

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
Garden of Life, Inc.		02/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Empowering Health, LLC		
Street Address:	550 North Village Blvd., Suite 200		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33407		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77172331	ACID BALANCE	
Serial Number:	77170966	EMPOWERING HEALTH	
Serial Number:	77170857	PROBIOFIT	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-239-0100		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Andrea J. Mealey		
Address Line 1:	111 Huntington Ave.		
Address Line 4:	Boston, MASSACHUSETTS 02119		
ATTORNEY DOCKET NUMBER:	49446.68364		
NAME OF SUBMITTER:	Andrea J. Mealey		
Signature:	/Andrea J Mealey/		

CH \$90.00 77172331

Date:

02/15/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), effective this 14th day of February 2008, is made and entered into by and between Garden of Life, Inc., a Delaware corporation with its principal business address at 550 North Village Blvd., Suite 200, West Palm Beach, Florida 33407 (“Assignor”), and Empowering Health, LLC, a Delaware limited liability company with its principal business address at 550 North Village Blvd., Suite 200, West Palm Beach, Florida 33407 (“Assignee”) (each a “party” and collectively, the “parties”).

WHEREAS, Assignor is an owner of the trademark applications set forth on Schedule A hereto (the “Trademarks”); and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Trademarks, along with the goodwill of the business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Trademarks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

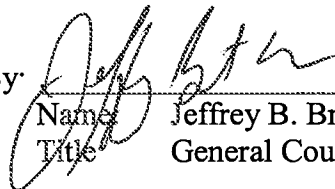
2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks.

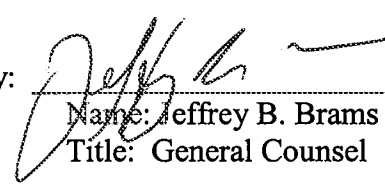
3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

GARDEN OF LIFE, INC., Assignor

EMPOWERING HEALTH, LLC, Assignee

By: 
Name: Jeffrey B. Brams
Title: General Counsel

By: 
Name: Jeffrey B. Brams
Title: General Counsel

SCHEDULE A

Country	Trademark	Application Number	Filing Date
United States	ACID BALANCE	77/172,331	May 2, 2007
United States	EMPOWERING HEALTH	77/170,966	May 3, 2007
United States	PROBIOFIT	77/170,857	May 2, 2007

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