agrees to indemnify, protect, defend, save and hold harmless the Receiver from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, fees and expenses (excluding attorneys'

fees and court costs) in any way relating to or in connection with or arising out of Buyer's inspection, acquisition, testing, ownership, resale, use, maintenance and/or management of the Inventory, including but not limited to any claims of third parties regarding the Inventory.

8. Payment of Inventory Purchase Price. The Inventory Purchase Price shall be paid by Buyer to the Receiver by cashier's check, wire transfer or other cash equivalent in five installments, with each payment to be made on the 10th day of each month, beginning on October 10, 2013 and ending on January 10, 2014. Each installment payment shall include proceeds from the Buyer's resale of the Saleable Inventory for the calendar month preceding the payment date and Buyer shall include an itemized accounting of the Saleable Inventory sold. By way of example only, on October 10, 2013, Buyer would provide to the Receiver payment and an accounting for Saleable Inventory sold through September 30, 2013. Buyer's accounting of Saleable Inventory shall include for each item: a) the Book Inventory Value; b) sale price; and c) breakdown of the division of the sale proceeds between the Receiver and the Buyer.

9. Buyer's Resale of Saleable Inventory. Buyer shall have until December 31, 2013 to resell the Saleable Inventory in order to pay the Inventory Purchase Price. Buyer shall be responsible for the resale of the Saleable Inventory, all customer inquiries and fulfillment requests, returns of items and customer service issues regarding the resale of the Saleable Inventory. The Receiver shall direct any inquiries it receives concerning the Inventory to Buyer. In addition, the Receiver shall notify all former representatives of the Receivership Defendants of the Receiver's sale of the Inventory to Buyer.

10. Disposal of Perishable Inventory and Unsold Saleable Inventory. At its own expense, Buyer shall promptly dispose of all Inventory that is past its expiration or perishable date. In addition, as to all Saleable Inventory not sold by December 31, 2013, Buyer shall promptly dispose of it, unless the parties agree in writing prior to that date to other arrangements. Buyer shall provide to the Receiver signed statements of disposal for such products promptly after each disposal of Inventory is completed.

11. Packing and Removal of Inventory. Buyer shall commence packing and removal of the Inventory, at Buyer's own expense, upon the parties' execution of this Agreement. Buyer shall commence packing and removal of the Inventory during regular business hours. Buyer shall cause all of the Inventory to be removed from the Danville Warehouse by not later than close of business on September 6, 2013. Buyer shall notify the Receiver of the address of the location where the Inventory has been relocated.

12. Sale and Assignment of U.S. Trademarks. Subject to payment by the Buyer as set forth in paragraph 13, the Receiver agrees to sell and assign to Buyer, and Buyer agrees to purchase from the Receiver, all right, title and interest in the Receivership Defendants' United States trademarks, together with the goodwill of such trademarks, associated with the Envy Organics Inventory and True Essentials Inventory, consisting of U.S. Registration Number 4,126,089 for the trademark "ENVY ORGANICS" registered April 10, 2012 as reflected in the records of the United States Patent and Trademark Office under Serial No. 85052368 ("Envy Organics Trademark") and U.S. Registration Number 3,163,693 for the trademark "TRUE ESSENTIALS" registered on October 24, 2006 as reflected in the records of the

United States Patent and Trademark Office under Serial No. 78497890 ("True Essentials Trademark") (collectively, the "U.S. Trademarks").

13. U.S. Trademarks Purchase Price. Receiver shall sell the U.S. Trademarks to Buyer in exchange for Buyer's payment to the Receiver as follows:

