

700516358 07/28/2014

900295670 07/20/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

07/28/2014
700516358

ETAS ID: TM311261

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nancy A. Spitzer, as Representative for Carl W. Spitzer, deceased		07/20/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nancy A. Spitzer, Trustee of The Nature Trust Dated February 27, 1989		
Street Address:	7343 El Camino Real #320		
City:	Atascadero		
State/Country:	CALIFORNIA		
Postal Code:	93422		
Entity Type:	TRUST: UNITED STATES		
Composed Of:	• Nancy A. Spitzer, UNITED STATES, INDIVIDUAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74372154	BIO-GREEN	
CORRESPONDENCE DATA			
Fax Number:	8054629350		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	805-466-6372		
Email:	info@deltabioproducts.com		
Correspondent Name:	Nancy A. Spitzer		
Address Line 1:	7343 El Camino Real #320		
Address Line 4:	Atascadero, CALIFORNIA 93422		
NAME OF SUBMITTER:	Nancy A. Spitzer		
SIGNATURE:	/Nancy Spitzer/		
DATE SIGNED:	07/20/2014		
Total Attachments: 2			
source=Brochure-BGRV Color#page1.tif			
source=Brochure-BGRV Color#page2.tif			

OP \$40.00 74372154

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN LUIS OBISPO

SAN LUIS OBISPO, CALIFORNIA

CERTIFICATE OF DEATH

3200640000205

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEASED - FIRST (Given)		3. LAST (Given)	
CARL		SPITZER	
2. MIDDLE		4. SEX	
WILLIAM		M	
5. DATE OF BIRTH (month/day/year)		6. AGE (Year)	
03/18/1933		72	
7. DATE OF DEATH (month/day/year)		8. HOUR (of Day)	
02/03/2006		0600	
9. MARRIAGE STATUS (at time of death)		10. YEARS IN OCCUPATION	
MARRIED		20	
11. OCCUPATION (Type - specify for most work, DO NOT OVERSTATE)		12. TYPE OF BUSINESS OR INDUSTRY (e.g., primary home, road, agricultural, professional, service, etc.)	
WHOLESALE DISTRIBUTION		BARBQUE PARTS	
13. DECEASED'S RESIDENCE (Street and number or building)			
9015 SAN DIEGO ROAD			
14. CITY		15. STATE OR TERRITORY	
ATASCADERO		CA	
16. PERSONAL HOME RELATIONSHIP			
NANCY SPITZER (Wife)			
17. NAME OF SURVIVING SPOUSE		18. BIRTH STATE	
NANCY		ND	
19. NAME OF FATHER		20. BIRTH STATE	
CARL		SD	
21. NAME OF MOTHER		22. BIRTH STATE	
HAZEL		SD	
23. DEPOSITED BY (Name and address of funeral home)			
RES. NANCY SPITZER, SAN SAN DIEGO RD, ATASCADERO, CA 95422			
24. TYPE OF DEATH		25. DATE (month/day/year)	
CR/HEALTH		02/07/2006	
26. NAME OF FUNERAL HOME			
NEPTUNE SOCIETY OF SANTA BARBARA, 1500 S. De la Reina St., Santa Barbara, CA 93101			
27. PLACE OF DEATH			
RESIDENCE			
28. COUNTY OF DEATH			
SAN LUIS OBISPO			
29. IMMEDIATE CAUSE OF DEATH (as certified by physician)			
HEART DISEASE			
30. CAUSE OF DEATH (as certified by physician)			
HEART DISEASE			
31. MANNER OF DEATH (as certified by physician)			
NATURAL			
32. PLACE OF BIRTH (city, state, or foreign country)			
ATASCADERO, CALIFORNIA			
33. SIGNATURE OF CORONER / DEPUTY CORONER			
G.W. THOMAS, MD			
34. DATE (month/day/year)			
02/06/2006			
35. TYPE, NAME, TITLE OF CORONER / DEPUTY CORONER			
MEDICAL EXAMINER			
STATE REGISTRAR		FAX AUTH #	
T070000590025		#3437	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } ss FEB 17 2006

COUNTY OF LUIS OBISPO } DATE ISSUED:

000212615

This is a true and exact reproduction of the document officially registered and placed on file in the office of the SAN LUIS OBISPO COUNTY PUBLIC HEALTH DEPARTMENT.

This copy not valid unless prepared on engraved border displaying seal and signature of County Registrar.

