

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
Brand New Brands, Inc.		09/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Attune Foods, Inc.
Street Address:	100 Shoreline Hwy, Bldg. B, Ste 210
City:	Mill Valley
State/Country:	CALIFORNIA
Postal Code:	94941
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78867321	ATTUNE
Serial Number:	78808468	ATTUNE
Serial Number:	78911772	ATTUNE
Serial Number:	78808478	ATTUNE
Serial Number:	78867324	ATTUNE DAILY
Serial Number:	78808489	ATTUNE DAILY
Serial Number:	78808484	ATTUNE DAILY
Serial Number:	78826859	DIGESTIVE ENERGY
Serial Number:	78826841	DIGESTIVE ENERGY
Serial Number:	78867343	GOOD HEALTH BEGINS WITHIN
Serial Number:	78867341	GOOD HEALTH BEGINS WITHIN
Serial Number:	78867344	KEEPS YOUR BODY HUMMING
Serial Number:	78945697	KEEPS YOUR BODY HUMMING
Serial Number:	78867348	KEEPS YOUR BODY HUMMING

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Serial Number:	78945694	KEEPS YOUR MIND HUMMING
Serial Number:	78945696	KEEPS YOUR MIND HUMMING

CORRESPONDENCE DATA

Fax Number: (707)526-4707
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7075264200
Email: jmbehmke@cmprlaw.com
Correspondent Name: Jay M. Behmke
Address Line 1: 100 B Street, Suite 400
Address Line 4: Santa Rosa, CALIFORNIA 95401

ATTORNEY DOCKET NUMBER:	6702.0001
NAME OF SUBMITTER:	Jay M. Behmke
Signature:	/JMB-163603/
Date:	09/05/2006

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of Sept 1, 2006 by and between Brand New Brands, Inc., a Delaware corporation ("Assignor"), and Attune Foods, Inc., a Delaware corporation ("Assignee").

RECITALS.

WHEREAS, Assignor possesses certain rights in and to the trademark applications listed in Exhibit A to this Assignment (the "Trademarks").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Stock Purchase Agreement by and between Assignee and Assignor pursuant to which Assignee will acquire the entire business or portion thereof to which the Trademarks pertain.

NOW THEREFORE, in consideration of capital stock of Assignee to be issued to Assignor, pursuant to that certain Contribution and Stock Purchase Agreement by and between Assignee and Assignor and that certain Bill of Sale by and between Assignee and Assignor, each of even date herewith, the parties agree as follows:

ASSIGNMENT

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, those Trademarks to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and all claims for damages and other remedies for past and future infringements or breaches of the Trademarks, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

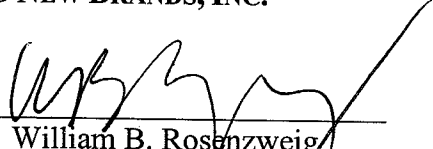
2. To the extent any of the Trademarks have been used in commerce prior to the date of this Assignment, Assignor does further sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the goodwill of the business connected with the use of and symbolized by such Trademarks; and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of such Trademarks or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

3. To the extent any of the Trademarks have not yet been used in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge that the assignment of such Trademarks pursuant hereto is part of a transaction pursuant to which Assignee will acquire the entire business or portion thereof to which such Trademarks pertain as required by Section 10 of the Trademark Act (15 USC § 1060).

4. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national copyright, patent, or trademark offices.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

BRAND NEW BRANDS, INC.

By: 
Name: William B. Rosenzweig
Title: Chief Executive Officer

**EXHIBIT A
Trademarks**

The following trademark applications constitute the "Trademarks":

Mark	Serial Number	Filing Date	Description of Goods and Services	International Class
ATTUNE	78/867,321	4/21/06	Dietary food supplements	005
ATTUNE	78/808,468	2/6/06	Candy, candy bars, chocolate bars	030
ATTUNE	78/911,772	6/19/06	Granola-based snack bars	030
ATTUNE	78/808,478	2/6/06	Concentrates, syrups or powders used in the preparation of soft drinks	032
ATTUNE DAILY	78/867,324	4/21/06	Dietary food supplements	005
ATTUNE DAILY	78/808,489	2/6/06	Candy, candy bars, chocolate bars	030
ATTUNE DAILY	78/808,484	2/6/06	Concentrates, syrups or powders used in the preparation of soft drinks	032
DIGESTIVE ENERGY	78/826,859	3/1/06	Candy, candy bars; chocolate bars	030
DIGESTIVE ENERGY	78/826,841	3/1/06	Concentrates, syrups or powders used in the preparation of soft drinks	032
GOOD HEALTH BEGINS WITHIN	78/867,343	4/21/06	Candy, candy bars; Chocolate bars	030
GOOD HEALTH BEGINS WITHIN	78/867,341	4/21/06	Concentrates, syrups or powders used in the preparation of soft drinks	032
KEEPS YOUR BODY HUMMING	78/867,344	4/21/06	Candy; Candy bars; Chocolate bars	030
KEEPS YOUR BODY HUMMING	78/945,697	8/4/06	Granola-based snack bars	030
KEEPS YOUR BODY HUMMING	78/867,348	4/21/06	Concentrates, syrups or powders used in the preparation of soft drinks	032
KEEPS YOUR MIND HUMMING	78/945,694	8/4/06	Candy, candy bars, chocolate bars; Granola-based snack bars	030
KEEPS YOUR MIND HUMMING	78/945,696	8/4/06	Concentrates, syrups or powders used in the preparation of soft drinks	032