

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
FDC Vitamins, Inc.		01/19/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	FDC Vitamins, LLC
Street Address:	4051 NW 26 Street
City:	Miamia
State/Country:	FLORIDA
Postal Code:	33142
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1911008	FDC
Registration Number:	0888946	F.D.C.
Registration Number:	1640092	FDC
Registration Number:	1524067	FDC
Registration Number:	1525646	FDC
Registration Number:	1524145	FDC
Registration Number:	1539749	NATIONAL BRAND FDC BRAND
Registration Number:	2039229	SUNBERRY

CORRESPONDENCE DATA	
Fax Number:	(202)955-5564
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 419-2405
Email:	anthony.masiello@hklaw.com
Correspondent Name:	Anthony R. Masiello
Address Line 1:	2099 Pennsylvania Avenue, N.W.

OP \$215.00 1911008

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:

110086.00003

NAME OF SUBMITTER:

Anthony R. Masiello

Signature:

/anthony masiello/

Date:

08/24/2007

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is executed and delivered as of this 19th day of January, 2007 ("Effective Date") by FDC Vitamins, Inc., a Florida corporation ("Assignor"), to and in favor of FDC Vitamins, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Purchase Agreement dated December 28, 2006 (the "Purchase Agreement," all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Intellectual Property Assets, as described further on Schedule A attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the Purchase Price (as such term is defined in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property Assets as described further on Schedule A attached hereto, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, and with respect to the name, all fictional business names, registered and unregistered trademarks, service marks and applications (collectively, "Marks"), together with the goodwill of the business symbolized by and associated with the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property Assets, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Intellectual Property Assets.

Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (ii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitations, the execution and delivery of any and all affidavits, declarations,

oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property Assets and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Notwithstanding the foregoing, Assignee agrees that it shall be responsible for taking all necessary actions associated and in connection with the transfer of the Intellectual Property Assets; except that, Assignee shall not be required to expend any sums with respect thereto.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Seller) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to, and in accordance with, the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

All notices and other communications required or permitted hereunder will be made in accordance with the Purchase Agreement. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.


The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Any controversy or claim arising out of or relating to this Assignment or any related agreement will be settled in accordance with Section 10.10 of the Purchase Agreement.

* * * * *

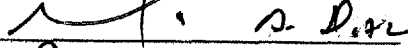
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

FDC VITAMINS, INC., a Florida corporation

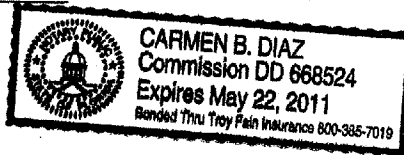
By: 
Name: Manuel Pico
Title: VICE-PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 19th day of January, 2007 by Manuel Pico, as the Vice President of FDC VITAMINS, INC., a Florida corporation. (He is personally) known to me or has produced _____ as identification.

Notary: 
Print Name: CARMEN B. DIAZ

[NOTARIAL SEAL]
Notary Public, State of FL
My commission expires:



SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Trademarks Within the United States

1. FDC – Registration Number 1,911,008 (for nail grooming products, etc.), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between August 15, 2014 and August 15, 2015
2. F.D.C. – Registration Number 0,888,946 (for vitamins and dietary supplements and aspirin), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between April 7, 2009 and April 7, 2010.
3. FDC - Registration Number 1,640,092 (for dental floss, buffered aspirin, antacid, etc.), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between April 9, 2010 and April 9, 2011.
4. FDC ALL-26 Logo - Registration Number 1,524,067 (for vitamins and mineral supplements), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 21, 2008 and February 21, 2009.
5. FDC - Registration Number 1,524,067 (for color print film), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 14, 2008 and February 14, 2009.
6. FDC - Registration Number 1,525,646 (for plastic trash bags and tall kitchen bags), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 21, 2008 and February 21, 2009.
7. FDC and Corn Stalk Logo - Registration Number 1,524,145 (for vitamins and mineral supplements), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 14, 2008 and February 14, 2009.
8. NATIONAL BRAND FDC BRAND Logo - Registration Number 1,539,749 (for retail sale services in the field of pharmaceuticals), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between May 16, 2008 and May 16, 2009.
9. SUNBERRY and Design (a logo) - Registration Number 2,039,229, owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 18, 2006 and February 18, 2007.

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Trademarks Outside the United States

Country	Trademark	In Process
Argentina	FDC, FEDCO	
Aruba	FDC, FEDCO	
Bahamas	FDC	
Bolivia	FDC, FEDCO	
Brazil	FDC, FEDCO	
Canada	FDC	
Chile	FDC	
Colombia	FDC	
Costa Rica	FDC	
	FDC	
Dominican Republic		
Ecuador	FDC	
El Salvador	FDC	
European Community	FDC	
Guatemala	FDC	
Haiti	FDC	
Honduras	FDC	
Jamaica	FDC	
Mexico	FDC, FEDCO	
Nicaragua	FDC, FEDCO	
Panama	FDC	
Paraguay	FDC	
Peru	FDC	
Puerto Rico	FDC	
Venezuela	FDC, FEDCO	