G.W. THOMAS, MD HEALTH OFFICER

TRADEMARK

Sharon Labrier 571-272-3350
Assignment Recorder
Margaret

Draw up document
given rights

fax -

571-273-0140

cover sheet

**FIRST AMENDMENT TO
THE NATURE TRUST**

SETTLORS: CARL W. SPITZER, JR.
and
NANCY A. SPITZER

TRUSTEE: CARL W. SPITZER, JR.
and
NANCY A. SPITZER

NAME OF TRUST: THE NATURE TRUST

DATE OF TRUST: February 27, 1989

THE NATURE TRUST**TRUST AGREEMENT**

INDEX

ARTICLE	TITLE	PAGE
I	DECLARATIONS	1
II	DISTRIBUTION OF INCOME AND PRINCIPAL DURING JOINT LIFETIMES OF THE SETTLORS	2
III	DISPOSITION OF TRUST ESTATE UPON DEATH OF ONE SETTLOR	3
IV	DISPOSITION OF TRUST ESTATE UPON DEATH OF BOTH SETTLORS	4
V	REVOCATION AND AMENDMENT	6
VI	TRUSTEESHIP	8
VII	RIGHTS AND POWERS OF THE TRUSTEE	10
VIII	GENERAL PROVISIONS	14
IX	SIGNATURES	19

**FIRST AMENDMENT TO
THE DECLARATION OF TRUST OF
CARL W. SPITZER, JR. and NANCY A. SPITZER**

To: CARL W. SPITZER, JR. and NANCY A. SPITZER, Trustees of
THE NATURE TRUST under Agreement dated February 27,
1989.

CARL W. SPITZER, JR. and NANCY A. SPITZER, pursuant to the
right reserved to them in that Revocable Trust Agreement executed
by them on February 27, 1989, hereby amend said Trust Agreement
in its entirety and hereby restate said Trust Agreement as
follows:

ARTICLE I

DECLARATIONS

**A. Identification of Settlers, Trust Estate, and Name of
Trust.**

The Settlers (formerly referred to as "Creators") of
this trust are CARL W. SPITZER, JR. and NANCY A. SPITZER,
sometimes referred to as "Husband" and "Wife." The Trustees of
this trust are CARL W. SPITZER, JR. and NANCY A. SPITZER. Any
property held or transferred to this trust shall be referred to
as the "trust estate" and shall be held, administered and
distributed in accordance with this instrument. The effective
date of this trust shall continue to be February 27, 1989. This
trust shall be called "THE NATURE TRUST."

B. Prior Declaration of Trust is Replaced.

The terms and provisions set forth in this instrument
are intended to replace all prior terms and provisions and are
intended to be the full and complete Declaration of the Settlers
concerning the creation, administration and distribution of THE
NATURE TRUST dated February 27, 1989.

C. Character of Property

1. All community property transferred to this trust
and the proceeds thereof, (the "Community Estate"), shall remain
the community property of the Settlers during their joint
lifetimes. Any power reserved to Settlers to alter, amend,

modify, or revoke this trust, in whole or in part, is held by the Settlers during their joint lifetimes in their capacity as managers of the community property, subject to all restrictions imposed by law on their management of the community property. In no event shall the powers granted to the Trustees under this instrument during the joint lifetimes of Settlers be more extensive than those powers possessed by husband and wife under the provisions of the California Civil Code. If the trust is revoked, this community property shall be returned to Settlers as their community property and not as the separate property of either or both Settlers.

2. Any separate property or quasi-community property of either Settlor transferred to this trust, and the proceeds thereof, (the "Separate Estate"), shall retain its character as such during the joint lifetimes of the Settlers.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL DURING JOINT LIFETIMES OF THE SETTLORS

A. Community Estate Income and Principal

The Trustee shall pay to or apply for the benefit of the Settlers, the net income of the Community Estate in quarter-annual or more frequent installments, and as much of the principal of the Community Estate as either Settlor shall request, or as the Trustee, in the Trustee's discretion, deems necessary for their proper health, support, maintenance, comfort, and welfare.

B. Separate Estate Income and Principal

The Trustee shall pay to or apply for the benefit of a Settlor, the net income of that Settlor's Separate Estate in quarter-annual or more frequent installments, and as much of the principal of that Settlor's Separate Estate as that Settlor shall request.

