

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/25/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MONARCH HEALTH SCIENCES, INC.		10/25/2007	CORPORATION: UTAH

**RECEIVING PARTY DATA**

Name:	MONA VIE, INC.
Street Address:	10757 River Front Pkwy, Ste. 110
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84095
Entity Type:	CORPORATION: UTAH

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3274193	AWAKENING CLEANSE
Registration Number:	3034690	FUDGE A LITTLE LOSE A LOT
Registration Number:	3049073	GIVING FLIGHT TO DREAMS
Registration Number:	3106146	M MONA-VIE
Registration Number:	3111333	MONA·VIE
Registration Number:	3111332	MONA·VIE ACTIVE
Registration Number:	3106147	MONA-VIE
Registration Number:	3049075	MONARCH HEALTH SCIENCES GIVING FLIGHT TO DREAMS
Serial Number:	78788198	DRINK IT. FEEL IT. SHARE IT.
Serial Number:	78526279	M
Serial Number:	78808788	MONA-FLEX
Serial Number:	78808774	MONAFLEX

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Serial Number:	78526295	DRINK LIFE
Serial Number:	78526287	MONA-VIE CHEWS
Serial Number:	78526274	"DRINK LIFE"
Serial Number:	78436353	MONARCH FOREVER FIT
Serial Number:	78436326	MONARCH HEALTH SCIENCES
Serial Number:	78436337	MVP HEALTH CLUB

**CORRESPONDENCE DATA**

Fax Number: (801)531-1929  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 801-994-4646  
Email: amy@kmiplaw.com  
Correspondent Name: David J. McKenzie  
Address Line 1: 8 East Broadway  
Address Line 2: Suite 600  
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	2470
NAME OF SUBMITTER:	David J. McKenzie
Signature:	/David J. McKenzie/
Date:	02/13/2008

**Total Attachments: 10**  
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**ARTICLES OF MERGER**  
**OF**  
**MONARCH HEALTH SCIENCES, INC., A UTAH CORPORATION**  
**INTO**  
**MONAVIE, INC., A UTAH CORPORATION**  
**(MERGER OF PARENT INTO SUBSIDIARY)**

RECEIVED

OCT 25 2007

Utah Div. Of Corp. & Comm. Code



Monarch Health Sciences, Inc., a Utah corporation, acting pursuant to UTAH CODE ANN. §§ 16-10a-1104 and 1105, hereby files the following **Articles of Merger**:

1. Names of Constituent Corporations. The name and state of incorporation of each of the constituent corporations to this merger (the "**Constituent Corporations**") are as follows, with MonaVie, Inc. being the Surviving Corporation:

Name	State of Incorporation	State Entity No.	Referred to herein as
Mona Vie, Inc.	Utah	5873761-0142	the " <b>Surviving Corporation</b> "
Monarch Health Sciences, Inc.	Utah	5371356-0142	the " <b>Parent</b> "

The Parent owns more than 99% of the outstanding shares of the sole class (Common Stock) of the Surviving Corporation. The name of the Surviving Corporation has not been changed as a result of the merger.

2. Plan of Merger. An Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of October 13, 2007, by and between the Parent and the Surviving Corporation has been approved by the Board of Directors and the Shareholders of both the Parent and the Surviving Corporation. Pursuant to the terms of the Merger Agreement, at 11:00 p.m. on the day these Articles of Merger are filed with the State of Utah (the "**Effective Time**") all of the following shall occur:

(a) The Parent shall merge with and into the Surviving Corporation and the separate existence of the Parent shall thereupon cease and the Surviving Corporation shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Utah.

(b) The Certificate of Incorporation and bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Incorporation and bylaws of the Surviving Corporation.

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(c) The directors and officers of the Parent in office at the Effective Time shall become the directors and officers of the Surviving corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Certificate of Incorporation and bylaws of the surviving corporation and the Utah Revised Business Corporation Act, until his or her successor is duly elected or appointed and qualified.

(d) Each share of the Parent's Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into 2.4571860 validly issued, fully paid and nonassessable shares of the Surviving Corporation's Common Stock, par value \$.01 per share.

(e) Each share of the Parent's Series A Preferred Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 2.4571860 validly issued, fully paid and nonassessable shares of the Surviving Corporation's Common Stock, par value \$.01 per share.

(f) Each option to purchase shares of the Parent's Common Stock outstanding immediately prior to the Effective Time shall, be converted into and become an option to purchase, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock, which is equal to the number of shares of the Parent's Common Stock, par value \$.01 per share, that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Time multiplied by 2.4571860 (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be proportionately reduced so that the aggregate exercise price for all shares of a given option shall remain the same as immediately before the Effective Time.

