

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 09/22/2006 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------|
| Medical Institute for Weight Loss, Inc. | | 02/12/2007 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------|
| Name: | Vital Pharmaceuticals, Inc. |
| Street Address: | 15751 SW 41st Street |
| Internal Address: | Suite 300 |
| City: | Davie |
| State/Country: | FLORIDA |
| Postal Code: | 33331 |
| Entity Type: | CORPORATION: FLORIDA |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1987100 | DIETEC |
| Registration Number: | 2004476 | DIETEC |

CORRESPONDENCE DATA

Fax Number: (305)358-3309
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 305-3585001
 Email: smarsillo@FeldmanGale.com, melias@FeldmanGale.com
 Correspondent Name: Feldman Gale, P.A.
 Address Line 1: 201 S. Biscayne Blvd., Suite 1920
 Address Line 4: Miami, FLORIDA 33131

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | VPX/DIETEC/TTAB |
|-------------------------|-----------------|

CH \$65.00 1987100

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|---|----------------|
| NAME OF SUBMITTER: | Susan Marsillo |
| Signature: | /sm/ |
| Date: | 02/23/2007 |
| Total Attachments: 4 source=Assignment Executed Nun Pro Tunc#page1.tif source=Assignment Executed Nun Pro Tunc#page2.tif source=Assignment Executed Nun Pro Tunc#page3.tif source=Assignment Executed Nun Pro Tunc#page4.tif | |

NUNC PRO TUNC ASSIGNMENT OF SERVICE MARK AND TRADEMARK

This Nunc Pro Tunc Assignment of Service Mark and Trademark (hereinafter referred to as this "Assignment") by Medical Institute for Weight Loss, Inc., a Florida corporation, having its principal place of business at 2999 N.E. 191st Street, Suite 705, Aventura, Florida 33139 (hereinafter referred to as "Assignor") to Vital Pharmaceuticals, Inc., a Florida corporation, having its principal place of business at 15751 S. W. 41st Street, Suite 300, Davie, Florida 33331 (hereinafter referred to as "Assignee"), is effective *nunc pro tunc* as of September 22, 2006 (the "Effective Date").

WHEREAS, Assignor owns all rights, title, and interest in and to the service mark and trademark listed in Exhibit "A," including, without limitation, all common law and statutory rights and associated U.S. trademark registrations therefor, together with the goodwill of the business symbolized by and associated with the service mark and trademark (hereinafter collectively referred to as "the Marks");

WHEREAS, Assignor desires to convey to Assignee all of Assignor's rights, title and interest in and to the Marks, including, without limitation, all common law and statutory rights and associated U.S. trademark registrations therefor, together with the goodwill of the business symbolized by and associated with the Marks;

WHEREAS, Assignee desires to obtain from Assignor all of Assignor's right, title and interest in and to the Marks, including, without limitation, all common law and statutory rights and associated U.S. trademark registrations therefor, together with the goodwill of the business symbolized by and associated with the Marks; and

WHEREAS, Assignee accepts the assignment of the Marks as aforesaid.

NOW, THEREFORE, to all whom it may concern, be it known that Assignor for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it paid by the said Assignee, receipt and sufficiency of which are hereby acknowledged, has sold, granted, assigned, transferred and set over, and by these presents does hereby sell, grant, assign, transfer and set over to the said Assignee, its successors and assigns, its entire right, title and interest in and to the said Marks, including, without limitation, all common law and statutory rights and associated U.S. trademark registrations therefor, together with the goodwill of the business symbolized by and associated with the Marks and all convention and treaty rights of all kinds in all countries throughout the world, as applicable, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for any past or present infringements, said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made.

Assignor warrants that there has been no abandonment by Assignor of any of the Marks from the date of first use to the date of this Assignment and that each of the Marks are in current use.

Assignor further warrants that there are no known prior, pending or active licenses for the Marks.

Assignor further warrants that there are no known foreign registrations or assignments for the Marks. Assignor covenants and agrees to execute and deliver to Assignee any and all additional papers that may reasonably be requested by Assignee and do any further act as may reasonably be required by Assignee for the purpose of implementing the terms of this Assignment, without further charge, cost or expense to Assignee.

Assignee accepts this Assignment of the Marks and the goodwill of the business symbolized by and associated with the Marks and shall be responsible for the recordation of this Assignment with the United States Patent and Trademark Office.

This Assignment is executed by the Assignor and Assignee on the date indicated above their respective signatures, but is effective as of the Effective Date first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON NEXT PAGE.]**

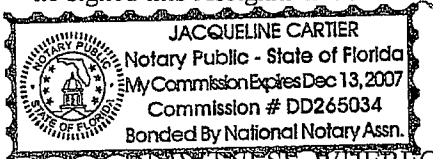
IN WITNESS WHEREOF, Medical Institute for Weight Loss, Inc., a Florida corporation, has caused these presents to be executed by a duly authorized officer this _____ day of _____, 2007.

ASSIGNOR: Medical Institute for Weight Loss, Inc.,
a Florida corporation

By: [Signature]
Print Name: RICHARD S. ROSE
Title: PRAC

STATE OF FLORIDA)
COUNTY OF DADE) S.S.:

On this 12 day of FEBRUARY, 2007, personally appeared before me Richard S. Rose, to me personally known, who being by me duly sworn, deposes and says: that he is _____ of Medical Institute for Weight Loss, Inc., a Florida corporation; that the execution and delivery of this Assignment was authorized by said corporation; and that he signed this Assignment as a free act on behalf of said corporation.



[Signature]
Notary Public

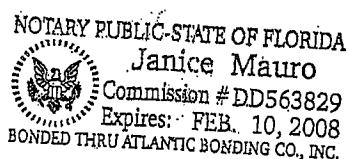
IN WITNESS WHEREOF, Vital Pharmaceuticals, Inc., a Florida corporation, has caused these presents to be executed by a duly authorized officer this 16 day of FEB, 2007.

ASSIGNEE: Vital Pharmaceuticals, Inc.,
a Florida corporation

By: [Signature]
John Owoc, President

STATE OF FLORIDA)
COUNTY OF BROWARD) S.S.:

On this 16 day of February, 2007, personally appeared before me John Owoc, to me personally known, who being by me duly sworn, deposes and says: that he is President of Vital Pharmaceuticals, Inc., a Florida corporation; that the execution and delivery of this Assignment was authorized by said corporation; and that he signed this Assignment as a free act on behalf of said corporation.



[Signature]
Notary Public

Exhibit "A"

I. Service Mark:

DIETEC®

II. Trademark:

DIETEC®

III. United States Service Mark/Trademark Registration Numbers:

| Mark | U. S. Reg. No. | U. S. Reg. Date | International Class(es) | Goods and Services |
|---------|----------------|-----------------|-------------------------|--|
| DIETEC® | 1,987,100 | July 16, 1996 | 042 | Weight loss programs, namely planning, medical supervision, consultation, and counseling services. |
| DIETEC® | 2,004,476 | October 1, 1996 | 005 and 016 | Prescription medication for weight control and weight loss; Manuals relating to weight loss and bariatric medicine. |

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