

## TRADEMARK ASSIGNMENT

Electronic 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
Dean Spirit Limited		04/24/2012	COMPANY: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	DR. FRESH, INCORPORATED		
Street Address:	6645 Caballero Blvd.		
City:	Buena Park		
State/Country:	CALIFORNIA		
Postal Code:	90620		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77820860	BINACA	
Registration Number:	0836059	BINACA	
Registration Number:	2724805	BINACA	
Registration Number:	3698889	BINACA	
Registration Number:	3847236	BINACA.COM	
Registration Number:	3884820	BINACA	
CORRESPONDENCE DATA			
Fax Number:	7144277799		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-427-7405		
Email:	cneu@swlaw.com		
Correspondent Name:	Ketan S. Vakil, SNELL & WILMER L.L.P.		
Address Line 1:	600 Anton Boulevard		
Address Line 2:	Suite 1400		

CH \$165.00 77820860

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 10781-3400

NAME OF SUBMITTER: Erikson C. Squier

Signature: /Erikson C. Squier/

Date: 04/24/2012

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of April 24, 2012 (the "Assignment") between Dean Spirit Limited, a British Virgin Island business company with a registered address at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "Assignor") and Dr. Fresh, Incorporated, a New York business company with a registered address at 6645 Caballero Blvd., Buena Park, California (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade dress that are used in connection with the BINACA brands, including, but not limited to the registered trademarks listed in Schedule A as well as any common law trademarks or trade dress (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor is the owner of all right, title and interest in and to the Marks, including but not limited to the trademarks listed in Schedule A. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges pertaining to the Marks, including but not limited to the right to sue for and receive all damages from past infringements of the Marks, will be owned, held and enjoyed by Assignee and its successors, assigns and other legal representatives for any and all purposes whatsoever.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Marks or to clear any encumbrances with respect to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States, Canada, and any official of any foreign country, state or territory, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all Assignor's respective rights in the Marks.
5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

6. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of law principles, except that federal law, where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.
8. Previous Agreements. Any portion of any previous agreement(s) between the Assignor and the Assignee as it pertains to the Marks is hereby nullified and void and replaced by the terms of the Assignment. The remaining portions of those agreement(s) continue in effect.

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

DEAN SPIRIT LIMITED, Assignor.


BY:  \_\_\_\_\_

Name: Dee Aiyar

Title: Authorized Signatory

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

DR. FRESH, INCORPORATED, Assignee.

BY:  \_\_\_\_\_

Name: Dee Aiyar

Title: Authorized Signatory

**SCHEDULE A**

<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>COUNTRY</u></b>
BINACA	0836059	United States
BINACA	2724805	United States
BINACA	3698889	United States
BINACA.COM	3847236	United States
BINACA	3884820	United States

<b><u>MARK</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>COUNTRY</u></b>
BINACA	77820860	United States