A. Buyer shall pay to the Receiver

B. Buyer shall pay to the Receiver

14. Transfer of the U.S. Trademarks to Buyer. To the extent possible, the sale and assignment of right, title and interest in the U.S. Trademarks shall be concurrent with the execution of this Agreement by the parties. In addition, Buyer agrees and acknowledges that Buyer is responsible for maintaining and preserving the U.S. Trademarks and to effectuate the sale and assignment of the U.S. Trademarks. The Receiver has prepared assignments concerning the U.S. Trademarks, which are attached hereto as Exhibits 1 and 2, which the Buyer shall be responsible for recording. The Receiver does not represent or warrant that such assignment will be accepted for recording. Buyer shall be responsible for preparing, recording and filing all other documentation concerning the U.S. Trademarks. The Receiver shall execute any necessary documentation to enable the Buyer to record the sale and assignment of the U.S. Trademarks. In addition, to assist the Buyer, the Receiver shall provide Buyer with copies of all documents in the Receiver's possession concerning the U.S. Trademarks from the Receivership Defendants' trademark attorneys' files which have been turned over to the Receiver, excluding any documents protected by the attorney-client and/or attorney work product privileges.

15. U.S. Trademarks "As Is, Where Is" Purchase; Independent Investigation of U.S. Trademarks by Buyer. Buyer recognizes and acknowledges that the Receiver is selling and assigning the U.S. Trademarks in its capacity as Receiver. Buyer further recognizes and acknowledges that the U.S. Trademarks are sold to Buyer "as is, where is" and "with all faults" and without any representations or warranties of any kind or nature whatsoever, express, implied or statutory, including without limitation and by way of example only representations and/or warranties as to (a) the nature or extent of the title or interest held by the Receivership Defendants in the U.S. Trademarks, (b) the validity and/or good standing of the U.S. Trademarks; and (c) the nature of any goodwill or common-law rights associated the U.S. Trademarks. Buyer shall rely solely on its own investigation of the U.S. Trademarks and

not on any information provided or to be provided by the Receiver in connection with this sale.

16. Buyer's Waiver Regarding U.S. Trademarks. Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have regarding any form of warranty, express or implied, of any kind or type, relating to the U.S. Trademarks or any of the matters referred to in paragraph 15 above. Such waiver is absolute, complete, total and unlimited. Such waiver includes, but is not limited to, a waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, claims, liabilities, demands, causes of action of every kind and type, whether statutory, contractual or under tort principles, at law or in equity, including but not limited to, claims regarding defects which may have been discoverable, and claims regarding defects which were not or are not discoverable.

17. Assignment of Domain Names. The domain names envyorganics.com and trueessentials.net are registered to Receivership Defendants through the domain name registrar, GoDaddy.com. The Receiver shall use its best efforts, as determined exclusively by the Receiver, to assign and transfer the domain names envyorganics.com and trueessentials.net to Buyer by notifying GoDaddy.com of such assignment.

18. Notices. All notices, consents, approvals, requests, demands and other communications which are required or may be given hereunder shall be in writing and shall be duly given if personally delivered or sent by overnight mail, postage prepaid and addressed to the other party at the addresses set forth herein:

If to the Receiver: Robb Evans & Associates LLC
11450 Sheldon Street
Sun Valley, CA 91352-1121
Attn: Brick Kane

with a copy to: McKenna Long & Aldridge LLP
300 South Grand Avenue, 14th Flr.
Los Angeles, CA 90071-2901
Attn: Gary Owen Caris, Esq.

If to Buyer: Absolutely Natural, Inc.
640 Atlantis Road
Melbourne, FL 32904
Attn: Scott Faris, CFO

or at any other address as may be given by any party to the other party by notice in writing pursuant to the provisions hereof. Notices shall be deemed given and received on the next

business day following the day such notice is sent by overnight mail in the manner described above, or if personally delivered on the date so delivered. Any time period shall commence on the day such notice is deemed given and received.

19. Effective Date of Agreement. This Agreement shall become effective only upon its execution by all of the parties hereto.

20. Time Is of the Essence. Time is of the essence with respect to any act, performance or payment under this Agreement.

21. Waiver. Failure of the Receiver to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the right of the Receiver to exercise such right or demand strict compliance with any term condition, or covenant under this Agreement.

22. Restrictions on Assignment. This Agreement shall not be assigned or transferred by either the Receiver or Buyer without the prior written consent of the other. Any purported assignment in violation of this paragraph shall be deemed void.

