

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
IC Corporation		12/24/2004	CORPORATION: BARBADOS

RECEIVING PARTY DATA

Name:	Vitalus International Inc.
Street Address:	The Savannah Business Centre
Internal Address:	Suite 130, Hastings
City:	Christ Church
State/Country:	BARBADOS
Entity Type:	CORPORATION: BARBADOS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78188147	PROPLUS
Serial Number:	78186613	ACTIVSTART NUTRITION
Serial Number:	78108600	COLDZYME
Serial Number:	78212151	KOOLZYME
Serial Number:	78362028	COLDZYME
Serial Number:	78362029	KOOLZYME

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: Perkins Coie LLP
 Address Line 1: 1201 Third Avenue
 Address Line 2: Suite 4800
 Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

900026024

**TRADEMARK
 REEL: 003098 FRAME: 0185**

CH \$165.00 78188147

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

James L. Vana

Signature:

/James L. Vana/

Date:

06/07/2005

Total Attachments: 3

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TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made as of December 24, 2004.

BETWEEN:

**IC Corporation
Suite 201 Lauriston
Collymore Rock
St. Michael, Barbados;**

(hereinafter the "Assignor");

AND:

**Vitalus International Inc.
The Savannah Business Centre
Suite 130, Hastings
Christ Church, Barbados;**

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the United States trade-marks bearing the United States application and registration numbers set out in Schedule "A" (the "Trade-Marks");

WHEREAS the Assignor has assigned, sold and transferred unto the Assignee, the business of the Assignor related to the Trade-Marks, including all of the Assignor's rights, title and interest in and to the Trade-Marks;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-Marks, including, without limitation, all common law rights and the goodwill associated with the Trade-Marks in the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-Marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-Marks in any country.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full

effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-Marks and any applications or registrations in respect thereof.

3. GENERAL PROVISIONS

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

IC CORPORATION

By: 

Name: J. Hugh Wiebe

Title: President

VITALUS INTERNATIONAL INC.

By: 

Name: J. Hugh Wiebe

Title: CEO

SCHEDULE "A"

No.	Trade-Mark	Application/ Registration Number
1.	PROPLUS & DESIGN	78/188,147
2.	ACTIVSTART NUTRITION	78/186,613
3.	COLDZYME	78/108,600
4.	KOOLZYME	78/212,151
5.	COLDZYME & SEAL DESIGN	78/362,028
6.	KOOLZYME & SEAL DESIGN	78/362,029