C. Settlor Incapacity

1. If at any time, either in the Trustee's discretion or as certified in writing by two licensed physicians, either Settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, the Trustee shall pay to the other Settlor, or apply for the benefit

of either Settlor, first from the Community Estate, and then equally from the Separate Estates of both Settlers, the amount of net income and principal necessary in the Trustee's discretion for the proper health, support, and maintenance of both Settlers in accordance with their accustomed manner of living at the date of this instrument, until the incapacitated Settlor either in the Trustee's discretion or as certified by two licensed physicians, is again able to manage his or her own affairs, or until the earlier death of either Settlor. The non-incapacitated Settlor may also withdraw from time to time accumulated trust income and principal of the Community Estate. Any income in excess of the amounts applied for the benefit of the Settlers shall be accumulated and added to the principal of the Community or the Separate Estate, as the case may be.

2. If a guardian or conservator of the person or the estate is appointed for either Settlor, the Trustee shall take into account any payments made for either Settlor's benefit by the guardian or conservator.

D. Payment to Others

The Settlers acting jointly may at any time direct the Trustee to pay single or periodic sums out of the Community Estate to any person or organization. A Settlor may direct the Trustee to pay single or periodic sums out of that Settlor's Separate Estate to any other person or organization.

ARTICLE III

**DISPOSITION OF TRUST ESTATE
UPON DEATH OF ONE SETTLOR**

A. Continuation of Trust at Married Settlor's Death

1. The first Settlor to die shall be called the "Deceased Spouse" and the living Spouse shall be called the "Surviving Spouse". On the Deceased Spouse's death, the Trustee shall continue to administer the Trust Estate, including any additions made to the Trust by reason of the Deceased Spouse's death, such as from the Decedent's Will or life insurance policies on the Decedent's life, according to the terms of the Trust set out in Article II and Article V with respect to the Surviving Spouse and without distinction as to whether any property was derived from community property, separate property or quasi-community property.

2. The Trustee shall pay to or apply for the benefit

of the Surviving Spouse the net income of the Trust Estate in quarter-annual or more frequent installments, and as much of the principal of the Trust Estate as the Surviving Spouse shall request, or as the Trustee, in the Trustee's discretion, deems necessary for the Surviving Spouse's proper health, support, maintenance, comfort, and welfare. It is the Settlor's intent that upon the death of one Settlor the entire Trust Estate will be the separate property of the Surviving Spouse without any restrictions.

B. Deceased Spouse's Expenses

On the death of the Deceased Spouse, the Trustee shall pay out of the Trust Estate the debts of the Deceased Spouse, the last-illness and funeral expenses of the Deceased Spouse, attorneys' fees, and other costs incurred in administering the Deceased Spouse's probate estate, if any.

ARTICLE IV

**DISPOSITION OF TRUST ESTATE
UPON DEATH OF BOTH SETTLORS**

A. Surviving Spouse's Expenses

On the death of the Surviving Spouse and subject to any power of appointment exercised by the Surviving Spouse, the Trustee may in the Trustee's discretion pay out of the principal of the Trust the Surviving Spouse's debts, last illness and funeral expenses, attorneys' fees, and other costs incurred in administering the Surviving Spouse's probate estate, if any, incurred by reason of the death of the Surviving Spouse.

B. Power of Appointment

On the death of the Surviving Spouse, the Trustee shall distribute any remaining balance of the Trust to such one or more persons and entities, including the Surviving Spouse's own estate and on such terms and conditions, either outright or in trust, and in such proportion as the Surviving Spouse shall appoint by Will or a written instrument filed with the Trustee specifically referring to and exercising this general power of appointment. This power of appointment shall be exercisable by the Surviving Spouse alone and in all events. The Trustee shall hold, administer and distribute any portion not disposed of as hereafter provided.

C. **Distribution of Trust After Death of Surviving Spouse**

Upon the death of the Surviving Spouse, the Trustee shall retain and distribute the Trust Estate as follows:

1. The Settlers intentionally fail to provide for husband's son, CARL W. SPITZER, IV and his issue.

2. The Settlers are aware that there are assets that may need to be liquidated for distribution purposes. The Trustee is authorized to retain assets and to continue to administer the trust estate until it is reasonable to sell such assets. It is the intent of the Settlers that assets not be sold quickly or at reduced values solely for distribution purposes.

