

**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
4Life Research, LC		12/20/2004	Limited Liability Company: UTAH

**RECEIVING PARTY DATA**

Name:	4Life Trademarks, LLC
Street Address:	9850 South 300 West
City:	Sandy
State/Country:	UTAH
Postal Code:	84070
Entity Type:	Limited Liability Company: UTAH

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2146082	
Registration Number:	2769462	
Registration Number:	2337760	
Registration Number:	2276702	
Registration Number:	2045776	
Registration Number:	1852191	
Registration Number:	1896768	
Registration Number:	1852190	
Registration Number:	1922811	

**CORRESPONDENCE DATA**

Fax Number: (801)256-3091  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 801-562-3600  
 Email: lauriea@4life.com

OP \$240.00 2146082

Correspondent Name: Steven Tew  
Address Line 1: 9850 South 300 West  
Address Line 4: Sandy, UTAH 84070

NAME OF SUBMITTER:	Steven Tew
Signature:	/steven tew/
Date:	12/20/2004

Total Attachments: 3  
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## TRADEMARK AND TRADE NAME ASSIGNMENT

This Assignment is effective on the date of Assignor's signature given hereunder, by and between 4Life Research, L.C., 9850 South 300 West Sandy, Utah 84070-3262 (hereinafter "Assignor") and 4Life Trademarks, LLC, 9850 South 300 West Sandy, Utah 84070-3262 (hereinafter "Assignee").

WHEREAS, Assignor represents that it has developed common-law and exclusive rights to the trademarks and/or trade names given in the list below with respect to the goods and services recited in each trademark application or registration listed, said common-law and exclusive rights including the U.S. Trademark registrations and applications listed below (hereinafter collectively referred to as "Trademark Rights"):

**(See attached list)**

WHEREAS, Assignor represents that it owns the full, unencumbered right, title and interest to said Trademark Rights including the exclusive right to use and transfer the same, and that it has filed with the appropriate offices all renewals, affidavits, declarations and other documents necessary to maintain the Trademark Rights in effect;

WHEREAS, Assignee is desirous of obtaining all of Assignor's right, title and interest in and to said Trademark Rights and any corresponding trademark registrations (foreign and domestic), common law rights and goodwill associated therewith;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to said Trademark Rights, in the U.S.A. and in all foreign countries, together with any other registrations, recordals, applications, common law rights and the goodwill of the business symbolized by said Trademark Rights and associated therewith.

Assignor agrees to communicate to Assignee or its representatives or assigns, any facts known to it relating to said Trademark Rights, and will upon request testify in any legal proceedings, sign all lawful papers, execute all trademark filing and prosecution documents and generally do all other and further acts deemed necessary or expedient by Assignee to assist and enable Assignee to obtain and enforce full benefits from the right, title and interest herein assigned.

Assignor further agrees to transfer to Assignee the original registration and/or application filing certificates for the U.S. Trademark registrations and applications listed above, as well as any original certificate of any other federal or state registration or recordal of said Trademark Rights together with any files pertaining to said Trademark Rights now in its possession or under its control.

This assignment shall be binding upon Assignor's executor's, administrators, and/or assigns and shall inure to the benefit of the executors, administrators, successors, and/or assigns, as the case may be, of Assignee.

Signed this 20 day of Dec, 2004.

Assignor: 4Life Research, L.C.

By: *David Lisonbee*

Typed Name: David Lisonbee

Title: CEO

SUBSCRIBED AND SWORN to before me, the undersigned authority, by *David Lisonbee*, acting in the position indicated, on the 20 day of December, 2004.

(SEAL)

Notary Public  
*Sharon Esau* County, [State]

Accepted by 4Life Trademarks, LLC

By: *David Lisonbee*

Typed Name: David Lisonbee

Title: CEO



Note: List of assigned trademark registrations and applications is attached hereto.

**TRADEMARK ASSIGNMENTS  
FROM  
4LIFE RESEARCH, LC  
TO  
4LIFE TRADEMARKS, LLC**

<b>Mark Name</b>	<b>Application Number</b>	<b>Registration Number</b>
SHAPERITE	75221891	2146082
START+	75808941	2769462
M POWER 52	75579750	2337760
START RITE	75431008	2276702
SHAPERITE	75059334	2045776
MEGAWATT	74457357	1852191
NI-CHROME	74457352	1896768
SHAPERITE	74457342	1852190
PHYTOGENESIS	74247359	1922811