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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Essential Brands, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Rich Brands, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 7227 N. 16<sup>th</sup> St, Ste 209  
 City: Phoenix  
 State: Arizona  
 Country: USA Zip: 85020

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Co. Citizenship Georgia, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) Sept. 11, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1, 358, 774 APPLEJACK'S PEEL

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rebecca Nittle  
 Internal Address: Law office  
 Street Address: 221 E. Marconi Ave  
 City: Phoenix  
 State: Arizona Zip: 85022  
 Phone Number: 602/564-1200  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 740.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
04/14/2008 RJANA1 00000089 1358774

Authorized User Name \_\_\_\_\_  
02 EC-8522

48.00  
788.00

9. Signature: Rebecca Nittle

Signature

4/8/08  
Date

Rebecca Nittle

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## CONFIRMATION OF ASSIGNMENT

This Confirmation of Assignment is executed as of this 11<sup>th</sup> day of September, 2007 by ESSCENTUAL BRANDS, LLC., a Delaware limited liability company ("Owner") with its principal office at Paradise Valley Corporate Center, 4835 East Cactus Road, Suite 245, Scottsdale, Arizona 85254, with respect to the trademarks (collectively, the "Trademarks") and domain names (collectively, the "Domain Names") set forth on Exhibit "A" hereto.

Owner, as owner and user of the Trademarks and Domain Names, granted a first priority security interest in the Trademarks and Domain Names to Wells Fargo Bank, National Association, a national banking association with principal offices at 100 West Washington Street, 15th Floor, MACS4101-158, Phoenix, Arizona 85003 ("Secured Party"), to secure certain obligations of Owner to Secured Party (the "Obligations"). The Secured Party recorded the security agreements, notices, assignments and other documents listed on Exhibit "B" hereto ("Security Assignments") in the Patent and Trademark Office with respect to such security interests.

Owner defaulted on the Obligations and the Secured Party exercised its post-default remedies under Article 9 of the Uniform Commercial Code and sold both the Trademarks and the Domain Names to RICH BRANDS, LLC, a Georgia limited liability company with its principal office at 4215 N. Strafford Rd., N.E., Atlanta, Georgia 30342 ("Assignee"), effective as the date hereof. Owner executes this Assignment to confirm that the Trademarks and Domain Names have been validly conveyed to Assignee.

For Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Owner does hereby confirm, acknowledge, ratify and agree that Secured Party has sold, assigned, transferred, and conveyed unto Assignee, without restriction, all Owner's right, title and interest, if any, worldwide

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(excluding the certain Canadian registrations, as reflected on Exhibit A), in and to the Domain Names and the Trademarks, together with the good will of the business symbolized by the Trademarks, worldwide registrations thereof, and applications for registration thereof. Notwithstanding the foregoing, no provision of this Confirmation of Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions of the Asset Purchase Agreement between Secured Party and Assignee, dated as of September 4, 2007 (the "Asset Purchase Agreement"), this Confirmation of Assignment being intended solely to facilitate the transfer of the Trademarks and Domain Names in accordance with the Asset Purchase Agreement. Without limitation of the generality of the interest conveyed, the conveyance by Secured Party includes (i) all of Owner's rights, title, and interest (both statutory and common law) in and to the Trademarks and any and all registrations and applications for registration thereof as listed on Exhibit "A" hereto; and (ii) all trademark enforcement rights and remedies which Owner may now have with respect to the Trademarks including Owner's standing to assert civil, criminal, and administrative remedies of all kinds and Owner's right to damages for past infringement thereof.

The foregoing confirmation is given for the purpose of documenting the assignment of Owner's rights in the Trademarks and Domain Names by Secured Party to Assignee, and the original or any copy thereof may be filed with any domain name registrar, recorded in the United States Patent and Trademark Office, and recorded and filed with such other domestic and foreign offices and registries, public and private, as Assignee may be deem necessary to establish Assignee's ownership of the Trademarks and Domain Names.

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above written.

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ESSENTIAL BRANDS, LLC  
by: Mancowitz Kurtz Investments, LLC, its  
Manager

By *Stephen S. Kurtz*  
Stephen S. Kurtz  
Co-Manager

COUNTY OF Denver )  
STATE OF Colorado ) ss.

The foregoing instrument was acknowledged before me this 11 day of September, 2007, Stephen S. Kurtz on behalf of the Essential Brands, LLC. He is personally known to me, or, produced his driver's licenses as identification of his identity.

Given under my hand and seal of office the day and year last above written.

