

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Noah's Naturals, LLC | | 03/31/2011 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | IPG Holdings, LLC | | |
| Street Address: | 8689 South 700 West | | |
| City: | Sandy | | |
| State/Country: | UTAH | | |
| Postal Code: | 84070 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UTAH | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3352933 | HONEST TO GOODNESS | |
| Registration Number: | 3398920 | HEAL THYSELF | |
| Registration Number: | 3481099 | IT'S ALL GOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (330)253-6658 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 330-253-2225 | | |
| Email: | johng@inventorshelp.com | | |
| Correspondent Name: | PATENT, COPYRIGHT & TRADEMARK LAW GROUP | | |
| Address Line 1: | 4199 Kinross Lakes Parkway | | |
| Address Line 2: | Suite 275 | | |
| Address Line 4: | RICHFIELD, OHIO 44286 | | |
| ATTORNEY DOCKET NUMBER: | NN-1697 | | |
| NAME OF SUBMITTER: | John D. Gugliotta | | |

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REEL: 004610 FRAME: 0164

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| Signature: | /John D. Gugliotta/ |
| Date: | 08/23/2011 |
| Total Attachments: 1 source=Assignment_Noahs_Naturals_to_IPG_Holdings0001#page1.tif | |

AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

This Agreement for Assignment of Trademarks ("Agreement") is entered into as of this _____ day of March, 2011 by and between Noah's Naturals LLC ("NN"), a California limited liability company, and IPG Holdings LLC ("IPG"), a Utah limited liability company:

1. In consideration for IPG's forgiveness of any debt owed by NN more fully described in paragraph 2, NN hereby fully and forever assigns to IPG the following trademarks:

(a) Registered trademarks.

| Trademark | USPTO Serial No. | USPTO Registration No. |
|--------------------|------------------|------------------------|
| Heal Thyself | 76658918 | 3398920 |
| It's All Good | 76658919 | 3481099 |
| Honest to Goodness | 76658920 | 3352933 |

Upon execution of this Agreement, it shall be the responsibility of IPG to effect the assignment of these trademarks with the USPTO, at IPG's sole expense.

(b) Unregistered trademarks.

NN further assigns and conveys to IPG the unregistered trademark, "Honest 2 Goodness" with no warranty or representation whatsoever of its registrability or validity.

2. In consideration from NN's assignment of the trademarks described in paragraph 1, IPG hereby releases, acquits and discharges NN from any and all debt whatsoever owed or claimed to be owed to IPG up to and including the date of this Agreement, whether disputed or undisputed. IPG accepts the assignment as good and valuable consideration and in full and complete satisfaction of all such debt.

AGREED AND ENTERED INTO as of the date hereinabove first written.

NOAH'S NATURAL'S LLC
By: 
Noah Bremen, Managing Member

IPG HOLDINGS LLC
By: 
Robert Cochran, Managing Member