

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
Dudley E. Lyons		01/01/2004	INDIVIDUAL: UNITED STATES
Victoria L. Trocki		01/01/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Russell M. Jaffe
Street Address:	14 Pidgeon Hill Drive, Suite 180
City:	Sterling
State/Country:	VIRGINIA
Postal Code:	20165
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	76631851	NEWTRITION AND OLDTRITION
Serial Number:	76631853	NEWTRITION, OLDTRITION, AND ATTRITION
Serial Number:	76631854	PERQUE AIR GUARD
Serial Number:	76631855	HEALTH ASSURANCE GUARD
Serial Number:	76631856	PERQUE MOMS GUARD
Serial Number:	76631857	PERQUE KIDS GUARD
Serial Number:	76631858	PERQUE WISE GUARD
Serial Number:	76631852	JOY OF EATIN': YOUR HEALTHGUARD
Serial Number:	78942425	PERQUE POSTPARTUM BLUES GUARD
Serial Number:	76631859	PERQUE BLUES GUARD
Serial Number:	78942427	PERQUE DADS' GUARD
Serial Number:	78942430	PERQUE CHILDREN'S GUARD
Serial Number:	77075783	YOUR PULSED HEALTH FOR LIFE

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Serial Number:	77374004	PERQUE BIOQUERCETIN FORTÉ PAIN GUARD FORTÉ
Serial Number:	77374001	PERQUE BONE GUARD FORTÉ 20
Serial Number:	74090692	NATURE'S PATH TO HEALTH
Serial Number:	76102542	PERQUE
Serial Number:	76228651	PERQUE LIFEGUARD
Serial Number:	76028925	PERQUE JOINT GUARD
Serial Number:	76030763	PERQUE BONE GUARD
Serial Number:	76030764	PERQUE1 DETOX IN GUARD
Serial Number:	76030766	PERQUE2 LIFE GUARD
Serial Number:	76030812	PERQUE PAIN GUARD FORTE
Serial Number:	76030813	PERQUE POTENT C GUARD
Serial Number:	76030814	PERQUE LIVA GUARD
Serial Number:	76031244	PERQUE DIGESTA GUARD
Serial Number:	76030765	PERQUE PROST8 VITALITY GUARD
Serial Number:	76293979	PERQUE GLUCOSE CONTROL GUARD
Serial Number:	76228653	PERQUE TRIPLE EFA GUARD
Serial Number:	76228652	PERQUE WELL GUARD
Serial Number:	76460319	PERQUE ENDURA/PAK GUARD
Serial Number:	76541342	PERQUE LEANER BODYGUARD FORTE
Serial Number:	76977922	PERQUE TABSULE
Serial Number:	76576627	PERQUE VESSEL HEALTH GUARD

CORRESPONDENCE DATA

Fax Number: (202)785-7508
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (703) 760-7704
Email: aspivak@mofo.com
Correspondent Name: Andrew N. Spivak
Address Line 1: 1650 Tysons Boulevard, Fourth Floor
Address Line 2: Morrison & Foerster LLP
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	49079-24000.00
NAME OF SUBMITTER:	Andrew N. Spivak
Signature:	/Andrew N. Spivak/
Date:	12/16/2008

Total Attachments: 11

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made effective as of January 1, 2004 (the "Agreement"), is made by and among Dr. Russell M. Jaffe ("Jaffe"), Dudley E. Lyons, Trustee or his successors in trust under the Dudley E. Lyons Living Trust, dated June 4, 2002 ("Lyons") and Victoria Lyons Trocki ("Trocki"). Lyons and Trocki shall also be referred to herein collectively as the "Assignees."

WHEREAS, as of the date hereof Lyons and Trocki became members of RMJ Holdings, LLC ("RMJ Holdings") pursuant to that certain Amended and Restated Operating Agreement of RMJ Holdings, dated January 1, 2004; and

WHEREAS, simultaneous with, and as a part of, Lyons' and Trocki's investment in RMJ Holdings, Jaffe desires to assign and transfer to each of Lyons and Trocki a certain percentage of ownership rights regarding certain assets owned exclusively by Jaffe.

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

1. Definitions. The following terms used in this Agreement shall have the following meanings:

(a) "Assets" shall mean:

(i) all trade secrets, inventions, ideas, technology, works of authorship, discoveries, formulae, procedures, processes, know-how, documents, design specifications and all items, materials and knowledge necessary or useful for the creation, development, use, maintenance, enhancement and support of the Perque Business and/or the Products;

(ii) all trademarks, service marks, trade names, uniform resource locators (URLs) and domain names relating to or associated with the Perque Business and/or the Products including, without limitation, those trademarks, service marks and trade names identified on Exhibit A attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, and the goodwill associated with or appurtenant to the foregoing;

(iii) all patents and patent applications relating to or associated with the Perque Business and/or the Products including, without limitation, those patents and patent applications identified on Exhibit B attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for such patents (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any

and all other rights and interests arising out of, in connection with or in relation to such patents and patent applications and the goodwill associated with or appurtenant to the foregoing;

(iv) all compilations or lists of previous, present or prospective customers of the Products and/or the Perque Business;

(v) all registered and unregistered copyrights relating to or associated with the Products and/or the Perque Business, including the goodwill associated with or appurtenant to the foregoing; and

(vi) all other intellectual property rights throughout the world relating to or associated with the Perque Business and/or the Products and all goodwill thereto.

