

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Direct, LLC		09/12/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	HD Nutrition, Inc.
Street Address:	320 Kalmus Drive
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2372924	HEALTH DIRECT

CORRESPONDENCE DATA

Fax Number: (310)557-8475
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310.975.8110
 Email: PTOmailLosAngeles@foley.com
 Correspondent Name: Herbert P. Williams, Esq.
 Address Line 1: 2029 Century Park East
 Address Line 2: Suite 3500
 Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	028572-0103
NAME OF SUBMITTER:	Herbert P. Williams

900060928

**TRADEMARK
 REEL: 003414 FRAME: 0949**

OP \$40.00 2372924

Signature:

/Herbert P. Williams/

Date:

10/24/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Agreement") is entered into on this 12th day of September, 2006 and is effective as of September 30th, 2001 (the "Effective Date"), by and between HEALTH DIRECT, LLC, a limited liability company organized under the laws of California, with a place of business at 16400 Pacific Coast Highway, Suite 220, Huntington Harbor, California 92649 ("ASSIGNOR"), and HD Nutrition, Inc., a California corporation with a place of business at 320 Kalmus Drive, Costa Mesa, California 92626 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the listed Registrant and owner of the trademark and registration therefor, identified and specified in Schedule A attached hereto (the "MARK");

WHEREAS, ASSIGNEE desires to acquire the MARK; and

WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, or portion thereof to which the MARK pertains, and that business is existing and ongoing.

NOW THEREFORE, for valuable and lawful consideration, the receipt and legal sufficiency of which from ASSIGNEE is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby assign to ASSIGNEE, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the MARK together with the goodwill of the business symbolized by the MARK and the U.S. trademark registration therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

ASSIGNOR agrees to execute such further papers and do such other acts as may be necessary and proper to vest full title in and to the MARK in ASSIGNEE or which may be necessary to obtain, renew, issue or enforce the MARK.

The United States Patent and Trademark Office is authorized to issue a registration certificate for the MARK to ASSIGNEE in accordance with this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement and which together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

(ASSIGNOR)
HEALTH DIRECT, LLC

Date: 9/12/06

By: 

Name: Jim Caras

Title: CEO

SCHEDULE A

Mark
HEALTH DIRECT

Registration Number
2,372,924

Registration Date
August 1, 2000