

TRADEMARK ASSIGNMENT

08-26-2009

Electronic Version v1.1  
 Stylesheet Version v1.1



103571968

8-12-09

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Improvita Health Products, Inc		08/12/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Medical Alliance for Contract Manufacturing, LLC		
Also Known As:	AKA MACM, LLC		
Street Address:	6161 Ruth Drive		
City:	Seven Hills		
State/Country:	OHIO		
Postal Code:	44131		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3549139	GERM DEFENSE	
CORRESPONDENCE DATA			
Fax Number:	(216)573-7367		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-554-2282		
Email:	dkohler@peoplepc.com		
Correspondent Name:	Daniel Kohler		
Address Line 1:	6161 Ruth Drive		
Address Line 4:	Seven Hills, OHIO 44131		
NAME OF SUBMITTER:		Daniel P. Kohler	
Signature:		/daniel kohler/dpk/	
Date:		08/12/2009	
Total Attachments: 14			

OP \$40.00 3549139

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# PRODUCT TRANSFER AGREEMENT

THIS PRODUCT TRANSFER AGREEMENT is entered into this 9<sup>th</sup> day of July, 2008, by *and* between IMPROVITA HEALTH PRODUCTS, INC., an Ohio corporation ("Improvita") and MACM, LLC, or its designee, a Florida limited liability company ("MACM, LLC").

WHEREAS, Improvita is engaged in, among other things, the manufacture, sale and distribution of certain health and wellness products, including without limitation the Co-Brand and Private Label Products set forth in Exhibit A (collectively, the "Private Label Products"); and

WHEREAS, Improvita has decided to not engage in the "Private Label" business and desires to transfer to MACM, LLC the right to manufacture, promote, distribute and sell the Private Label Products, and MACM, LLC desires to obtain from Improvita the right to manufacture, promote, distribute and sell the Private Label Products, on the terms and conditions set forth herein.

NOW, THEREFORE, MACM, LLC and Improvita, in consideration of the mutual promises made herein, promise and agree as follows:

## ARTICLE I

### Assets To Be Transferred

1.1 Subject Assets. Subject to the terms and conditions set forth in this Agreement, Improvita agrees to transfer to MACM, LLC Intellectual Property (as defined in Section 1.3, below) directly related to the Private Label Products.

1.2 No Interest Conveyed. MACM, LLC COVENANTS AND AGREES THAT THE PRIVATE LABEL PRODUCTS FROM AND AFTER THE EXECUTION OF THIS AGREEMENT SHALL BE MARKETED AND SOLD ONLY UNDER MACM, LLC'S MARKS, AND THE PRIVATE LABEL PRODUCTS SHALL NOT BE MANUFACTURED USING IMPROVITA'S NAME, AND SHALL BE CONSPICUOUSLY MARKED AS MACM, LLC'S PRIVATE LABEL PRODUCTS WITHOUT REFERENCE TO IMPROVITA.

1.3 Transfer of Intellectual Property. In connection with MACM, LLC's acquisition of the Subject Assets, Improvita hereby transfers to MACM, LLC all Intellectual Property with respect to the Private Label Products. As used herein, "Intellectual Property" shall mean the Copyrights, Technology, or U.S. Patents and all other intellectual property rights as presently held by Improvita and directly related to the manufacture of the Private Label Products. "Copyrights" shall mean any and all copyright rights (including common law rights, registrations and applications therefor owned by Improvita that relate directly to designs, drawings, software, firmware, text, models, pictorial representations), and in all other works and things whatsoever

created, developed, or used in direct connection with Private Label Products. "Technology" shall mean all designs, drawings, patterns, blueprints, plans, schematics, bills of materials, data formulae, trade secrets, know-how methods, processes, techniques, specifications, technical information, quality control and manufacturing procedures, ideas, concepts, inventions, innovations, software, computer programs and documentation related thereto, and all other technology owned by Improvita, in any format related to the Private Label Products.

1.4 Use of Name. Improvita grants MACM, LLC the right to use the name "Improvita Contract Manufacturing."

## ARTICLE II

### Purchase Price

2.1 Purchase Price. In consideration of the transfer of the Subject Assets, MACM, LLC shall grant Improvita distribution rights of the Private Label Products for as long as Improvita is in the business of distributing such products for 10% of the total gross sales processed through Improvita or 3% of the total gross sales not processed through Improvita (Exhibit B). All costs related to the distribution of the Private Label Products, except as set forth in a separate Distribution Agreement, shall be Improvita's responsibility.

