

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CW Enterprises and Investments, LLC	03/17/2012
RECEIVING PARTY DATA	
Name:	Living Whold Foods, Inc.
Street Address:	1041 North 450 West
City:	Springville
State/Country:	UTAH
Postal Code:	84663
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10715254
CORRESPONDENCE DATA	
Fax Number:	
Email:	bkeller@kmclaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Bryant J. Keller
Address Line 1:	60 East South Temple
Address Line 2:	Suite 1800
Address Line 4:	Salt Lake City, UTAH 84111
ATTORNEY DOCKET NUMBER:	19238.2
NAME OF SUBMITTER:	Bryant J. Keller
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

CH \$40.00 10715254

Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT is made as of ^{4:45 PM} February 12th, 2012, by and between CW Enterprises and Investments, LLC, a Utah limited liability company ("Seller"), and Living Whole Foods, Inc., a Utah corporation ("Buyer"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Purchase Agreement.

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated the 12th day of February, 2012 (the "Purchase Agreement"); and

WHEREAS, pursuant to Section 1.1 of the Purchase Agreement, Seller has agreed to sell, convey, assign, and transfer to Buyer the Purchased Assets (as such term is defined in the Purchase Agreement).

NOW THEREFORE, the undersigned Seller, for good and valuable consideration and by these presents does hereby bargain, sell, convey, transfer and deliver unto Buyer all of the Purchased Assets, including, without limitation, the assets set forth on SCHEDULE A.1., attached hereto and by this reference made a part hereof. Seller warrants to Buyer and its successors and assigns that, at the time of transfer of title to the Purchased Assets described in SCHEDULE A.1., Seller is the sole lawful owner of the Purchased Assets with good, legal, beneficial and marketable title to the Purchased Assets, free and clear of any and all liens, mortgages, claims, charges, encumbrances, security interests and other rights of others, and that Seller has full power and lawful authority to transfer the Purchased Assets to Buyer. Seller hereby covenants and agrees that at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as reasonably may be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Purchased Assets sold, conveyed, transferred and delivered by this Bill of Sale and Assignment.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment to be duly executed and delivered to Buyer on the date first written above.

CW ENTERPRISES AND INVESTMENTS, LLC, a
Utah limited liability company

By: [Signature]
Name: James A. Scott
Title: Owner

**SCHEDULE A.1.
TO
BILL OF SALE AND ASSIGNMENT**

Purchased Assets

1. Current inventory of the Business.
2. Customer Lists of the Business.
3. Vendor Lists of the Business.
4. The following Patents of Seller:
 - a. Title: Stackable Planter
U.S. Application Number: 29/171,177
Patent Number: US D493,384
Inventor: Jon F. Jensen
 - b. Title: Stackable Planter
U.S. Application Number: 10/715,254
Patent Number: US 7,043,877
5. The following Trademark of Seller:

Serial No. 78491040
Registration Number: 3,037,842
Mark: STACK & GROW
6. All molds used to produce the Stack and Grow planters used in the Business.
7. Specs for planters used in the Business.
8. The following Domain Names:
 - a. www.stackandgrow.com
 - b. www.stackandgrowplanters.com (wherein www.stackandgrow.com and www.stackandgrowplanters.com are collectively referred to as the "Domain Names")
9. Content associated with the Domain Names: All ownership rights in all code, database construct and data, the Domain Names' registration database(s), operational relationships and linkages between the Domain Names and other Internet sites, and all content currently associated with the Domain Names.
10. 1 year of email support.
11. Other intangible assets of the Business, including, without limitation, if and to

the extent in existence, (both foreign and domestic) any and all trade secrets, good-will, inventions, patent application, trademark applications, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.