# OP \$40.00 36651

# 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
Pro Developments GmbH		08/05/2010	CORPORATION: GERMANY

# **RECEIVING PARTY DATA**

Name:	Platinum Performance, Inc.
Street Address:	67 Commerce Drive, Unit 100, P.O. Box 990
City:	Buellton
State/Country:	CALIFORNIA
Postal Code:	93427
Entity Type:	CORPORATION: CALIFORNIA

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark								
Registration Number:	3665190	PLATINUM NATURAL								

# **CORRESPONDENCE DATA**

Fax Number: (612)332-9081

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-332-5300

Email: slindemeier@merchantgould.com

Correspondent Name: Merchant & Gould P.C.

Address Line 1: P.O. Box 2910

Address Line 2: Attn: Scott W. Johnston

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	12305.65US01
NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/SWJ/
Date:	11/11/2010

900177245 TRADEMARK
REEL: 004413 FRAME: 0100

Total Attachments: 1

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TRADEMARK REEL: 004413 FRAME: 0101



# **ASSIGNMENT**

WHEREAS, Pro Developments GmbH, a German corporation located at Ludwig-Marx-Strasse 3, 55130 Mainz, Germany (hereinafter called "Assignor"), is the owner of United States Trademark Registration No. 3,665,190 for the mark PLATINUM NATURAL (hereinafter referred to as the "Mark").

WHEREAS, Platinum Performance, Inc., a California corporation located at 67 Commerce Drive, Unit 100, Buellton, California 93427 (hereinafter called "Assignee"), is desirous of acquiring all right, title and interest in and to the Mark and associated goodwill.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, unto Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to the Mark, said U.S. Registration and all common law trademark rights in the Mark, and with the goodwill and other incidents of its business associated with or symbolized by the Mark. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the Mark, at the expense of Assignee.

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OUNTRY OF GERMANY

On this day of \_\_\_\_\_\_, 2010, before me personally appeared to me known and known to me to be the person described in and who

executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Assignment, and that he did so of his free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Notary Public

TRADEMARK REEL: 004413 FRAME: 0102

**RECORDED: 11/11/2010**