(b) “**Perque**” shall mean Perque, LLC, a Delaware limited liability company, of which RMJ Holdings owns an 80% membership interest.

(c) “**Perque Business**” shall mean the current and future business of Perque which includes, but is not limited to, the business of creating, developing and selling nutritional supplements.

(d) “**Products**” shall mean all current and future nutritional or dietary supplements created, developed or offered for sale by Perque.

2. Assignment of Assets to Lyons. In consideration of the investment by Lyons in RMJ Holdings, Jaffe hereby irrevocably assigns, transfers and conveys to Lyons, now and in the future, a Ten Percent (10%) ownership interest of Jaffe’s entire right, title and interest throughout the world, together with all benefits and privileges of, in and to, the Assets.

3. Assignment of Assets to Trocki. In consideration of the investment by Trocki in RMJ Holdings, Jaffe hereby irrevocably assigns, transfers and conveys to Trocki, now and in the future, a One Percent (1%) ownership interest of Jaffe’s entire right, title and interest throughout the world, together with all benefits and privileges of, in and to, the Assets.

4. Future Creations. Jaffe hereby acknowledges and agrees that the assignment of Assets set for in Sections 2 and 3 above includes all future creations, developments, inventions, trademarks, patents and other intellectual property rights relating to the Perque Business and the Products that are subsequently created or developed by Jaffe. In addition, the parties hereto agree that Exhibit A and Exhibit B, respectively, shall automatically be deemed to be updated for any additional trademarks or patents, and all applications therefor, relating to the Perque Business or the Products that are subsequently filed in the name of Jaffe. Notwithstanding the foregoing, the failure of the parties to update Exhibit A or Exhibit B shall not negate the first sentence of this Section 4.

5. Further Assurances. Jaffe hereby covenants and agrees to cooperate with the Assignees to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and ownership interest of the Assets conveyed herein including, without limitation, signing the appropriate assignment documents to be filed with the U.S. Patent and Trademark Office and such other registration bodies throughout the world to further evidence the assignment of the Assets hereunder.

6. Ownership. Jaffe represents and warrants to the Assignees that Jaffe owns all right, title and interest in and to the Assets, free and clear of all liens and encumbrances and has the right and authority to assign the ownership interests in the Assets to Lyons and Trocki hereunder.

7. Negative Covenant. Jaffe, Lyons and Trocki each hereby covenants and agrees not to further restrict, encumber, dispose, sell, license or otherwise grant any right, title or interest in or to the Assets, or any portion thereof, without the prior written consent of the other parties hereto.

8. Royalties and License Fees. Lyons and Trocki each agree that to the extent that the Assets are licensed after the date hereof by the parties hereto to a third party licensee in consideration for royalties, license fees or other consideration ("Licensing Royalties"), that Lyons and Trocki each hereby waive, for the years 2004, 2005, 2006 and 2007, their right to receive any such Licensing Royalties for such licensing arrangement. Jaffe, Lyons and Trocki hereby agree that for the year 2008 and thereafter, that each party shall be entitled to receive a pro rata portion of any such Licensing Royalties based on each of their then-current percentage ownership in the Assets, which as of the date hereof is Jaffe, 89%; Lyons, 10%; and Trocki, 1%.

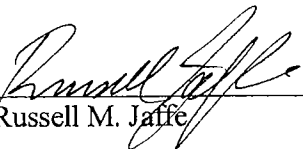
9. Entire Agreement; Assignment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified nor any provisions waived except in a writing signed by the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Governing Law. This Agreement shall be governed by, enforceable under, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party below has caused this Assignment Agreement to be executed effective as of the date set forth above.

By: 
Dr. Russell M. Jaffe

ASSIGNEES:

By: 
Victoria Lyons Trocki

By: _____
Dudley E. Lyons, Trustee or his
successors in trust under the Dudley
E. Lyons Living Trust, dated June 4,
2002

IN WITNESS WHEREOF, each party below has caused this Assignment Agreement to be executed effective as of the date set forth above.

