

: BIOSILO FOODS, INC. DBA GAMER GRUB COMPANY; 7423 EADS AVE


TRADEMARK ASSIGNMENT

Electronic Version v1.1

03/14/2010

Stylesheet Version v1.1

900157023

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Make Ideas, Inc.		01/15/2010	CORPORATION: CA CORP
RECEIVING PARTY DATA			
Name:	Biosilo Foods, Inc.		
Doing Business As:	DBA Gamer Grub		
Street Address:	7423 Eads Ave		
City:	La Jolla		
State/Country:	CALIFORNIA, USA		
Postal Code:	92037		
Entity Type:	CORPORATION: A DELAWARE, USA CORPORATION		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3614108	GAMER GRUB	
CORRESPONDENCE DATA			
Fax Number:	(858)456-5993		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	858-454-5058		
Email:	keith@biosillofoods.com		
Correspondent Name:	Biosilo Foods, Inc. dba Gamer Grub		
Address Line 1:	7423 Eads Ave		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Keith Mullin, A USA CITIZEN		
Signature:	/Keith Mullin/  PRESIDENT BIOSILO FOODS, INC.		
Date:	03/14/2010		
Total Attachments: 4			

OP \$40.00 3614108

700434017

TRADEMARK
REEL: 004182 FRAME: 0020

: BIOSILO FOODS, INC. DBA GAMER GRUB COMPANY: 7423 EADS AVE

source=GamerGrub_TM_Purchase#page1.tif
source=GamerGrub_TM_Purchase#page2.tif
source=GamerGrub_TM_Purchase#page3.tif
source=GamerGrub_TM_Purchase#page4.tif

TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of January 15th, 2010 (the "Effective Date"), between Make Ideas, Inc., a California Corporation ("MAKE") and Biosilo Foods, Inc., a Delaware Corporation. ("BIOSILO")

RECITALS

- A. MAKE is the owner of the trademark registration known as GAMER GRUB, USPTO Registration Number 3614108, ("Trademark" or "Trademark Registrations").
- B. BIOSILO wishes to acquire MAKE's rights in the trademark and MAKE wishes to sell such rights to BIOSILO on the terms and conditions set forth below.

AGREEMENT

THEREFORE, in consideration of the payment of the purchase price by BIOSILO to MAKE and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, BIOSILO and MAKE hereby agree as follows:

1. **ASSIGNMENT.** MAKE hereby sells, assigns, conveys and transfers to BIOSILO MAKE's entire right, title and interest in and to the Trademark Registrations and the trademark as referred to in the Trademark Registrations, together with all goodwill associated therewith, for use and registration by BIOSILO.
2. **PURCHASE PRICE.** The purchase price for the Transferred Trademarks is US\$1.00 which is payable by BIOSILO to MAKE.
3. **MAKE'S RESERVATION OF RIGHTS.** MAKE expressly retains and reserves in perpetuity (for itself and its successors, assigns and licensees):
 - a. as the trademark creator, display and publication use of the trademark, for the purposes of promoting and marketing its own business and services.
4. **MAKE'S REPRESENTATIONS AND WARRANTIES.** MAKE warrants and represents to BIOSILO that as of the Effective Date:
 - a. MAKE is a California Corporation duly organized and in good standing under the laws of the State of California, country of the United States of America. MAKE has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

- c. To the best of MAKE's knowledge, it is the owner of all right, title and interest in the Trademark Registrations and the Trademark Registrations are valid and in good standing. Notwithstanding the foregoing, MAKE makes no warranty as to the accuracy of the record owner and chain of title information on file with the respective trademark registries. MAKE's duty of cooperation under Paragraph 11 hereof, however, includes cooperating, as is reasonably necessary, in BIOSILO's efforts to record itself as the new record owner of the Trademark Registrations. To the best of MAKE's knowledge, there are no pending infringement actions against the Transferred Trademark
- d. With respect to the representations and warranties set forth in this agreement, BIOSILO, its successors and assigns, will not hold MAKE, nor will MAKE be, liable for any breach or violation thereof and shall be held harmless from any claim.

5.. BIOSILO'S REPRESENTATIONS AND WARRANTIES. BIOSILO represents and warrants to MAKE that as of the Effective Date:

- a. BIOSILO is a corporation duly organized and in good standing under the laws of the Delaware. BIOSILO has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

6. MISCELLANEOUS.

- a. If a dispute arises under or relating to this Agreement, the parties agree to submit such dispute to binding arbitration in the State of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in invention licensing law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction in federal and state courts in the County of San Diego. Each party agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

- b. This Agreement shall be governed in accordance with the laws of the State of California., County of San Diego.

- c. All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either:

- i. personally delivered;
- ii. sent via certified air mail with a return receipt requested; or
- iii. sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to MAKE:

Make Ideas, Inc.
7423 Eads Ave
La Jolla, CA 92037

If to BIOSILO:

Biosilo Foods, Inc.
7423 Eads Ave
La Jolla, CA 92037

- d. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.
- e. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.
- f. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

TRADEMARK

REEL: 004182 FRAME: 0024

- g. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on January, 15th, 2010.

MAKE IDEAS, INC.



Keith Mullin - President

BIOSILO FOODS, INC.



Keith Mullin - President