

## 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
Functional Brands LLC		10/09/2008	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Threshold Enterprises Ltd.		
Street Address:	23 Janis Way		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3245565	LIFEFORCE V	
CORRESPONDENCE DATA			
Fax Number:	(415)356-3099		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	415.356.3068		
Email:	rachel.chanin@aporter.com		
Correspondent Name:	Rachel Chanin, Esq.		
Address Line 1:	275 Battery Street		
Address Line 2:	Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	22445.003		
NAME OF SUBMITTER:	Rachel L. Chanin		
Signature:	/Rachel L. Chanin/		

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TRADEMARK  
REEL: 003891 FRAME: 0239

Date:

11/19/2008

Total Attachments: 2

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## Trademark Assignment

WHEREAS, Functional Brands LLC (aka Functional Brands), a Michigan Limited Liability Company, formerly at 300 River Place, Detroit, Michigan 48207 and now maintaining offices at 15900 Common Road, Roseville, MI 48066 ("Assignor"), has adopted, owns, and is using the following trademark ("Mark") for which Assignor owns the following identified federal registration on the Principal Register of the United States Patent and Trademark Office for the goods identified therein:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LIFEFORCE V	3,245,565	May 22, 2007

and;

WHEREAS, Threshold Enterprises Ltd., a Delaware corporation, with a principal place of business at 23 Janis Way, Scotts Valley, California 95066 ("Assignee"), desires to acquire the Mark and the above-referenced registration thereof;

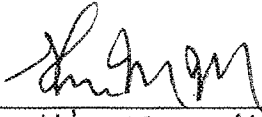
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and effective as of the date hereof, the Assignor does hereby assign, sell and transfer unto the Assignee all rights, title and interest in and to the Mark, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

Assignor acknowledges that it remains responsible for any and all liabilities, known or unknown, arising out of or related to its use, ownership, or administration of the Mark ("Preexisting Liabilities") and no Preexisting Liabilities are transferred to or assumed by Assignee.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

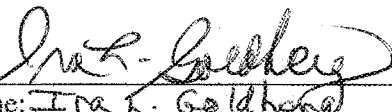
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of this 9th day of October, 2008.

FUNCTIONAL BRANDS LLC, Assignor

By:   
Name: THOMAS MORLEY  
Title: PRESIDENT

The foregoing assignment of the Mark and the registration thereof by the Assignor to the Assignee is hereby accepted as of the this 9th day of October, 2008.

THRESHOLD ENTERPRISES LTD., Assignee

By:   
Name: Ira K. Goldberg  
Title: President