(g) Each share of the Surviving Corporation's Common Stock that was held by the Parent and that was issued and outstanding immediately prior to the Effective Time of the Merger shall be canceled.

(h) Each shareholder of the Surviving Corporation, other than the Parent, whose shares were outstanding immediately before the Merger will hold the same number of shares, with identical designations, preferences, limitations, and relative rights, immediately after the Merger.

(i) All of the assets of the Parent are transferred to the Surviving Corporation.

3. Shareholder Approval by Parent. Pursuant to Utah Code Ann. §16-10a-1104, the designation and number of outstanding shares of each class and series, and the number of votes entitled to be cast by each voting group of the Parent entitled to vote separately on the plan of merger are as follows:

Monarch Health Sciences, Inc.:

(i) **Series A Preferred Stock:**

- \* Shares Outstanding: 1,868,331
- \* Entitled to vote as a class.
- \* 1,060,888 shares (representing 56.8% of the total shares of Series A Preferred Stock outstanding) were voted for the plan of merger.
- \* No shares were voted against the plan of merger.
- \* The number of votes cast for the plan by this Series A Preferred Stock voting group was sufficient for approval by this Series A Preferred Stock voting group.

(ii) **Common Stock:**

- \* Shares Outstanding: 7,195,000
- \* Entitled to vote as a class.
- \* 6,245,500 shares (representing 86.8% of the total shares of Common Stock outstanding) were voted for the plan of merger.
- \* No shares were voted against the plan of merger.
- \* The number of votes cast for the plan by this Common Stock voting group was sufficient for approval by this Common Stock voting group.

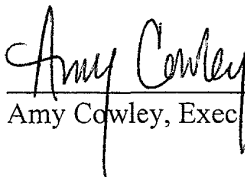
Mona Vie, Inc.:

**Common Stock:**

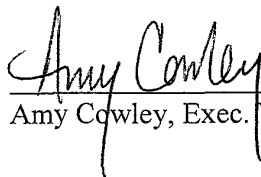
- \* Shares Outstanding: 22,001,500
- \* Entitled to vote as a class.
- \* 22,000,000 shares (representing 99.99% of the total shares of Common Stock outstanding) were voted for the plan of merger.
- \* No shares were voted against the plan of merger.
- \* The number of votes cast for the plan was sufficient for approval.

DATED this 25 day of October, 2007.

**MonaVie, Inc.**

  
\_\_\_\_\_  
Amy Cowley, Exec Vice President

**Monarch Health Sciences, Inc.**

  
\_\_\_\_\_  
Amy Cowley, Exec. Vice President

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Merger Agreement”) is made as of this 13th day of October, 2007, by and among Monarch Health Sciences, Inc., a Utah corporation (the “Parent” or “Monarch”), and Mona Vie, Inc., a Utah corporation (the “Surviving Corporation”).

### RECITALS:

WHEREAS, the Parent is a corporation organized and existing under the laws of the State of Utah; and

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Utah and is a 99.99% owned subsidiary of the Parent; and

WHEREAS, the parties hereto desire that the Parent merge with and into the Surviving Corporation and that the Surviving Corporation shall continue as the surviving corporation in such merger, which is intended to qualify as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Utah (the “Merger”).

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, the parties agree as follows:

### ARTICLE I DEFINITIONS

For all purposes of this Agreement, the following terms have the respective meanings indicated:

Effective Time of the Merger means the date and time articles of merger are filed with the Utah Division of Corporations and Commercial Code. It is anticipated that the articles of merger will be filed approximately ten days following the date of this Agreement.

Exchange Agent means the Surviving Corporation.

Merger means the merger of the Parent into the Surviving Corporation under the terms of this Merger Agreement.

Merger Agreement means this Merger Agreement.

Monarch means Monarch Health Sciences, Inc., a Utah corporation.

Parent means Monarch Health Sciences, Inc., a Utah corporation.

Parent's Common Stock means the common stock of Monarch, par value \$.01 per share.

Parent's Series A Preferred Stock means the Series A Preferred Stock of Monarch, par value \$.01 per share.

Record Date means October 8, 2007.

Surviving Corporation means Mona Vie, Inc., a Utah corporation.

Surviving Corporation's Common Stock means the common stock of Mona Vie, Inc., par value \$.01 per share.

URBCA means the Utah Revised Business Corporation Act.