*Mary A. McCorrison*  
Notary Public

My Commission Expires:

My Commission Expires 07/12/2008

(NOTARY SEAL) MARY A. MCCORRISTON  
NOTARY PUBLIC  
STATE OF COLORADO

**EXHIBIT "A"****to  
Confirmation of Assignment****TRADEMARKS**

All worldwide trademark rights in the marks VITABATH® and CLAIRE BURKE® and the other trademarks set forth in this Exhibit "A", and the goodwill associated therewith, including without limitation any trademark registrations and pending applications therefor, and the Owner's right to the corporate name and/or trade name "Essential Brands, LLC," excluding the Canadian registrations for the marks VITABATH® and CLAIRE BURKE®.

**Pending and Registered Trademarks (US and Foreign)****United States Marks**

1	76624017		LUXURY IN A BOTTLE	SOU filed 8-15-07
2	76625894	3261599	CITRUS BLUSH	LIVE
3	76624018	3249890	MOCHA SILK	LIVE
4	76674715		CLAIRE BURKE	LIVE
5	76674767		DESIGN WITH FRAGRANCE	NFA 7-11- 07
6	76674761		THE ART OF FRAGRANT DECOR	NFA 7-11- 07
7	76624019		LAMPOURRI	NFA filed as SOU 3- 28-07
8	76670851		HAUNTED HOME	NFA 4-30- 07
9	76625547	3118800	FRESH CITRUS TWIST	LIVE
10	76433328	3117505	FRESH SLICED ORANGE	LIVE
11	76626671	3110962	CLAIRE BURKE	LIVE
12	76624020		FALLOWEEN	REQ X time 3-8- 07
13	76594434	2966100	SUPPLEMENT YOUR SKIN	LIVE
14	76572786	3002415	PUMPKIN STRUDEL	LIVE
15	76433511	2887146	ROCK YOUR WORLD	LIVE
16	76433509	2870185	LIVE IT UP!	LIVE
17	76391765	2832693	VITABATH EXPRESSIVES	LIVE
18	76387909	2807218	FRESH CUT SPRUCE	LIVE
19	76387908	2845704	VITABATH	LIVE
20	74329704	1785136	CLAIRE BURKE	LIVE

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21	73519876	1358774	APPLEJACK & PEEL	LIVE
22	73426801	1325304	VITABATH PLUS	LIVE
23	71673503	0612869	VAPOURRI	LIVE
24	76455187	2746892	VITABATH ESSENTIALS	LIVE
25	76443329	2999518	EDELMAN	LIVE
26	76433510		CHASE YOUR DREAM	LIVE
27	76267878	2595949	TUSCAN HARVEST	LIVE
28	76031859	2523492	SIMPLE ELEGANCE	LIVE
29	75937923	2523429	N FIRST NATIONAL	LIVE
30	75890990	2696138	Design Only	LIVE
31	75890988	2404404	Design Only	LIVE
32	75755899	2447031	THE PICKET FENCE COLLECTION	LIVE
33	75453323	2441280	OUTLOOK	LIVE
34	75453322	2430237	OUTLOOK	LIVE
35	75433718	2209259	SIL-OU-ET	LIVE
36	74097538	1709638	THE SEA	LIVE
37	73763411	1574195	OH CHRISTMAS TREE	LIVE
38	73746889	1539987	WATERLILY	LIVE
39	73585442	1475569	CHRISTMAS MEMORIES	LIVE
40	72400523	0951482	VITABATH	LIVE
41	72400524	0951501	VITABATH	LIVE
42	72074057	0697889	VITABATH	LIVE

Unregistered (United States)

BE TRUE TO YOU	N/A	N/A
FRESH CITRUS TWIST	N/A	N/A
ORIGINAL SPRING GREEN	N/A	N/A
PEACH ENRICHED WITH MILK	N/A	N/A
PLUS FOR DRY SKIN	N/A	N/A
SPA SKIN THERAPY	N/A	N/A
BLUSHING ROSE	N/A	N/A
CLAIRE BURKE ORIGINAL	N/A	N/A
FROSTED PEAR	N/A	N/A

Pending and Registered Trademarks (Canada)