3. The Trustee shall distribute the Trust Estate as follows:

a. The Trustee, in the Trustee's discretion, shall distribute any of the Settlers' jewelry, clothing, household furniture and furnishings, and other tangible articles of a personal nature, (excluding any property used in the running of any business of the Settlers or of the Trust such as computers and software) that have a sentimental or personal value equally to ROBERTA DOLTON, KATHLEEN ROBERTS and JEANNE TRISKA, provided, however, if ROBERTA DOLTON or KATHLEEN ROBERTS and/or JEANNE TRISKA is not then living and has issue then living, his or her share shall be distributed to his or her then living issue, by right of representation. The beneficiaries shall have 60 days from the date of the death of the Surviving Spouse within which to decide which items they want and to make arrangements to take delivery of the property requested. The Trustee shall distribute any of said property not distributed with the balance of the Trust Estate.

b. The Trustee shall distribute \$50,000 or 10% of the balance of the Trust Estate, whichever is less, equally to ROBERTA DOLTON, KATHLEEN ROBERTS and JEANNE TRISKA, provided, however, if ROBERTA DOLTON or KATHLEEN ROBERTS and/or JEANNE TRISKA is not then living and has issue then living, his or her share shall be distributed to his or her then living issue, by right of representation.

c. The Trustee shall distribute the balance of the Trust Estate to THE NATURE CONSERVANCY, Arlington, Virginia, to be used in the San Luis Obispo County and to be used in the Channel Islands.

4. Notwithstanding anything to the contrary in this paragraph C, if any person entitled to outright distribution from the Trust is under age twenty-one (21), the Trustee shall hold and administer the beneficiary's portion of the Trust Estate for the beneficiary's benefit. Income from the beneficiary's portion shall be added to principal and the Trustee shall pay to or apply for the benefit of the beneficiary as much of the beneficiary's trust as the Trustee, in the Trustee's discretion, considers necessary for the beneficiary's proper health, education, support, and maintenance. When the beneficiary attains the age of twenty-one (21), the Trustee shall distribute to the beneficiary his or her entire trust.

If the beneficiary dies before attaining age twenty-one (21), the beneficiary's trust shall be distributed to his or her then living issue, by right of representation, and if there is none, to the then living issue of the deceased beneficiary's ancestor who was a beneficiary of a share of the Trust Estate, by right of representation. Provided, that if any part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this instrument, that part shall be added instead to that trust and administered according to its terms.

ARTICLE V

REVOCATION AND AMENDMENT

A. Revocation During Settlor's Joint Lifetimes

1. During the joint lifetimes of the Settlor, this trust may be revoked, in whole or in part, by an instrument in writing, signed and delivered (personally or by mail) to the Trustee, as follows:

(a) With respect to the community estate, by both Settlor jointly or by either Settlor alone, and upon revocation the trustee shall deliver the community estate or the revoked portion to either or both of the Settlor as the community property of both Settlor.

(b) With respect to the separate estate of either Settlor, by the Settlor who contributed the separate property to the trust alone, and upon revocation the Trustee shall deliver the separate estate or the revoked portion to the revoking Settlor as his or her separate property.

2. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets that may reasonably be required to secure payment of liabilities the Trustee has lawfully incurred in administering the trust, including the Trustee's fees that have been earned, unless the Settlers indemnify the Trustee against loss or expense.

B. Amendment

1. During the Settlers' joint lifetimes the terms of this trust may be amended, with respect to all or any part of the trust estate or terms, only by an instrument in writing signed by both Settlers and delivered to the Trustee.

2. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it.

C. Revocation and Amendment by Surviving Settlor

On the Deceased Settlor's death, the Surviving Settlor may amend, revoke, or terminate the Trust. On revocation or termination of the Trust, all its assets shall be delivered to the Surviving Settlor. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities the Trustee has lawfully incurred in administering the trust, including Trustee's fees that have been earned, unless the Settlor indemnifies the trustee against loss or expense.

D. Trusts Irrevocable on Death of Surviving Settlor

On the death of the Surviving Settlor the trusts created by this instrument shall become irrevocable and not subject to amendment, revocation, or termination except as provided herein.

E. Disability of Settlor(s)

All of the Settlers' powers to revoke and amend are personal to them and, in the event of disability, may be exercised on a Settlor's behalf only: by a conservator with court approval; or by the holder of a Durable Power of Attorney for the purpose of making gifts or taking other actions that are

authorized by express provisions of the durable power. The disability of one Settlor shall not prevent exercise by the other Settlor of his or her power of revocation with respect to the community estate.

