

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Oxyfresh Worldwide, Inc.		08/18/2009	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mannatech, Incorporated		
<b>Street Address:</b>	600 S. Royal Lane, Suite 200		
<b>City:</b>	Coppell		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75019		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3411887	O SO SLENDER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)969-4343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149692761		
Email:	kthiesse@akingump.com		
Correspondent Name:	Karen Thiesse c/o AKIN GUMP		
Address Line 1:	1700 Pacific Avenue, Suite 4100		
Address Line 4:	Dallas, TEXAS 75201-4675		
ATTORNEY DOCKET NUMBER:	013258-0821		
NAME OF SUBMITTER:	Karen Thiesse		
Signature:	/Karen Thiesse/		
Date:	08/19/2009		

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Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective this 18<sup>th</sup> day of August 2009 (the "Effective Date"), from Oxyfresh Worldwide, Inc., a Washington corporation, located at 1875 North Lakewood Drive, Coeur d'Alene, Idaho ("ASSIGNOR"), on the one hand, to Mannatech, Incorporated, a Texas corporation, having its principal place of business at 600 S. Royal Lane, Suite 200, Coppel, Texas 75019 ("ASSIGNEE"), on the other hand.

WHEREAS, ASSIGNOR currently owns and has used in its business the trademark shown below (referred to hereinafter as the "Trademark Registration"):

<b><u>TRADEMARK</u></b>	<b><u>U.S. REGISTRATION NO.</u></b>	<b><u>DATE REGISTERED</u></b>
O SO SLENDER	3,411,887	April 15, 2008

WHEREAS, ASSIGNOR desires and has agreed to assign and transfer by way of this Assignment its entire right, title and interest in and to the Trademark Registration and in and to any renewal or new applications that may be granted thereon, together with the goodwill of the business connected therewith;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademark Registration and in and to any renewals or new applications that may be granted or filed thereon, together with the goodwill of the business connected therewith; and

WHEREAS, it is desired that this Assignment of the Trademark Registration be made of record in the U.S. Patent and Trademark Office, and any other appropriate governmental offices.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, ASSIGNOR by these presents does hereby agree and covenant as follows:

1. ASSIGNOR hereby sells, assigns, conveys and transfers the Trademark Registration and all of its rights, title and interest, together with the goodwill of the business connected therewith to ASSIGNEE, its successors or assigns, and ASSIGNEE accepts as of the date of this Assignment all of ASSIGNOR's rights, title and interest in and to the Trademark Registrations together with the

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goodwill of the business connected therewith and the right to sue and recover for damages for past, present and future infringements.

2. ASSIGNOR represents and warrants that it is the exclusive owner of the Trademark Registration and that it believes it to be entitled to exclusively use the Trademark Registrations.

3. ASSIGNOR represents and warrants that prior to the Effective Date of this Assignment it has not previously assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark Registration; that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademark Registration that would preclude, conflict with or encumber this Assignment; that all assignments necessary, if any, to vest in ASSIGNOR full and complete title to the Trademark Registration have been obtained; and that ASSIGNOR hereby consents to this Assignment.

4. ASSIGNOR represents and warrants that it is competent and has authority to make the assignment of rights and all associated representations and warranties set forth in this Assignment.

5. ASSIGNOR agrees not to use, directly or through a third party, the Trademark Registration unless use rights are granted in a written license agreement between ASSIGNOR and ASSIGNEE.

6. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

**ASSIGNOR – Oxyfresh Worldwide, Inc.**

By: 

Typed Name: Steven R. Wood

Title: CFO & VP of Operations