1	125800600	TMA00000	FALLOWEEN	LIVE
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2	125802000	TMA00000	FRESH CITRUS TWIST	LIVE
3	125801500	TMA00000	SUPPLEMENT YOUR SKIN	LIVE
4	125801600	TMA00000	SCENT OF MEMORIES	LIVE
5	125800900	TMA00000	WARM GATHERINGS	LIVE
6	125800400	TMA00000	CITRUS BLUSH	LIVE
7	125801700	TMA00000	MOCHA SILK	LIVE
8	125801300	TMA00000	SIMPLY JASMINE	LIVE
9	125801900	TMA00000	LAMPOURRI	LIVE
10	125801400	TMA00000	SHEER VANILLA	LIVE
11	125801800	TMA00000	LUXURY IN A BOTTLE	LIVE
12	115477700	TMA675395	FRESH SLICED ORANGE	LIVE
13	105467900	TMA572511	PICKET FENCE DESIGN	LIVE
14	104081700	TMA566382	THE PICKET FENCE COLLECTION	LIVE
15	070284800	TMA529314	VITASPA BODYSKIN CARE FROM VITABATH	LIVE
16	068835900	TMA508151	VITASPA	LIVE
17	068599900	TMA527006	VITABAR	LIVE
18	063087900	TMA447475	WISTERIA design	LIVE
19	062583400	TMA413251	OH CHRISTMAS TREE	LIVE
20	052366300	TMA314911	APPLEJACK & PEEL	LIVE
21	041028900	TMA239413	CLAIRE BURKE	LIVE
22	041021500	TMA232647	VAPOURRI DESIGN	LIVE
23		TMA357890	PEACHES & DREAMS	
24	115477900		FLORENCE	
25	1154780		TROPICAL SECLUSION	
26	1154778		BALI	
27		TMA371363	SPRING MEADOW	
28		TMA386050	WATERLILY	
29	Pending		BE TRUE TO YOU	
30	Pending		CHASE YOUR DREAM	
31	Pending		ROCK YOUR WORLD	

**Unregistered (Canada)**

BLUSHING ROSE	Canada	N/A	N/A
FROSTED PEAR	Canada	N/A	N/A
FRESH CITRUS TWIST	Canada	N/A	N/A
ORIGINAL SPRING GREEN	Canada	N/A	N/A
PLUS FOR DRY SKIN	Canada	N/A	N/A
SPA SKIN THERAPY	Canada	N/A	N/A

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Pending and Registered Trademarks (Other Internationals)

Registrations:

APPLEJACK & PEEL	Great Britain	1,234,781	1/31/1985
APPLEJACK & PEEL	Ireland	114994	1/30/1985
APPLE JACK & PEEL	Israel	60323	2/6/1985
APPLE JACK & PEEL	Japan	4,606,863	9/27/2002
APPLE JACK & PEEL	New Zealand	156864	2/5/1985
APPLE JACK & PEEL	New Zealand	156863	2/5/1985
APPLE JACK & PEEL	New Zealand	156,862	2/5/1985
APPLE JACK & PEEL	South Africa	85/0704	1/30/1985
APPLE JACK & PEEL	Taiwan	484104	5/16/1990
CLAIRE BURKE	Benelux	493,805	1/10/1991
CLAIRE BURKE	Great Britain	B1214810	3/15/1984
CLAIRE BURKE	Great Britain	B1214812	3/15/1984
CLAIRE BURKE	Italy	812542 (formerly 345,096)	3/18/1985
CLAIRE BURKE	Japan	4,606,862	9/27/2002
CLAIRE BURKE	Paraguay	248,399 (formerly 153206)	4/22/1992
CLAIRE BURKE	Sweden	164948	10/6/1978
PEACHES & DREAMS	Australia	481529	6/14/1991
PEACHES & DREAMS (design)	Japan	2695127	9/30/1994
PEACHES & DREAMS (design)	Switzerland	369764	2/10/1988
VAPOURRI (design)	Australia	306,862	7/20/1979
VAPOURRI (design)	Great Britain and Northern Ireland	1077939	5/3/1977
VAPOURRI (design)	Italy	812,544 (formerly 346,111)	3/18/1985
VAPOURRI (design)	Sweden	164387	8/11/1978

Applications:

CLAIRE BURKE	Mexico	559482	8/5/2002
CLAIRE BURKE	Mexico	559483	8/5/2002
CLAIRE BURKE	Mexico	559484	8/5/2002

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**Pending and Registered Trademarks (Other Internationals)  
(Personal Care)**