By: _____
Dr. Russell M. Jaffe

ASSIGNEES:

By: _____
Victoria Lyons Trocki

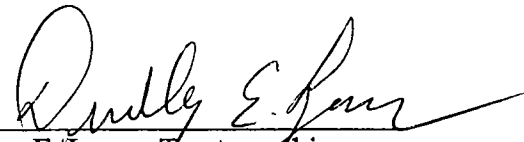
By: 
Dudley E. Lyons, Trustee of his
successors in trust under the Dudley
E. Lyons Living Trust, dated June 4,
2002

Exhibit A

Trademarks

As of January 1, 2004:

Mark (U.S. unless otherwise stated)	Reg. / App. No.	Reg. / App. Date
NATURE'S PATH TO HEALTH	1,653,441	08/13/1991
PERQUE	2,651,151	11/19/2002
PERQUE LIFEGUARD	2,630,701	10/08/2002
PERQUE JOINT GUARD	2,461,525	06/19/2001
PERQUE BONE GUARD	2,561,153	04/16/2002
PERQUE1 DETOX IN GUARD	2,561,154	04/16/2002
PERQUE2 LIFE GUARD	2,506,030	11/13/2001
PERQUE PAIN GUARD FORTÉ	2,561,155	04/16/2002
PERQUE POTENT C GUARD	2,467,602	07/10/2001
PERQUE LIVA GUARD	2,467,603	07/10/2001
PERQUE DIGESTA GUARD	2,461,533	06/19/2001
PERQUE PROST8 VITALITY GUARD	2,569,160	05/14/2002
PERQUE GLUCOSE CONTROL GUARD	2,634,732	10/15/2002

Exhibit A

Updated as of January 1, 2005

Additional Trademarks added since January 1, 2004:

Mark (U.S. unless otherwise stated)	Reg. / App. No.	Reg. / App. Date
PERQUE TRIPLE EFA GUARD	2,869,985	08/03/2004
PERQUE WELL GUARD	2,847,986	06/01/2004
PERQUE TABSULE (Denmark)	VR 2004 02610	08/16/2004
PERQUE TABSULE (Finland)	231828	12/15/2004
PERQUE TABSULE (Hong Kong)	300192861	04/08/2004
PERQUE TABSULE (Mexico)	851265	09/20/2004

Exhibit A

Updated as of January 1, 2006

Additional Trademarks added since January 1, 2005:

Mark (U.S. unless otherwise stated)	Reg. / App. No.	Reg. / App. Date
PERQUE ENDURA/PAK GUARD	2,952,456	05/17/2005
PERQUE LEANER BODY GUARD FORTÉ	2,957,750	05/31/2005
NEWTRITION AND OLDTRITION	76/631,851	02/25/2005
NEWTRITION, OLDTRITION, AND ATTRITION	76/631,853	02/25/2005
PERQUE AIR GUARD	76/631,854	02/25/2005
HEALTH ASSURANCE GUARD	76/631,855	02/25/2005
PERQUE MOMS GUARD	76/631,856	02/25/2005
PERQUE KIDS GUARD	76/631,857	02/25/2005
PERQUE WISE GUARD	76/631,858	02/25/2005
PERQUE BLUES GUARD	76/631,859	02/25/2005
JOY OF EATIN': YOUR HEALTHGUARD	76/631,852	02/25/2005
PERQUE TABSULE (European Community)	003733714	05/30/2005
PERQUE TABSULE (Israel)	171422	06/07/2005
PERQUE TABSULE (Japan)	4890395	08/26/2005
PERQUE TABSULE (Norway)	227485	07/13/2005
PERQUE TABSULE (Singapore)	T04/05451G	02/15/2005
PERQUE TABSULE (Sweden)	371054	03/11/2005

Exhibit A

Updated as of January 1, 2007

Additional Trademarks added since January 1, 2006:

Mark (U.S. unless otherwise stated)	Reg. / App. No.	Reg. / App. Date
PERQUE TABSULE	3,071,618	03/21/2006
PERQUE VESSEL HEALTH GUARD	3,074,039	03/28/2006
PERQUE POSTPARTUM BLUES GUARD	78/942,425	08/01/2006
PERQUE DADS' GUARD	78/942,427	08/01/2006
PERQUE CHILDREN'S GUARD	78/942,430	08/01/2006
PERQUE TABSULE (Israel)	176672	02/08/2006

Exhibit A

Updated as of February 28, 2008

Additional Trademarks added since January 1, 2007:

Mark (U.S. unless otherwise stated)	Reg. / App. No.	Reg. / App. Date
YOUR PULSED HEALTH FOR LIFE	77/075,783	01/04/2007
PERQUE BIOQUERCETIN FORTÉ PAIN GUARD FORTÉ	77/374,004	01/17/2008
PERQUE BONE GUARD FORTÉ 20	77/374,001	01/17/2008

Exhibit B

Patents

Patent Name	Patent/Application Number
Synergistic Agents for Enhancing Tissue Repair	6,620,798 (United States)
Synergistic Agents for Enhancing Tissue Repair	2314817 (Canada)
Compositions of Matter Containing L-Glutamine & Pyridoxal-Alpha-Ketoglutarate	6,545,044 (United States)
Compositions of Matter Containing L-Glutamine & Pyridoxal-Alpha-Ketoglutarate	2314818 (Canada)
Enhancement of Magnesium Uptake in Mammals	10/641,291 (United States)