

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Body Wise International, Inc.		06/22/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Body Wise International, LLC
Street Address:	2802 Dow Avenue
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92780
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2463860	OXY-G2

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-760-0404
 Email: efilings@kmob.com
 Correspondent Name: Knobbe, Martens, Olson & Bear, LLP
 Address Line 1: 2040 Main Street, Fourteenth Floor
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	BWI.139T
NAME OF SUBMITTER:	Elenore Niu
Signature:	/Elenore Niu/

CH \$40.00 2463860

Date:

06/25/2007

Total Attachments: 6

source=TM ASSIGNMENT#page1.tif

source=TM ASSIGNMENT#page2.tif

source=TM ASSIGNMENT#page3.tif

source=TM ASSIGNMENT#page4.tif

source=TM ASSIGNMENT#page5.tif

source=TM ASSIGNMENT#page6.tif

CONFIRMATION OF TRADEMARK ASSIGNMENT

This Confirmation of Trademark Assignment (hereinafter referred to as "Assignment") is effective as of June 30, 2004, by and between Body Wise International, Inc., a Nevada corporation having a place of business at 2802 Dow Avenue, Tustin, California 92780 (hereinafter referred to as "ASSIGNOR"), and Body Wise International, LLC, a Delaware limited liability company having a place of business at 2802 Dow Avenue, Tustin, California 92780 (hereinafter referred to as "ASSIGNEE").

WHEREAS, prior to June 30, 2004 ASSIGNOR had adopted, used, was using, and was, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, prior to June 30, 2004 ASSIGNOR had acquired goodwill associated with and symbolized by said Trademarks and had not abandoned the same;

WHEREAS, prior to June 30, 2004 ASSIGNOR was the owner of the worldwide trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by this reference (hereinafter collectively referred to as "Registrations"); and

WHEREAS, on June 30, 2004 ASSIGNOR assigned to ASSIGNEE all rights, title, and interest that ASSIGNOR possessed in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms that it has assigned and sold to ASSIGNEE all rights, title, and interest that ASSIGNOR possessed in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees; and
- (4) ASSIGNOR'S business relating to the foregoing trademarks;

together with the goodwill throughout the world symbolized by said Trademarks, Registrations and Applications, and any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees, together with any rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to prosecute any claims of infringement or any other causes of action concerning the Trademarks, Registrations and Applications, including the right to prosecute any claims that might have arisen prior to the date of this Assignment, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

[SIGNATURE PAGES FOLLOW]

Executed at Tustin, California, this 22 day of June, 2005.

BODY WISE INTERNATIONAL, INC.
a Nevada corporation

By: Thomas T Tierney

Name: THOMAS T TIERNEY

Title: PRESIDENT

STATE OF) California
COUNTY OF) ss. orange

On June 22, 2005 before me, Mary N Peters, personally appeared Thomas T. Tierney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Mary N Peters
Signature

Witnessed:

By: Carol J Summo

Name: CAROL J Summo

Title: ADMIN MANAGER

Address: 2832 Dow Ave
TUSTIN CA 92780

Witnessed:

By: Arborette Clabb

Name: Arborette Clabb

Title: CEO

Address: 2832 Dow Ave, Tustin

Executed at Tustin, California, this 22 day of June, 2005.

BODY WISE INTERNATIONAL, LLC
a Delaware limited liability company

By: W. Farley

Name: William Farley

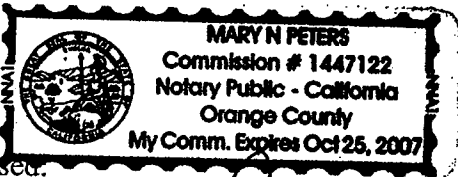
Title: CEO

STATE OF) California
COUNTY OF) ss. Orange

On June 22, 2007 before me, Mary N Peters, personally appeared William Farley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Mary N Peters
Signature

Witnessed:

By: Martin Pejar

Name: Martin Pejar

Title: Director

Address: 2802 Dow Ave.; Tustin, CA 92780

Witnessed:

By: David S. Wilson

Name: David S. Wilson

Title: Asst. Director

Address: 2802 Dow Ave.; Tustin, CA 92780

DATE 11/1

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks:




ABC EATING PLAN
A COMPANY FOR LIFE
AG-IMMUNE
ALLERWISE
ALLER WISE
BEAUTANICALS
BETA C
BODY TALK
BODY WISDOM
BODY WISE



BODYWISE
Cardio Wise
ELECTRO ALOE
ENHANCE RX
ESTRENOL
FEMALE ADVANTAGE
FIDO VITES
GLUCOMINE
MALE ADVANTAGE
MEMX2
NK-IMMUNE
NK IMMUNE
NUTRAVANTAGE
OMEGA COMPLETE
OXY-G2
PRO PURE
RELIEF
RESHAPE FORMULA
RESHAPE SYSTEM
RIGHT CHOICE
SUPER CELL
SUPER SHAPE
THERMO WISE
WOMEN'S SOLUTIONS
WORKOUT FORMULA

