

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 |
| Gary Schofield | | 07/25/2006 | INDIVIDUAL: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Smart Brands Inc. | | |
| Street Address: | 10800 No. 5 Road | | |
| Internal Address: | Suite 130 | | |
| City: | Richmond, British Columbia | | |
| State/Country: | CANADA | | |
| Postal Code: | V7A 4E5 | | |
| Entity Type: | COMPANY: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78671630 | KARMA BEAUTY | |
| Serial Number: | 78671644 | GOSSIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)456-8435 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (312) 456-6589 | | |
| Email: | galism@gtlaw.com | | |
| Correspondent Name: | Mark R. Galis | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Greenberg Traurig, LLP - Suite 2500 | | |
| Address Line 4: | Chicago, ILLINOIS 60601-1732 | | |
| ATTORNEY DOCKET NUMBER: | 70303.09T1 & 70303.10T1 | | |
| DOMESTIC REPRESENTATIVE | | | |

CH \$65.00 78671630

Name: Mark R. Galis
Address Line 1: 77 W. Wacker Drive
Address Line 2: Greenberg Traurig, LLP - Suite 2500
Address Line 4: Chicago, ILLINOIS 60601-1732

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Mark R. Galis |
| Signature: | /Mark R. Galis/ |
| Date: | 07/26/2006 |

Total Attachments: 3
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TRADEMARKS ASSIGNMENT

WHEREAS, **Gary Schofield** of Canada ("**ASSIGNOR**"), has agreed to sell and assign to **Smart Brands Inc. (ASSIGNEE)**, a Canadian company with a business address at 10800 No. 5 Road, Suite 130, Richmond, British Columbia, Canada V7A 4E5, its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks identified on Exhibit A.

WHEREAS, Assignee is the successor to the portion of Assignor's business to which the trademark identified in Exhibit A pertains.

WHEREAS, in order to effectuate Assignor's assignment to Assignee of his entire rights, title and interests in and to the trademarks identified in Exhibit A, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, as well as the goodwill of the business symbolized by, the trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks").

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.


Assignor hereby covenants and warrants that, with respect to each Trademark, he has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 25 day of July, 2006.



(signature)

SIGNATURE OF WITNESS

NAME OF WITNESS

EXHIBIT A

| MARK | APPLICATION NO. | FILING DATE | COUNTRY | STATUS |
|--------------|-----------------|-------------|---------|---------|
| KARMA BEAUTY | 78/671630 | 07/15/2005 | U.S. | PENDING |
| GOSSIP | 78/671644 | 07/15/2005 | U.S. | PENDING |

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