ARTICLE VI

TRUSTEESHIP

A. Designation

Husband and Wife are hereby designated as joint Trustee of all trusts created by or to be created pursuant to this Trust Agreement. Should either Husband or Wife become unable because of death, incompetency, or other cause to serve as Trustee, before the natural termination of all trusts provided for in this agreement, the other shall thereafter serve as sole Trustee under this agreement. The term "Trustee" as used in this Agreement shall refer collectively to Husband and Wife, or their successors, so long as they shall serve as joint Trustee or sole Trustee hereunder.

B. Successor Trustee

1. If both CARL W. SPITZER, JR. and NANCY A. SPITZER shall be unable or unwilling to act as Trustee, then KEITH B. CRAMER shall act as Trustee. The Board of Directors of THE NATURE CONSERVANCY shall have the power to designate one or more individuals or corporate fiduciaries to succeed KEITH B. CRAMER on his inability or unwillingness to act. Any designation and revocation of that designation shall be made in a written instrument signed by THE NATURE CONSERVANCY. A designation of a successor Trustee by an acting Trustee shall supersede any designation of a successor Trustee by the Settlor elsewhere in this instrument.

2. Any Trustee from time to time acting may resign as Trustee of any trust being held under this declaration by an instrument in writing signed and acknowledged by such Trustee and delivered to each adult beneficiary to whom the Trustee is then directed or authorized to pay net income of such trust, such resignation to be effective upon a successor Trustee being appointed to act. If no successor Trustee is herein designated to act in the event of the resignation of the resigning Trustee, or if no such Trustee accepts office, a majority in number of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the resigning Trustee, to appoint a successor trustee in the place of the resigning Trustee. Such successor

Trustee shall qualify by filing its written consent to act as Trustee with the trust records. If a majority of such beneficiaries is unable to agree upon such successor or if there is no adult income beneficiary then living, a successor Trustee shall be appointed in accordance with the provisions of the laws of the State of California then existing.

C. Authority to Act

Any action taken by majority of the Trustees, if there be more than one Trustee, shall be binding on the Trust Estate and may be relied on by third parties dealing with the Trustee.

D. Trustee's Bond

No bond shall be required of any person appointed or named in this instrument as Trustee for the faithful performance of his duties as Trustee.

E. Custody

At all times while there are two or more persons serving as Trustees under this instrument, the corporate Trustee, if then serving, may be given exclusive custody of all or any assets of the Trust Estate.

F. Acts of the Trustee

No Trustee designated in this instrument shall be liable to any beneficiary or to any heir of either Settlor for the Trustee's acts or failure to act, except for willful misconduct or gross negligence. No Trustee shall be liable or responsible for any act, omission or default of any other Trustee, provided that the Trustee shall have had no knowledge of facts which might reasonably be expected to put the Trustee on notice of it.

G. Successor Trustee Liability

No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

H. Accounting

1. During the lifetime of either Settlor, the Trustee shall account only to the Settlers or the survivor of them, and their written approval shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. After the death of both Settlers, the Trustee shall, in addition to any accounting required under the California Probate Code, render an accounting, from time to time but not less frequently than every year after any prior accounting, regarding the transactions of any trust created in this instrument. An accounting shall also be rendered by any Trustee within thirty (30) days after his resignation or removal by a Court of competent jurisdiction.

2. An accounting shall be made by delivering a written accounting to each beneficiary entitled to current income distribution, or if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal on the Trustee's discretion, and to each remainderman in being. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians, or conservators or beneficiaries shall deliver a written objection to the Trustee within sixty (60) days after receipt of the Trustee's account, the account shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it or by expiration of the sixty (60) day period, the Trustee shall no longer be liable to any beneficiary of the Trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

ARTICLE VII

RIGHTS AND POWERS OF THE TRUSTEE

A. Management Responsibility

The Trustee shall have full power and responsibility with respect to the management and investment of the Trust Estate in accordance with the provisions of Section B.

B. Trustee's Powers

In order to carry out the provisions of the Trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law:

1. To invest and reinvest all or any part of the Trust Estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, or other property the Trustee, in the Trustee's discretion, selects. The Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the Trustee may at any time acquire under this trust, it being the Settlor's express desire and intention that the Trustee shall have full power to invest and reinvest the trust funds without being restricted to forms of investment that the Trustee may otherwise be permitted to make by law; and the investments need not be diversified provided, however, the aggregate return of all investments of the trust from time to time shall be reasonable in light of then existing circumstances.

