

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
Tantric, LLC		06/12/2009	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Tantric III, LLC		
Street Address:	2150 Wason Road		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34231		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76159707	TANTRIC	
CORRESPONDENCE DATA			
Fax Number:	(717)231-6637		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	717 237 6702		
Email:	kgold@rhoads-sinon.com		
Correspondent Name:	Kevin M. Gold		
Address Line 1:	One South Market Square, PO Box 1146		
Address Line 2:	12th Floor		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108-1146		
ATTORNEY DOCKET NUMBER:	10914/3		
NAME OF SUBMITTER:	Kevin M. Gold, Esquire		
Signature:	/kmg/		

OP \$40.00 76159707

Date:

06/17/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 12th day of June 2009, y and between **TANTRIC, LLC**, a Michigan Limited Liability Company ("Assignor") and **TANTRIC III LLC**, a Florida Limited Liability Company ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademarks, tradenames and trademark registrations set forth on Exhibit "A" annexed hereto, together with the goodwill of the business symbolized thereby (hereinafter the "Trademarks").

NOW, THEREFORE, in consideration of the promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives.

2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives, without any accounting to Assignor.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Trademark Assignment as of the date first written above.

TANTRIC, LLC (Assignor)

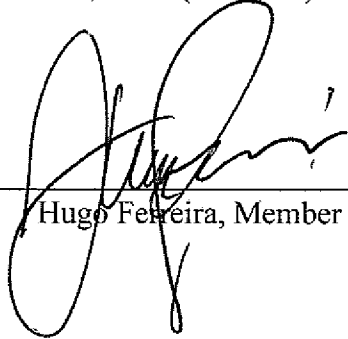
By:  _____
Hugo Ferreira, Member

EXHIBIT A
U.S. TRADEMARK REGISTRATION

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
TANTRIC	76,159,707	2,971,042	July 19, 2005	Registered – Classes 9, 16, 25, 41 and 42