**Registrations:**

DUCAIR	Greece	110519	9/2/1992
VITA SOAP	Great Britain	1078495	5/13/1977
VITA TALC	Great Britain	1078494	5/13/1977
VITABAD	Argentina	1586924	1/3/1996
VITABAD	Benelux	481819	4/20/1998
VITABAD	Finland	116393	1/20/1992
VITABAR	Austria	138643	11/5/1991
VITABAR	Benelux	502630	5/6/1992
VITABAR	Denmark	199207939	8/21/1992
VITABAR	France	1681294	7/18/1991
VITABAR	Great Britain	1471732	7/23/1991
VITABAR	Italy	625777	6/17/1994
VITABAR	Japan	2671914	6/29/1994
VITABAR	Switzerland	400311	7/22/1991
VITABATH	Afghanistan	4422	8/28/1990
VITABATH	Argentina	1,767,082	12/14/1999
VITABATH	Barbados	81/7176	10/17/1997
VITABATH	El Salvador	299/13	10/22/1992
VITABATH	Germany	39639548.1	11/25/1966
VITABATH	Great Britain	823312	7/21/1961
VITABATH	Great Britain	823313	7/21/1961
VITABATH	Great Britain	1078492	5/13/1977
VITABATH	Iceland	206/1991	2/27/1991
VITABATH	Indonesia	229/91	3/11/1993
VITABATH	Ireland	137655	11/1/1989
VITABATH	Ireland	137656	11/1/1989
VITABATH	Japan	4108991	1/30/1998
VITABATH	Japan	4108992	1/30/1998
VITABATH	Liberia	LR/M/2001/00 115	7/3/2001
VITABATH	Mexico	702,183	5/22/1990
VITABATH	New Zealand	642,091	7/23/2001
VITABATH	Nicaragua	20433C.C.	10/15/1991
VITABATH	Norway	146207	7/25/1991
VITABATH	Puerto Rico	18076	5/8/1973
VITABATH	Puerto Rico	18077	5/8/1973
VITABATH	South Africa	90/4970	7/7/1993

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VITABATH	Spain	2,422,913	2/5/2002
VITABATH	Taiwan	689902	10/16/1995
VITABATH	Taiwan	689998	10/16/1995
VITABATH	Uruguay	235509	2/9/1993
VITABATH GELEE	Great Britain	1078493	5/13/1977
VITASPA	Australia	A562248	6/4/1993
VITASPA	Austria	145076	12/1/1992
VITASPA	France	1688734	8/23/1991
VITASPA	Germany	2056382	2/8/1994
VITASPA	Great Britain	1474292	5/28/1993
VITASPA	Italy	610298	12/3/1993
VITASPA	Japan	2653476	4/28/1994
VITASPA	Japan	2671917	6/29/1994
VITASPA	New Zealand	212435	2/7/1996
VITASPA	South Africa	91/7140	8/28/1991
VITASPA BODYSKIN CARE FROM VITABATH	Austria	142970	7/15/1992
VITASPA BODYSKIN CARE FROM VITABATH	Benelux	517454	4/10/1992
VITASPA BODYSKIN CARE FROM VITABATH	Denmark	199301120	2/5/1993
VITASPA BODYSKIN CARE FROM VITABATH	France	92414650	9/25/1992
VITASPA BODYSKIN CARE FROM VITABATH	Germany	2056290	2/8/1994
VITASPA BODYSKIN CARE FROM VITABATH	Italy	641,494	12/28/1994
VITASPA BODYSKIN CARE FROM VITABATH	Switzerland	397063	4/10/1992

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**INTERNET DOMAIN NAMES**

<b>DOMAIN NAME (Personal Care)</b>	<b>DATE ISSUED</b>
<b>MYATTITUDE.COM</b>	<b>3/2/99</b>
<b>SUPPLEMENTYOURSKIN.COM</b>	<b>7/19/01</b>
<b>VITABATH.BIZ</b>	<b>12/13/01</b>
<b>VIATBATH.NET</b>	<b>6/11/01</b>
<b>VITABATHNATURALS.BIZ</b>	<b>12/13/01</b>
<b>DOMAIN NAME (Home Fragrance)</b>	<b>DATE ISSUED</b>
<b>CLAIREBURKE.COM</b>	<b>3/2/99</b>
<b>HOMEFRAGRANCE.COM</b>	<b>5/23/01</b>
<b>PICKETFENCECOLLECTION.COM</b>	<b>1/21/00</b>
<b>CLAIREBURKE.BIZ</b>	<b>12/13/01</b>
<b>HOMEFRAGRANCE.BIZ</b>	<b>12/13/01</b>
<b>PICKETFENCE.BIZ</b>	<b>12/13/01</b>
<b>SCENTSOFHOM.COM</b>	<b>7/2/01</b>
<b>SCENTSOFHOM.BIZ</b>	<b>12/13/01</b>

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