2. To continue to hold any property, including any shares of the Trustee's own stock, and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable.

3. To have all rights, powers, and privileges of an owner with respect to the securities held in the trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

4. To hold securities or other property in the Trustee's name as Trustee under this trust, or in the Trustee's own name, or in the name of a nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

5. To purchase in its discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the Settlor in such amounts as the Trustee deems advisable. The

Trustee shall exercise the Trustee's discretion and purchase such obligations if the Trustee has reason to believe that the Settlers are in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The Trustee shall not be liable to the Settlers, any heir of the Settlers or any beneficiary of this trust for losses resulting from purchases made in good faith. The Trustee is directed to redeem any such obligations that are part of the trust corpus to the fullest extent possible in payment of federal estate tax liability of the Settlers.

6. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

7. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

8. To lend money to any person, including the probate estate of either Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

9. To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of either Settlor.

10. To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust.

11. To release or to restrict the scope of any power that the Trustee may hold in connection with the trust created under this instrument, whether such power is expressly granted in the instrument or implied by law. The Trustee shall exercise this power in a written instrument executed by the Trustee, specifying the powers to be released or restricted and the nature of the restriction.

12. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liability of this trust and its beneficiaries. The Trustee shall allocate the

benefits among the various beneficiaries, and shall make adjustments in the rights of the beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

13. To borrow money, and to encumber trust property by mortgage, deed of trust, pledge or otherwise.

14. To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

15. To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the Trust Estate and the Trustee personally against any hazard.

16. To partition, allot, and distribute the Trust Estate, on any division or partial or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated, but rather, the Trustee may, in the Trustee's discretion, make a nonprorata division between trusts or shares and nonprorata distributions to such beneficiaries as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value.

17. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise.

18. To purchase bonds and to pay such premiums in connection with the purchase as the Trustee in the Trustee's

discretion deems advisable, provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

19. With the consent of the surviving spouse, the trustee shall have discretion to retain and to invest in and to continue to hold as an asset of any trust from which the surviving spouse is authorized or entitled to receive income any interest in property used as a residence by the survivor, without any obligation to sell such interest in order to diversify or render productive the investments held in trust. In addition, the trustee may, with the consent of the surviving spouse, sell such interest and invest all or part of the sale proceeds in another interest in property to be used as a residence by the surviving spouse.

The trustee may, in the trustee's discretion, borrow additional funds to purchase such other interest in property, and may encumber such other interest to secure any such borrowing.

The trustee may hold any such interest as a tenant-in-common with the surviving spouse. The trustee shall permit the surviving spouse to occupy any property used as a residence at the time of the death of the deceased spouse, or any interest in property subsequently purchased by the trustee as a residence for the surviving spouse, rent free and without bond for as long as the survivor desires.

ARTICLE VIII

GENERAL PROVISIONS

A. Revised Uniform Principal and Income Act to Govern

1. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

2. Notwithstanding any other provision of this

instrument or of the California Revised Uniform Principal and Income Act, the trustees must establish a reserve for depreciation of all income-producing real and personal property and of capital improvements and extraordinary repairs. In addition:

A reasonable reserve for depletion of all depletable natural resources including, but not limited to, oil, gas, and mineral and timber property shall be charged to income from time to time;

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;

A reasonable reserve for amortization of all intangible property with a limited economic life including, but not limited to, patents and copyrights shall be charged to income from time to time.

B. Undistributed Income Payable to Succeeding Beneficiaries

1. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created herein shall go to the next beneficiaries of the trust in proportion to their interest in it.

2. This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the Settlor's federal estate tax.

C. Allocation of Expenses

Among successive beneficiaries of this trust, all taxes and other current expenses shall be prorated over the period to which they relate on a daily basis.

D. Physical Division Not Required

There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

E. Deferral of Division or Distribution

Whenever the Trustee is directed to make a distribution of the trust assets or a division of the trust assets into separate trusts or shares on the death of a Settlor, the Trustee may, in the Trustee's discretion, defer such distribution or division until six (6) months after the Settlor's death.

F. Additions

Other property acceptable to the Trustee may be added to this trust by any person, by the Will or Codicil, by the proceeds of any life insurance, or otherwise.

