

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			
Name	Formerly	Execution Date	Entity Type
Miron Broshi		06/04/2008	INDIVIDUAL: ISRAEL
RECEIVING PARTY DATA			
Name:	Frank Friedland		
Street Address:	19090 Two River Lane		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33498		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3256058	HEAVENS THERAPY	
CORRESPONDENCE DATA			
Fax Number:	(305)830-2605		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(305) 830-2600		
Email:	pbianco@fggbb.com		
Correspondent Name:	Paul D. Bianco		
Address Line 1:	21355 East Dixie Highway		
Address Line 2:	Suite 115		
Address Line 4:	Miami, FLORIDA 33180		
ATTORNEY DOCKET NUMBER:	732MISC		
NAME OF SUBMITTER:	Paul D. Bianco		
Signature:	/Paul D. Bianco/		
Date:	07/01/2008		

OP \$40.00 3256058

Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Frank Friedland, an individual having an address at 19090 Two River Lane, Boca Raton, FL 33498 (the "Assignee"), and Miron Broshi, a citizen of Israel, with a residence at Suite 301, 319 West 48th Street, New York, NY 10036 individually, and on behalf of Heavens Honey Inc, (collectively, the "Assignor").

WHEREAS, as part of an Agreement among and between Assignor and Assignee, to which this Assignment is referenced;

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Registration No. 3,256,058 for the mark HEAVENS THERAPY (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

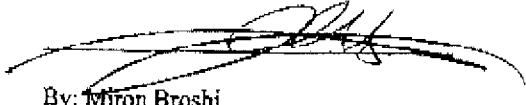
Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), 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.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the above-identified registration for the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR (individually, and on behalf of Heavens Honey Inc)



By: Miron Broshi

Title: Owner Date: June 4, 2008

STATE OF :

COUNTY OF :

On this ___ day of _____, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Miron Broshi, known by me to be the person of the above name and an officer of Heavens Honey Inc, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act.

Given under my hand and seal of office this ___ day of _____, 2008.

My commission expires:

Notary Public

TRADEMARK