## ARTICLE II PRINCIPAL TERMS OF THE MERGER

Section 2.1 Merger of Parent into Surviving Corporation. At the Effective Time of the Merger, the Parent shall merge with and into the Surviving Corporation in accordance with the URBCA. The separate existence of the Parent shall thereupon cease and the Surviving Corporation shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Utah.

Section 2.2 Effective Time of the Merger. The Merger shall become effective as of the Effective Time of the Merger.

Section 2.3 Effects of the Merger. At the Effective Time of the Merger, the Merger shall have the effects specified in the URBCA and this Merger Agreement.

Section 2.4 Certificate of Incorporation and Bylaws. At the Effective Time of the Merger, the Certificate of Incorporation and bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time of the Merger, shall continue as the Certificate of Incorporation and bylaws of the Surviving Corporation.

Section 2.5 Directors and Officers. At the Effective Time of the Merger, the directors and officers of the Parent in office at the Effective Time of the Merger shall become the directors and officers of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Certificate of Incorporation and bylaws of the Surviving Corporation and the URBCA, until his or her successor is duly elected or appointed and qualified.

Section 2.6 Information Statement. The parties shall provide to the shareholders of Parent and the shareholders of the Surviving Corporation an information statement providing a description of the Merger and certain other disclosures.

Section 2.7 Shareholders' Dissenters Rights. The Shareholders of the Parent and the Surviving Corporation are entitled to dissenters' rights under Utah Code Annotated 16-10a-1301 et. seq. of the URBCA. Option holders are not shareholders for purposes of Dissenters' Rights.

Section 2.8 Securities Law Exemptions. In effecting the Merger, the parties are relying upon statutory exemptions available under:

- (a) Section 4(2) of the Securities Act of 1933;
- (b) UTAH CODE ANN. § 61-1-14(2)(a) ("any isolated transaction), (j) ("any transaction pursuant to an offer by an issuer of its securities to its existing securities holders"), and (n) ("any transactions not involving a public offering"); and
- (c) similar exemptions available under the securities laws of the various states other than Utah in which shareholders of the Parent may reside.

Section 2.9 S Corporation Election. The parties intend to elect S corporation status for the Surviving Corporation under Section 1362 of the Internal Revenue Code (1986, as amended), as of the Effective Time or as soon thereafter as possible. The parties will request that each shareholder of the Surviving Corporation execute an undertaking wherein the shareholder covenants not to effect any stock transfer to an ineligible S corporation shareholder.

### ARTICLE III CONVERSION AND EXCHANGE OF STOCK

Section 3.1 Conversion. At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously:

- (a) Each share of the Parent's Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become 2.4287 validly issued, fully paid and nonassessable shares of the Surviving Corporation's Common Stock; PROVIDED, HOWEVER, THAT this conversion ratio is based upon the outstanding shares of Parent's Common Stock as of the Record Date in relation to the 22 million shares of shares of the Surviving Corporation's Common Stock owned by the Parent ( $22,000,000/9,058,331 = 2.4287$ ). If the Parent purchases and redeems shares of its Common Stock or Series A Preferred Stock between the date of this Agreement and the Effective Time of the Merger, the conversion ratio shall be recalculated and increased according to the foregoing formula. Resulting fractional shares of the Surviving



Corporation's Common Stock shall be rounded up if greater than .5 or cancelled if less than .5.

(b) Each share of the Parent's Series A Preferred Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become 2.4287 (subject to recalculation as provided in Section 3.1(a) above) validly issued, fully paid and nonassessable shares of the Surviving Corporation's Common Stock. Resulting fractional shares of the Surviving Corporation's Common Stock shall be rounded up if greater than .5 or cancelled if less than .5.

(c) Each option to purchase shares of the Parent's Common Stock outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase, upon the same terms and conditions, the number of shares of the Surviving Corporation's Common Stock, which is equal to 2.4287 (subject to recalculation as provided in Section 3.1(a) above) times the number of shares of the Parent's Common Stock that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Time of the Merger (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be proportionately reduced so that the aggregate exercise price for all shares of a given option shall remain the same as immediately before the Effective Time of the Merger. The Monarch Health Sciences, Inc. 2003 Equity Incentive Plan, dated October 14, 2003, shall, by virtue of the Merger, become the plan of the Surviving Corporation. Resulting fractional shares shall be rounded up if greater than .5 or cancelled if less than .5.

(d) Each share of the Surviving Corporation's Common Stock that was held by the Parent and that was issued and outstanding immediately prior to the Effective Time of the Merger shall be canceled.