## ARTICLE III

### Warranties and Representations of Improvita

Improvita hereby warrants and represents to MACM, LLC as follows:

3.1 Corporate Matters. Improvita is a corporation validly existing and in good standing under the laws of the State of Ohio, and has the authority and power, corporate and otherwise, to operate the Private Label Products. Improvita has all authorizations, qualifications and licenses required under all applicable laws, regulations, ordinances and orders of all necessary public authorities, or otherwise, to carry on the Private Label Products in the places and in the manner presently conducted. Improvita has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the agreements and instruments relating hereto and the consummation of the transactions contemplated hereby have been approved by Improvita and constitute valid and legally binding obligations of Improvita, enforceable against it in accordance with their respective terms. The execution and delivery of this Agreement and the instruments and agreements relating hereto do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, (a) conflict with, or result in any violation of, (i) any provision of the Articles of Incorporation or By-Laws of Improvita, or (ii) any judgment, order or decree, or statute law, ordinance, rule or regulation applicable to Improvita, the Private Label Products or the Subject Assets, or (b) violate or conflict with, or result in a breach under, any agreement instrument or document to which Improvita is a party or is subject or which affects the Private Label Products or the Subject Assets. No consent, approval, order or

authorization of registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, and no consent or approval under any agreement, instrument or document to which Improvita is a party or is subject or which affects the Private Label Products or the Subject Assets, is required to be obtained or made by or with respect to Improvita, the Subject Assets or the Private Label Products in connection with the execution and delivery of this Agreement, and the agreements and instruments relating hereto, or the consummation of the transactions contemplated hereby or thereby.

3.2 Title to the Subject Assets. Improvita has good and marketable title to all of the Subject Assets and, as of the execution of this Agreement, the Subject Assets will be owned by Improvita free and clear of all liens, claims, encumbrances and security whatsoever.

3.3 Compliance with Laws. To the knowledge of Improvita, the use, sale of the operation of the Private Label Products is and has been in compliance with all applicable local, state and federal laws, ordinances, regulations, guidelines and orders of all governmental authorities and entities, including laws, rules, regulations, guidelines and orders affecting or relating to the environment. No notice has been issued nor any investigation or review is pending or, to the knowledge of Improvita, threatened by any governmental entity (i) with respect to any alleged violation by Improvita of any law, ordinance, regulation, order or guideline of any governmental entity or authority, or (ii) with respect to any alleged failure to have all permits, certificates, licenses, approvals and other authorizations required in connection with the operation of the Private Label Products.

3.4 Brokers Agents. Improvita has not dealt with any agent, finder, broker or other representative in any manner which could result in MACM, LLC being liable for any fee or commission in the nature of a finder's fee or originator's fee in connection with the subject matter of this Agreement.

3.5 Warranties Survive Execution of This Agreement. The warranties and representations of Improvita herein contained shall survive the execution of this Agreement for a period of one (1) year.

## ARTICLE IV

### Warranties and Representations of MACM, LLC

MACM, LLC hereby warrants and represents to Improvita as follows:

4.1 Authority. MACM, LLC has the power and authority to enter into this Agreement and the agreements and instruments relating hereto and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the agreements and instruments relating hereto and the consummation of the transactions contemplated hereby have been approved by MACM, LLC and constitute valid and legally binding obligations of MACM, LLC, enforceable against MACM, LLC in accordance with their

respective terms, except as enforceability may be limited by bankruptcy and other laws generally affecting the rights of creditors and general principles of equity. No consent, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign is required to be obtained or made by or with respect to MACM, LLC in connection with the execution and delivery of the Agreement or the consummation by MACM, LLC of the transactions contemplated hereby.

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## ARTICLE V

### Indemnification

5.1 Indemnification of MACM, LLC. Improvita agrees to indemnify MACM, LLC and to hold it harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including reasonable attorneys' and accountants' fees) of or against MACM, LLC that result from, relate to or arise out of (i) any misrepresentation breach of warranty or nonfulfillment of any agreement or covenant contained herein or in any document or instrument delivered hereunder on the part of Improvita, or (ii) any liability or obligation with respect to the Private Label Products or the Subject Assets which arose or accrued prior to the Closing, including, without limitation, liabilities or obligations of any kind for injury to persons, business or property relating to Private Label Products produced, marketed, distributed, sold or shipped by Improvita prior to the execution of this Agreement; and (iii) any and all product warranty claims for any Private Label Products produced, marketed, distributed, sold or shipped by Improvita prior to the execution of this Agreement.

