

## 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
Healthy Planet Ltd		11/14/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Healthy Planet Foundation USA		
Street Address:	PO Box 27371		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94127		
Entity Type:	foundation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85264707	HEALTHY PLANET	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdoCKET@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(503044-1-US001)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	503044-1-US001		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$40.00 85264707

Date:

12/03/2012

Total Attachments: 2

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**TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is effective as of November 14, 2012 by and between Healthy Planet Ltd, a UK corporation, ("Assignor") and Healthy Planet Foundation USA, a California corporation ("Assignee").

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademarks");

WHEREAS, Assignor has acquired goodwill in the business associated with and symbolized by the Trademarks and has not abandoned same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks owned by Assignor in the United States; and

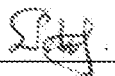
WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks in the United States; together with the business and goodwill symbolized by said Trademarks.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Assignment as of the date first written above.


**ASSIGNOR**

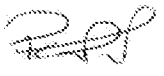
Healthy Planet Ltd

By: Mr. S. Patel   
Name: Director 2 of 2  
Date: 30/11/12

**ASSIGNEE**

Healthy Planet Foundation USA

By:   
Name: Bryan Jersky  
Name: CEO  
Date: 12/1/12

Mr. S. Patel   
Director 2 of 2 ; 30 Nov 2012  
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