

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Martinellie, Inc.		11/06/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Martin Mendoza
Street Address:	201A McCray St Ste 206
City:	Hollister
State/Country:	CALIFORNIA
Postal Code:	95023
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78957993	ENERGY

CORRESPONDENCE DATA

Fax Number: (408)516-8813
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 408-425-8711
 Email: mmendoza4@hotmail.com
 Correspondent Name: Martin Mendoza
 Address Line 1: 201A McCray St Ste 206
 Address Line 4: Hollister, CALIFORNIA 95023

NAME OF SUBMITTER:	Martin Mendoza
Signature:	/Martin Mendoza/
Date:	11/06/2008

OP \$40.00 78957993

Total Attachments: 2

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TRADEMARK ASSIGNMENT
(NUNC PRO TUNC)

This Assignment ("Assignment") is made nunc pro tunc effective as of December 31, 2006 from Martinellie, Inc., a California Corporation having a place of business at 202 Paint Way, Patterson, CA, 95363, USA, ("ASSIGNOR"), To Martin Mendoza, an individual, having a place of business at 201A, McCray St Ste 206, Hollister, CA, 95023, USA, ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademark ENERGY™ (the "Mark"), registration application in the U.S. Patent and Trademark Office, Application serial number 78957993 on August 22, 2006, together with the goodwill associated therewith symbolized thereby in connection with the goods on which the Mark is used ("the Products").

Whereas, ASSIGNOR conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of its right, title, and interest in and to the Mark, the registration application thereof and the goodwill associated therewith to ASSIGNEE;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby conveyed, transferred, assigned, delivered, and contributed unto ASSIGNEE, all right, title and interest in and to the Mark, the above-identified registration application thereof, together with all derivations thereof and including all goodwill associate therewith relating to the Products in respect upon which the Mark is used, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, misappropriations of the Mark, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto by reason of any past and future acts of infringement or misappropriations that have occurred or may occur, and all rights to sue for past, present and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

In testimony Whereof, ASSIGNOR, as represented by one of its officers, has signed this instrument this 6th day of November 2008.

Martinellie, Inc

By: 

Name: Martin Mendoza, President

ACKNOWLEDGMENT

State of California
County of Stanislaus

On 11/6/08 before me, David Raney, Notary Public
(insert name and title of the officer)

personally appeared Martin Mendoza
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