G. Notice

Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though the event had not occurred.

H. Perpetuities Savings Clause

Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Settlor or of the Settlor's issue living on the date of the death of the first Settlor to die. The principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

I. Spendthrift Clause

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditors' claim or legal process before actual receipt by the beneficiary; except the Surviving Spouse may assign his or her interest in the Trust Estate, or any part of it.

J. Choice of Law Clause

The validity, construction, interpretation, and administration of this Trust shall be governed by the laws of the State of California in force from time to time, regardless of whether the situs or place of administration of the trust has changed.

K. Definitions of Issue and Children

In this instrument, the term "issue" shall refer to lawful linear descendants of all degrees, and the terms "child" and "children" and "issue" shall include adopted children who were minors at the date of adoption.

L. Gender and Number Clause

As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

M. Trustees and Fiduciaries

All references to trustees, special trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

N. Education

Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study, if in the Trustee's discretion it is pursued to advantage by the beneficiary, at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, the Trustee shall consider the beneficiary's reasonable related living and traveling expenses.

O. Payments to Beneficiary Under Disability or to Minor Beneficiary

1. Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Gifts to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the fiduciaries'

judgment, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

2. No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

P. Severability Clause

If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

Q. No-Contest Clause

1. In the event any beneficiary under this instrument shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of either Settlor's Last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or such Will, or any of their provisions, then the right of that person to take any interest given to him or her by this trust shall be determined as it would have been determined had the person predeceased the execution of this Declaration of Trust without surviving issue.

2. The Trustee is hereby authorized to defend, at the expenses of the Trust Estate, any contest or other attack of any nature on this trust or any of its provisions.

R. Required Signatures

Either Trustee, if there be more than one Trustee at the time, may execute any document or instrument requiring execution by the Trustee in the exercise of such Trustee's powers or if required under the terms of this Trust Agreement. It is the intent of the Settlers to alleviate the necessity of more than one Trustee being required to execute checks, instruments or documents to conform to the requirements of the Trust Agreement.

In witness whereof, we have executed this amendment of the

July 28, 2014

Sharon Latimer
United State Patent and Trademark Office
Assignment Recordation Branch
Public Records Division

FAX 571-273-0140

RE: Attached "NOTICE OF NON-RECORDATION OF ASSIGNMENT DOCUMENT
Document Number 900295670
Assignment from Carl W. Spitzer, Jr., Deceased,
to Nancy A. Spitzer, Trustee of The Nature Trust dated February 27, 1989
Trademark: BIO-GREEN Serial Number 74372154

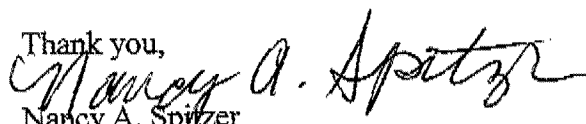
I, Nancy A. Spitzer, have been given the rights to the trademark BIO-GREEN, and all other assets from my husband, Carl W. Spitzer, Jr., through our trust entitled The Nature Trust dated February 27, 1989. Both my husband and I were both Settlers and Trustees of this trust.

Per my conversation with Margaret, I am faxing the following:

1. Trademark Assignment Cover Sheet
2. Notice of Non-Recordation of an Assignment Document
3. A copy of the certified death certificate Carl W. Spitzer, Jr.
4. A complete copy of The Nature Trust, dated February 27, 1989 which includes the following:
 1. Original Trust dated February 27, 1989
 1. See Page 19 regarding business interests
 2. First Amendment the the Trust, dated March 15, 2005
 1. See page 3, Article III Disposition of Trust Estate Upon Death of One Settlor Paragraph A. Continuation of Trust at Married Settlor's Death

Because of the *length of the Trust and Amendment*, it is *necessary to send it in sections*. A copy of the Trademark Assingment Letter and Notice of Non-Recordation of an Assignment Document will be included as the first 2 pages of each transmission.

Should you need anything further, or if there is any problem with the transmission, please contact me as soon as possible.

Thank you,

Nancy A. Spitzer
Trustee of The Nature Trust dated February 27, 1989
P O Box 6021
Atascadero, CA 93423-6021
7343 El Camino Real #320
Atascaderor, CA 93422
Phone: 805-466-6372 Cell Phone: 805-712-0508 Fax: 805-462-9350
Email: info@deltabioproducts.com