SCHEDULE B


U.S. Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
A COMPANY FOR LIFE	1,966,509	04/09/96	41
AG-IMMUNE	2,632,718	10/08/02	5
ALLERWISE	2,602,792	07/30/02	5
BEAUTANICALS	2,394,361	10/10/00	3
BETA C	1,809,891	12/07/93	5
BODY TALK	1,825,109	03/08/94	16
BODY WISDOM	2,279,275	09/21/99	3, 5, 35, 42
BODY WISE	1,999,998	09/10/96	41
BODY WISE	1,999,999	09/10/96	30
BODY WISE	2,000,001	09/10/96	25
BODY WISE	2,364,413	07/04/00	5
BODY WISE	2,370,842	07/25/00	9
BODY WISE	2,410,251	12/05/00	16
BODY WISE	2,602,219	07/30/02	3
	2,130,225	01/20/98	5, 16
	2,116,152	11/25/97	41
	2,481,389	08/28/01	5
BODYWISE	2,508,995	11/20/01	41, 42
Cardio Wise	1,586,452	03/13/90	5
ELECTRO ALOE	1,786,437	08/10/93	5
FEMALE ADVANTAGE	2,377,312	08/15/00	5
FIDO VITES	2,357,505	06/13/00	5
GLUCOMINE	2,422,883	01/23/01	5
MALE ADVANTAGE	2,360,025	06/20/00	5
MEMX2	2,621,757	09/17/02	5
NK-IMMUNE	2,867,287	07/27/04	5
NUTRAVANTAGE	2,350,803	05/16/00	5
OMEGA COMPLETE	2,617,309	09/10/02	5
OXY-G2	2,463,860	06/26/01	5
RELIEF	2,616,791	09/10/02	5
RESHAPE FORMULA	1,749,801	02/02/93	5
RESHAPE SYSTEM	2,345,714	04/25/00	5
RIGHT CHOICE	1,583,276	2/20/90	5
SUPER CELL	2,343,737	04/18/00	5
THERMO WISE	2,725,708	06/10/03	5
WORKOUT FORMULA	2,537,609	02/12/02	5

U.S. Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
ABC EATING PLAN	78/394,769	04/01/04	41
ENHANCE RX	78/078,214	08/08/01	5
ESTRENOL	78/246,975	05/07/03	5
NATURE'S RHYTHM	78/439,588	06/22/04	5
PRO PURE	78/253,438	05/22/03	3
SUPER SHAPE	78/387,882	03/19/04	5
WOMEN'S SOLUTIONS	78/250,430	05/15/03	3, 5

Foreign Trademark Registrations/Applications:

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./APP. NO.</u>	<u>REG./ FILING DATE</u>	<u>INTL. CLASS</u>
BODY WISE	Austria	162495	02/13/96	5, 25, 30
BODY WISE	Australia	B508122	08/05/91	5
BODY WISE	Benelux	584417	10/01/96	5, 25, 30
BODY WISE	Brazil	822324105	12/28/99	5
	Brazil	822324075	12/28/99	5
RIGHT CHOICE	Brazil	822324091	12/28/99	5
ALLER WISE	Canada	TMA606852	04/01/04	5
BODY WISE	Canada	424449	03/04/94	5
ENHANCE RX	Canada	1128717	01/22/02	5
ESTRENOL	Canada	1199357	12/10/03	5
NK-IMMUE	Canada	1139142	04/29/02	5
WOMEN'S SOLUTIONS	Canada	1195314	10/29/03	3, 5
BODY WISE	China	3906721	02/10/04	3
BODY WISE	China	3906722	02/10/04	5
ALLER WISE	European Community	2534238	03/24/04	5
NK IMMUNE	European Community	2677011	09/03/03	5, 29 30
BODY WISE	France	95592256	10/13/95	5, 25, 30
BODY WISE	Germany	39541338	05/14/96	5, 25, 30
BODY WISE	Indonesia	527558	08/27/92	5
BODY WISE	Italy	718553	07/17/97	5, 25, 30
BODY WISE	Japan	2385767	02/28/92	5
BODY WISE	Japan	2410288	05/29/92	30
BODY WISE	Japan	2556715	07/30/93	29, 30, 31, 32
WOMEN'S SOLUTIONS	Japan	4796187	08/20/04	3, 5
BODY WISE	Korea	294312	07/22/94	5
BODY WISE	Mexico	684995	10/28/04	5
BODY WISE	Mexico	684996	10/28/04	30
BODY WISE	New Zealand	B193540	11/09/92	30
BODY WISE	Portugal	264546	09/15/92	5
BODY WISE	Russia	132955	09/29/95	5
BODY WISE	South Africa	9502675	11/11/97	5
BODY WISE	South Africa	9502676	11/11/97	41
AG-IMMUNE	Vietnam	53900	04/27/04	5
BODY WISE	Vietnam	10178	11/23/93	30
RIGHT CHOICE	Vietnam	10179	11/23/93	30

1284863_1 // 030205