(e) Each shareholder of the Surviving Corporation, other than the Parent, whose shares were outstanding immediately before the Merger will hold the same number of shares, with identical designations, preferences, limitations, and relative rights, immediately after the Merger.

(f) All of the assets of the Parent are transferred to the Surviving Corporation.

### Section 3.2 Certificates and Ownership.

(a) After the Effective Time of the Merger, each certificate theretofore representing issued and outstanding shares of the Parent's Common Stock shall represent the same number of issued and outstanding shares of the Surviving Corporation's Common Stock.

(b) At any time on or after the Effective Time of the Merger, each holder of an outstanding certificate theretofore representing the Parent's Common Stock will be requested to surrender such certificate to the Exchange Agent. As soon as practicable after the surrender to the Exchange Agent of any certificate which prior to the Merger represented shares of the Parent's Common Stock, together with a duly executed transmittal letter and any other documents as the Exchange Agent may specify, the Exchange Agent shall deliver to the holder certificates registered in the name of such holder representing the number of full shares of the Surviving Corporation's Common Stock to which the holder is entitled under Section 3.1 above.

(c) At any time on or after the Effective Time of the Merger, each holder of an outstanding certificate theretofore representing the Parent's Series A Preferred Stock will be requested to surrender such certificate to the Exchange Agent. As soon as practicable after the surrender to the Exchange Agent of any certificate which prior to the Merger represented shares of the Parent's Series A Preferred Stock, together with a duly executed transmittal letter and any other documents as the Exchange Agent may specify, the Exchange Agent shall deliver to the holder certificates or evidence that the ownership has been registered in the name of such holder representing the number of full shares of the Surviving Corporation's Common Stock to which the holder is entitled under Section 3.1 above.

#### ARTICLE IV EMPLOYEE BENEFIT AND INCENTIVE COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan, incentive compensation plan and other similar plans to which the Parent is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan, incentive compensation plan or other similar plan of the Parent provides for the issuance or purchase of, or otherwise relates to, the Parent's Common Stock, after the Effective Time of the Merger such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the Surviving Corporation's Common Stock.

#### ARTICLE V CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

Section 5.1 Parent Approval. This Merger Agreement and the Merger shall have been adopted and approved by the affirmative vote of (i) the Board of Directors of the Parent; and (ii) a majority of each class of capital stock of the Parent entitled to vote on the Record Date, which is the date fixed for determining the shareholders of the Parent entitled to vote thereon.

Section 5.2 Surviving Corporation and Monavie Approval. This Merger Agreement and the Merger shall have been adopted and approved by the Board of Directors of the Surviving Corporation.

Section 5.3 Third Party Consents. The Parent shall have received all required consents to and approvals of the Merger.

## ARTICLE VI MISCELLANEOUS

Section 6.1 Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of the Parent and the Surviving Corporation; *provided, however,* that this Merger Agreement may not be amended after it has been approved by the shareholders of the Parent in any manner which, in the judgment of the Board of Directors of the Parent, would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

Section 6.2 Termination. This Merger Agreement may be terminated or abandoned by the parties hereto at any time prior to the filing of the articles of merger notwithstanding approval of this Merger Agreement by the shareholders of either or both of the Parent or the Surviving Corporation.

Section 6.3 Necessary Actions. If at any date after the Effective Time of the Merger, the Surviving Corporation shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to any property or rights of the Parent or of the Surviving Corporation, the Parent and the Surviving Corporation and their officers and directors at the Effective Time of the Merger shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Parent or otherwise to take any and all such action.

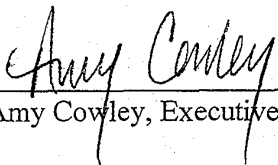
Section 6.4 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

Section 6.5 Descriptive Headings. The descriptive headings are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Merger Agreement.

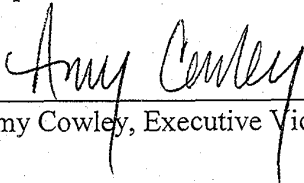
Section 6.6 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned officers of each of the parties to this Merger Agreement, pursuant to authority duly given by their respective boards of directors, have caused this Merger Agreement to be duly executed on the date set forth above.

**Monarch Health Sciences, Inc.,**  
a Utah corporation

By:   
Amy Cowley, Executive Vice President

**Mona Vie, Inc.,**  
a Utah corporation

By:   
Amy Cowley, Executive Vice President