

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Obesity Research Institute, LLC		09/16/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZYLOTRIM, LLC		
<b>Street Address:</b>	P.O. Box 130879		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92011-9998		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3482124	ZYLOTRIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)725-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949.725.4191		
<b>Email:</b>	mheyinck@sycr.com		
<b>Correspondent Name:</b>	Monique M. Heyninck, Esq.		
<b>Address Line 1:</b>	660 Newport Center Drive, Suite 1600		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	010151-0006		
<b>NAME OF SUBMITTER:</b>	Monique M. Heyninck		
<b>Signature:</b>	/Monique M. Heyninck/		
<b>Date:</b>	09/16/2008		

CH \$40.00 3482124

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "*Assignment*"), effective as of September 16, 2008, by and between OBESITY RESEARCH INSTITUTE, LLC, a California Limited Liability Company, located at 17185 Via Barranca Del Zorro, Rancho Santa Fe, California, 92067 ("*Assignor*"), and ZYLOTRIM, LLC, a California Limited Liability Company, located at PO BOX 130879, Carlsbad, California 92011-9998 ("*Assignee*").

### RECITALS:

- A. Assignor is the record owner in the U.S. Patent and Trademark Office of the trademark identified by Registration Number 3,482,124, for the mark ZYLOTRIM, including all common law rights thereto (the "*Trademark*"), and the goodwill of the business symbolized thereby (together with the Trademark, the "*Assigned Property*").
- B. Assignor has effectively transferred to Assignee that portion of its existing and ongoing business to which the Assigned Property pertains.
- C. Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to Assignee.
- D. Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property.

### AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, and Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, and all rights and privileges pertaining to said Trademark in conformance with 15 U.S.C. §1060; 37 C.F.R. §3.16, together with the goodwill of the business symbolized by the mark, including all income, royalties, damages, and payments now or hereafter due or receivable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.
2. The Trademark is subsisting and has not been adjudged invalid or unenforceable, in whole or in part.
3. For the above-named consideration, Assignor does hereby agree to, at the request of Assignee, execute any and all papers and documents and do all other and further lawful acts that Assignee may deem necessary or desirable to perfect and vest in the Assignee the entire right, title and interest in the intellectual property being assigned.

Executed this 16 day of September, 2008 at Carlsbad, California.

**ASSIGNOR:**

OBESITY RESEARCH INSTITUTE, LLC, a  
California Limited Liability Company

By: \_\_\_\_\_  
Name: Henry den Uijl  
Title: MANAGER

**ASSIGNEE:**

ZYLOTRIM, LLC, a California Limited  
Liability Company

By: \_\_\_\_\_  
Name: Henry den Uijl  
Title: MANAGER

STATE OF CALIFORNIA )  
 ) ss. )  
COUNTY OF SAN DIEGO )

On 9-16-, 2008 before me,

Tu Nguyen, Notary Public,

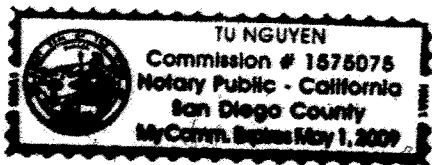
personally appeared Henry Den Uijl,  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose names(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of  
the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(Seal)



STATE OF CALIFORNIA )  
 ) ss. )  
COUNTY OF SAN DIEGO )

On 9-16-, 2008 before me,

Tu Nguyen, Notary Public,

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SIGNATURE OF NOTARY PUBLIC

(Seal)