23. Opportunity for Consultation With Counsel. Each of the parties hereto has had an opportunity to consult with legal counsel of its/his own choosing with respect to the advisability of entering into this Agreement and with respect to the advisability of executing this Agreement, and prior to its/his execution, each of the parties hereto had the opportunity to make any desired change. Each of the parties and their legal counsel and other advisors has made such investigation of the facts pertaining to the Agreement, and all matters pertaining thereto, as they deem necessary. This Agreement has been carefully read by, the contents hereof are known by, and it has been signed freely by each person executing this Agreement.

24. Neutral Interpretation. This Agreement is the product of the negotiations between the parties, and in the interpretation and/or enforcement hereof is not to be interpreted more strongly in favor of one party or the other.

25. Attorneys' Fees. In the event of any dispute concerning the terms and conditions of this Agreement which gives rise to any litigation or court proceeding, the prevailing party in such litigation or proceeding shall be entitled to be reimbursed for all attorneys' fees and costs incurred by the prevailing party in connection therewith.

26. Representations and Warranties. Each of the parties hereto hereby represents and warrants to one another and covenants and agrees with one another as follows:

A. Each party executing this Agreement has the full legal right, power and authority to enter into and perform this Agreement. This Agreement is a valid and binding obligation of each of the parties hereto, and enforceable against each of them in accordance with its terms. Each person executing this Agreement in a representative capacity has been duly authorized to do so by all appropriate actions.

B. Except as expressly stated in this Agreement, no party hereto nor any other person has made any statement or representation to any party to this Agreement regarding the facts relied upon by such party in entering into this Agreement, and no party hereto has relied

upon any statement, representation or promise of any other person or entity in executing this Agreement except as expressly stated in this Agreement.

C. The terms of this Agreement are contractual and not a mere recital.

27. Integration/Modification in Writing. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto, except upon the basis of a written instrument executed by or on behalf of such party.

28. Survival of Agreement. All covenants, representations, warranties and agreements contained in this Agreement shall survive the execution of this Agreement by the parties hereto, the delivery of documents and any performance on account of the obligations set forth herein.

29. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors-in-interest and assigns.

30. Relationship Between the Parties. Nothing contained herein shall be deemed to create any relationship between the Receiver and Buyer other than as provided herein. It is agreed that the parties are not partners or joint venturers.

31. Governing Law and Jurisdiction. This Agreement has been negotiated and entered into by the Receiver in the State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute surrounding the interpretation and enforcement of this Agreement shall be resolved by the United States District Court for the Eastern District of Kentucky in the action, Federal Trade Commission, et al. v. Fortune Hi-Tech Marketing, Inc., et al., Case No. 5:13-cv-123-KSF.

32. Headings. The headings of paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

[CONTINUED ON NEXT PAGE]

33. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

"Receiver"

ROBB EVANS & ASSOCIATES LLC AS
PERMANENT RECEIVER OVER
FORTUNE HI-TECH MARKETING, INC.,
FHTM, INC., ALAN CLARK HOLDINGS,
LLC, FHTM CANADA, INC., FORTUNE
NETWORK MARKETING (UK) LIMITED.

By: _____
BRICK KANE
Chief Operating Officer

Dated: _____

"Buyer"

ABSOLUTELY NATURAL, INC.

By:  _____
SCOTT EARIS
Chief Financial Officer

Dated: 8/16/13

33. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

“Receiver”

“Buyer”

ROBB EVANS & ASSOCIATES LLC AS
PERMANENT RECEIVER OVER
FORTUNE HI-TECH MARKETING, INC.,
FHTM, INC., ALAN CLARK HOLDINGS,
LLC, FHTM CANADA, INC., FORTUNE
NETWORK MARKETING (UK) LIMITED.

ABSOLUTELY NATURAL, INC.

By: 
BRICK KANE
Chief Operating Officer

By: _____
SCOTT FARIS
Chief Financial Officer

Dated: 8-19-13

Dated: _____