

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
M.D. Labs Acquisition Company, L.L.C.	AKA M.D. Labs Acquisition, L.L.C.	11/15/2004	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Wellements, LLC
Also Known As:	MD Nutrition Acquisition, LLC
Street Address:	2555 E. Camelback Rd.
Internal Address:	Suite 700
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78345592	SHAKE N DRINK
Serial Number:	78348783	WELLEMENTS
Serial Number:	75627040	THERMIC CAPS
Registration Number:	2237537	PRO BLEND
Registration Number:	2123201	M.D. LABS
Registration Number:	1883803	DAILY DETOX
Registration Number:	2833342	SPLURGE
Registration Number:	2046433	DAILY HERBAL
Registration Number:	1900304	DAILY KLEAN
Registration Number:	2525276	FIBER-PSYLL
Registration Number:	2187273	HUMAN DEVELOPMENT TECHNOLOGIES
Registration Number:	2187301	HUMAN DEVELOPMENT TECHNOLOGIES

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Registration Number:	2635475	SOLID GAINS
Registration Number:	2889359	PRO-RATED
Registration Number:	2414585	THERMIC BLAST
Registration Number:	2283214	MRP 44
Registration Number:	2264873	19-NORAN
Registration Number:	2029277	CITRIUM

CORRESPONDENCE DATA

Fax Number: (602)916-5651
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-916-5451
Email: ssmith@fclaw.com
Correspondent Name: Stacie K. Smith, Esq.
Address Line 1: 3003 N. Central Ave.
Address Line 2: Suite 2600
Address Line 4: Phoenix, ARIZONA 85012

NAME OF SUBMITTER:	Stacie K. Smith
Signature:	/Stacie K Smith/
Date:	12/30/2004

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*"), dated November 15, 2004, is entered into by and among M.D. Labs Holdings, L.L.C., an Arizona limited liability company and M.D. Labs Acquisition Company, L.L.C., also known as M.D. Labs Acquisition, L.L.C., an Arizona limited liability company as successor to M.D. Labs, Inc., a Delaware corporation (collectively "*MD Labs*") having a principal place of business at 3925 East Watkins, Suite 200, Phoenix, Arizona 85034 and Wellements, LLC, an Arizona limited liability company f/k/a MD Nutrition Acquisition, LLC ("*Assignee*") having a principal place of business at 2555 East Camelback Road, Suite 700, Phoenix, Arizona 85016.

RECITALS

A. MD Labs is the owner of the common law trade names, trademarks and service marks, registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications and other registrations or applications related to trademarks and service marks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

B. Pursuant to the Asset Contribution and Purchase Agreement dated September 27, 2004, among MD Labs, along with other related or affiliated entities as sellers, Assignee, as buyer, and the other parties identified therein, MD Labs has agreed to assign its right, title and interest in the Assigned Trademarks to Assignee as a successor to and as part of the on-going business acquired by Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

MD Labs hereby assigns to Assignee all right, title and interest, including common law rights, in and to the Assigned Marks in the United States of America and in all countries and jurisdictions of the world, including the right to file for protection of the Assigned Marks throughout the world, together with the goodwill of the businesses symbolized by said Assigned Marks, and applications and registrations thereof, and that portion of the business which is ongoing and existing to which the Assigned Marks pertain. MD Labs agrees to perform, at Assignee's expense, all acts and to execute all documents necessary for Assignee to perfect its ownership in and to the Assigned Marks.

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

M.D. LABS HOLDINGS, L.L.C.

M.D. LABS ACQUISITION COMPANY, L.L.C.,
ALSO KNOWN AS M.D. LABS ACQUISITION,
L.L.C, AS SUCCESSOR TO M.D. LABS, INC.

By: [Signature]
Name: BERNARD E. FRANCOIS
Title: MANAGER

By: [Signature]
Name: BERNARD E. FRANCOIS
Title: MANAGER

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

ss.

On NOVEMBER 5, 2004, before me, SHARON L. THORSBY, Notary Public, personally appeared BERNARD E. FRANCOIS, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument of his/her own free will for the use and purposes set forth therein.

Witness my hand and official seal.

[Signature]
Notary Public



STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

ss.

On NOVEMBER 5, 2004, before me, SHARON L. THORSBY, Notary Public, personally appeared BERNARD E. FRANCOIS, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument of his/her own free will for the use and purposes set forth therein.

Witness my hand and official seal.

[Signature]
Notary Public



**SCHEDULE 1
ASSIGNED MARKS**

Trademark Applications

Trademark	Country	Status	Application Number	Application Date
SHAKE N DRINK	United States	Pending	78/345592	12/24/2003
WELLEMENTS	United States	Pending	78/348783	1/7/2004
THERMIC CAPS	United States	Pending	75/627040	1/26/1999

Trademark Registrations

Trademark	Country	Status	Registration Number	Registration Date
PRO BLEND	United States	Registered	2,237,537	4/6/1999
M.D. LABS	United States	Registered	2,123,201	12/23/1997
DAILY DETOX	United States	Registered	1,883,803	3/14/1995
SPLURGE	United States	Registered	2,833,342	4/13/2004
DAILY HERBAL	United States	Registered	2,046,433	3/18/1997
DAILY KLEAN	United States	Registered	1,900,304	6/20/1995
FIBER-PSYLL	United States	Registered	2,525,276	1/1/2002
HUMAN DEVELOPMENT TECHNOLOGY and DESIGN	United States	Registered	2,187,273	9/8/1998
HUMAN DEVELOPMENT TECHNOLOGY and DESIGN	United States	Registered	2,187,301	9/8/1998
SOLID GAINS	United States	Registered	2,635,475	10/15/2002
PRO-RATED	United States	Registered	2,889,359	9/28/2004
THERMIC BLAST	United States	Registered	2,414,585	12/19/2000
MRP 44 and DESIGN	United States	Registered	2,283,214	10/5/1999
19-NORAN (Stylized)	United States	Registered	2,264,873	7/27/1999
CITRIUM	United States	Registered	2,029,277	1/7/1997
CITRIUM	CTM	Registered	155531	6/16/1998
CITRIUM	Korea	Registered	369173	7/16/97

Trade Names

Names	Country	Status
PROTEIN PUFFS	United States	Common Law
JOINT SHAKE	United States	Common Law
LOW CARB SENSATION	United States	Common Law
TRIBULUS 650	United States	Common Law
MEGA FAT BURNER	United States	Common Law
CLA 1000	United States	Common Law