

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
Name Rite, LLC			06/15/2009
Entity Type			
CORPORATION: DELAWARE			
RECEIVING PARTY DATA			
Name:		Tamer Elsafy	
Street Address:		4085 Hancock Bridge Parkway	
Internal Address:		Suite 111	
City:		Cape Coral	
State/Country:		FLORIDA	
Postal Code:		33903	
Entity Type:		INDIVIDUAL: UNITED STATES	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		2579782	FLEXACIN
CORRESPONDENCE DATA			
Fax Number:		(407)384-2601	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		407-384-6156	
Email:		trademarks@briangibbons.com	
Correspondent Name:		Brian Gibbons	
Address Line 1:		3936 S. Semoran Blvd., Suite 330	
Address Line 4:		Orlando, FLORIDA 32822	
NAME OF SUBMITTER:		Brian Gibbons	
Signature:		/Brian Gibbons/	
Date:		07/13/2009	
Total Attachments: 4			

OP \$40.00 2579782

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**TRADEMARK
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TRADEMARK ASSIGNMENT

Name Rite, L.L.C. ("Name Rite"), a Delaware corporation, located at 27710 Jefferson Avenue, Suite 105, Temecula, California 92590, enters into this Trademark Assignment ("Assignment") with Tamer Elsafy ("Elsafy"), an individual with an address of 4085 Hancock Bridge Parkway, Suite 111, Cape Coral, Florida 33903.

A. Name Rite owns the federal registration for the mark FLEXACIN (U.S. Registration Number 2,579,782), as well as the goodwill of the business associated with this trademark (collectively, the "Mark").

B. Elsafy desires to acquire Name Rite's interests in and to the Mark, and Name Rite desires to assign such rights to Elsafy.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, and intending to be legally bound, the parties agree as follows:


1. Assignment. Name Rite assigns and transfers to Elsafy all of Name Rite's right, title, and interest in and to the Mark, including the goodwill of the business associated with the Mark and the right to sue for and receive all damages from future and past infringements of the Mark, the same to be held and enjoyed by Elsafy, his successors, assigns and other legal representatives.
2. Payment. In exchange for the assignment and transfer of Name Rite's right, title, and interest in and to the Mark, Elsafy agrees to pay Name Rite the sum of \$5,000 by certified bank check simultaneous with the delivery to Name Rite of the fully executed Assignment.
3. Existing Inventory. Elsafy agrees to allow Name Rite and any of its related companies or affiliates to sell pre-existing inventory bearing the Mark. For the avoidance of doubt, Name Rite agrees not to manufacture new inventory bearing the Mark after this Assignment has been fully executed.
4. No Warranties. Name Rite assigns the Mark to Elsafy "As Is", without warranties or representations of any kind, including the warranty of non-infringement. Notwithstanding the foregoing, Name Rite acknowledges that to its knowledge no third party has made any claim that Name Rite's use of the Mark infringes or otherwise violates any third party rights.
5. Governing Law. This Assignment, and any dispute arising from this Assignment or the subject matter of this Assignment, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles, and the federal and state courts in the Commonwealth of Pennsylvania shall be the sole jurisdiction for resolving all disputes relating to this Assignment. The parties submit to the jurisdiction of such courts over such a dispute and waive any objection to the propriety or convenience of venue in such courts.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, including a facsimile, and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties acknowledge this Assignment by the following signatures.

NAME RITE L.L.C.

TAMER ELSAFY

By:  _____

By: _____

Name: Ron Chima _____

Name: _____

Title: Authorized Representative _____

Title: _____

Date: 6/15/09 _____

Date: _____

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NAME RITE L.L.C.

TAMER ELSAFY

By: _____

By: Tamer Elsayfy

Name: _____

Name: Tamer Elsayfy

Title: _____

Title: OWNER

Date: _____

Date: 3/31/09

