

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/26/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanci B Nickelson		08/26/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Startheria LLC		
Street Address:	2419 N. Hillrose Place		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93036		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3543479	MOTHER'S GARDEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8053025219		
Email:	nbnickelson@mothersgarden.com		
Correspondent Name:	Nanci Nickelson		
Address Line 1:	2419 N. Hillrose Place		
Address Line 4:	Oxnard, CALIFORNIA 93036		
NAME OF SUBMITTER:	Nanci Nickelson		
SIGNATURE:	/Nanci Nickelson/		
DATE SIGNED:	08/31/2015		
Total Attachments: 3			
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OP \$40.00 3543479

**TRADEMARK ASSIGNMENT
NUNC PRO TUNC**

This Trademark Assignment Nunc Pro Tunc (hereinafter referred to as the "Assignment") is made and entered into on the 26th day of August, 2014 (the "Effective Date") by and between the following parties:

Nanci Nickelson, an individual residing in the State of California (the "Assignor")

AND

Startheria LLC, a Nevada Limited Liability Company (the "Assignee").

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to transfer the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby assign, transfer and set over to Assignee all of its right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements of contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writing with respect to the subject matter hereof.

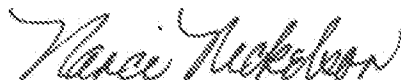
5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement of such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

Nanci Nickelson

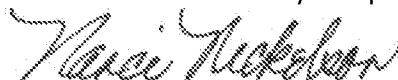


By _____

Assignee:

Startheria LLC

A Nevada Limited Liability Company



By _____

Managing Member, Nanci Nickelson

EXHIBIT "A"

Trademark Principal Register: MOTHER'S GARDEN

Registered: December 9, 2008

Registration No. 3,543,479