

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENVIRONMENTAL SYNERGY, LLC		04/29/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EARTH FIRST INDUSTRIES INCORPORATED		
<b>Street Address:</b>	32029 Point Place		
<b>City:</b>	Laguna Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92651		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77333552	EARTHBOARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)427-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-427-7413		
<b>Email:</b>	lholstein@swlaw.com		
<b>Correspondent Name:</b>	Theodore P. Lopez		
<b>Address Line 1:</b>	600 Anton Boulevard		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	EARTH-0001		
<b>NAME OF SUBMITTER:</b>	Theodore P. Lopez		
<b>Signature:</b>	/Theodore P. Lopez/		

CH 77333552 \$40.00

Date:

04/30/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**WHEREAS, ENVIRONMENTAL SYNERGY, LLC**, a California Limited Liability Company, having a principal place of business at 31498 Juliana Farms Road, San Juan Capistrano, California 92675 (hereinafter referred to as "ASSIGNOR") is the owner by assignment of the entire right, title and interest in and to the trademark:

### EARTHBOARD

(hereinafter referred to as "Trademark") and has filed an application for registration of the Trademark with the United States Patent and Trademark Office on November 19, 2007, Application Serial No. 77/333,552 (hereinafter "Application"), and has filed an amendment to allege use under 15 U.S.C. §1051(c) to bring the application into conformity with 15 U.S.C. §1051(a); and

**WHEREAS, EARTH FIRST INDUSTRIES INCORPORATED**, a California corporation, having offices at 32029 Point Place, Laguna Beach, California 92651 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the Trademark in the Application;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to the Trademark, the good will of the business appurtenant to and connected with the Trademark, all rights at common law in the Trademark; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to prosecute the Application, and to register, renew, protect, defend and enforce, in the United States and other countries, any and all rights to the Trademark, including the right to sue for past infringement, the right to enforce any and all trademark rights to ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the rights to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE in connection with perfecting the transfer of all rights to and vesting of full and complete title in ASSIGNEE, including, without limitation by enumeration, agreeing to the recordation of this Assignment on the records of the United States Patent and Trademark Office. ASSIGNOR agrees further to execute any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

Executed on this 29 day of April, 2008, at Newport California.

"ASSIGNOR"

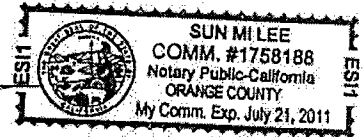
By [Signature]  
Name: Gary DeMel  
Title: Manager

STATE OF CALIFORNIA )  
  ) ss.  
County of Orange )

On this 29<sup>th</sup> day of APRIL, 2008, before me, a Notary Public in and for said County, personally appeared GARY DEMEL, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he / she executed the same in his / her authorized capacity, and that by his / her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public



This Assignment of rights is hereby accepted by ASSIGNEE.

"ASSIGNEE"

By [Signature]  
Name: William Lorenzi  
Title: President

**ACKNOWLEDGMENT**

State of California  
County of ORANGE)

On 29 TH DAY OF APR, 2008 before me, LEE, SUN MI (notary public)  
(insert name and title of the officer)

personally appeared GARY DEMEL  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sun Mi Lee* (Seal)

