

**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>
Numark Laboratories, Inc.		06/26/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lipotriad LLC		
<b>Street Address:</b>	3 Valley Ridge Road		
<b>City:</b>	Harrison		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10528		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1496525	LIPOTRIAD	
Registration Number:	0599889	LIPOTRIAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)611-7153		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6174603565		
<b>Email:</b>	rflaggert@nixonpeabody.com		
<b>Correspondent Name:</b>	Richard P. Flaggert		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	055314/000002		
<b>NAME OF SUBMITTER:</b>	Richard P. Flaggert		
<b>Signature:</b>	/Richard P. Flaggert/		

CH \$65.00 1496525

Date:

06/26/2009

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT**, dated as of June 26, 2009 (this "Assignment"), is made by and between NUMARK LABORATORIES, INC. a New Jersey corporation (the "Assignor") and LIPOTRIAD LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign its right, title and interest in and to each trademark identified on Schedule 1 hereto, and the goodwill associated therewith and symbolized thereby (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to receive an assignment of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of all of Assignor's right, title and interest in and to the Trademarks, together with the right to sue and recover for, and the right to profits or damages due or accruing or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Trademarks.

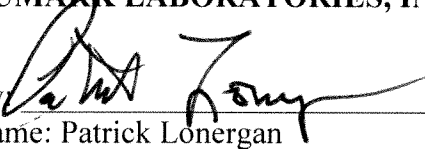
This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

*[Remainder of the page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

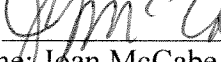
**ASSIGNOR**

**NUMARK LABORATORIES, INC.**

By:   
Name: Patrick Loneragan  
Title: President

**ASSIGNEE**

**LIPOTRIAD LLC**

By:   
Name: Joan McCabe  
Title: Manager

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 004012 FRAME: 0485**

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF N.J.

ss.:

COUNTY OF Middlesex

On this 26 day of JUNE 2009, before me personally came Patrick Lonergan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Numark Laboratories, Inc., a New Jersey corporation, and that he executed the foregoing instrument in the firm name of Numark Laboratories, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public – State of N.J.

Printed Name Dianne Strain

My Commission Expires:

\_\_\_\_\_

**Dianne Strain  
Notary Public of New Jersey  
My Commission Expires on  
9/20/2011**

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NJ

ss.:  
COUNTY OF Middlesex

On this 26 day of June 2009, before me personally came Joan McCabe, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is a Manager of Lipotriad LLC, a Delaware limited liability company, and that she executed the foregoing instrument in the firm name of Lipotriad LLC, and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public – State of NJ.

Printed Name Dianne Strain

My Commission Expires:

\_\_\_\_\_

**Dianne Strain  
Notary Public of New Jersey  
My Commission Expires on  
9/20/2011**

**Schedule I**

**Trademarks**

Mark	Country	Class	Status	Serial No.	Filing Date	Registration No.	Registration Date
LIPOTRIAD	US	5	Registered	73/698341	11/27/1987	1,496,525	07/19/1988
LIPOTRIAD	US	5	Registered	71/655431	10/27/1953	599,889	12/28/1954