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## ARTICLE III

### Warranties and Representations of Improvita

Improvita hereby warrants and represents to MACM, LLC as follows:

3.1 Corporate Matters. Improvita is a corporation validly existing and in good standing under the laws of the State of Ohio, and has the authority and power, corporate and otherwise, to operate the Private Label Products. Improvita has all authorizations, qualifications and licenses required under all applicable laws, regulations, ordinances and orders of all necessary public authorities, or otherwise, to carry on the Private Label Products in the places and in the manner presently conducted. Improvita has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the agreements and instruments relating hereto and the consummation of the transactions contemplated hereby have been approved by Improvita and constitute valid and legally binding obligations of Improvita, enforceable against it in accordance with their respective terms. The execution and delivery of this Agreement and the instruments and agreements relating hereto do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, (a) conflict with, or result in any violation of, (i) any provision of the Articles of Incorporation or By-Laws of Improvita, or (ii) any judgment, order or decree, or statute law, ordinance, rule or regulation applicable to Improvita, the Private Label Products or the Subject Assets, or (b) violate or conflict with, or result in a breach under, any agreement instrument or document to which Improvita is a party or is subject or which affects the Private Label Products or the Subject Assets. No consent, approval, order or



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3.2 Title to the Subject Assets. Improvita has good and marketable title to all of the Subject Assets and, as of the execution of this Agreement, the Subject Assets will be owned by Improvita free and clear of all liens, claims, encumbrances and security whatsoever.

3.3 Compliance with Laws. To the knowledge of Improvita, the use, sale of the operation of the Private Label Products is and has been in compliance with all applicable local, state and federal laws, ordinances, regulations, guidelines and orders of all governmental authorities and entities, including laws, rules, regulations, guidelines and orders affecting or relating to the environment. No notice has been issued nor any investigation or review is pending or, to the knowledge of Improvita, threatened by any governmental entity (i) with respect to any alleged violation by Improvita of any law, ordinance, regulation, order or guideline of any governmental entity or authority, or (ii) with respect to any alleged failure to have all permits, certificates, licenses, approvals and other authorizations required in connection with the operation of the Private Label Products.

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3.5 Warranties Survive Execution of This Agreement. The warranties and representations of Improvita herein contained shall survive the execution of this Agreement for a period of one (1) year.

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respective terms, except as enforceability may be limited by bankruptcy and other laws generally affecting the rights of creditors and general principles of equity. No consent, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign is required to be obtained or made by or with respect to MACM, LLC in connection with the execution and delivery of the Agreement or the consummation by MACM, LLC of the transactions contemplated hereby.

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## ARTICLE V

### Indemnification

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## ARTICLE VI

### Miscellaneous

6.1 Expenses. The parties hereto shall pay their own expenses, including, without limitation, accountants' and attorneys' fees incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

6.2 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent by reputable overnight courier service or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address as shall be designated by notice duly given:

*IF TO MACM, LLC:*

MACM, LLC  
PO Box 51111

Alva, FL 33994

*IF TO IMPROVITA:*

Improvita Health Products, Inc.  
10055 Sweet Valley Drive  
Cleveland, Ohio 44125

6.3 Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

6.4 Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by Improvita without the prior written consent of MACM, LLC.

6.5 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective legal representative heirs, successors and assigns.

6.6 Paragraph Headings. The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

6.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability of any other provision hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

6.8 Applicable Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Ohio.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more of such counterparts have been signed by cacti of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed and as to corporate parties, the corporate seal to be affixed by their offices hereunto duly authorized, as of the day, month and year first above written.

**"MACM, LLC":**

**MACM, LLC**

By: Thomas B. Klamet  
Name: Thomas B. Klamet  
Its: CEO

**"IMPROVITA":**

**IMPROVITA HEALTH PRODUCTS, INC.**

By: Daniel O. Kohler  
Name: Daniel O. Kohler  
Its: CEO

**EXHIBIT A**

**Co-Brand and Private Label Products**

**Effervescent Germ Defense Products**

**Germ Defense Pen Sanitizer Products**

created, developed, or used in direct connection with Private Label Products. "Technology" shall mean all designs, drawings, patterns, blueprints, plans, schematics, bills of materials, data formulae, trade secrets, know-how methods, processes, techniques, specifications, technical information, quality control and manufacturing procedures, ideas, concepts, inventions, innovations, software, computer programs and documentation related thereto, and all other technology owned by Improvita, in any format related to the Private Label Products.

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## ARTICLE V

### Indemnification

5.1 Indemnification of MACM, LLC. Improvita agrees to indemnify MACM, LLC and to hold it harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including reasonable attorneys' and accountants' fees) of or against MACM, LLC that result from, relate to or arise out of (i) any misrepresentation breach of warranty or nonfulfillment of any agreement or covenant contained herein or in any document or instrument delivered hereunder on the part of Improvita, or (ii) any liability or obligation with respect to the Private Label Products or the Subject Assets which arose or accrued prior to the Closing, including, without limitation, liabilities or obligations of any kind for injury to persons, business or property relating to Private Label Products produced, marketed, distributed, sold or shipped by Improvita prior to the execution of this Agreement; and (iii) any and all product warranty claims for any Private Label Products produced, marketed, distributed, sold or shipped by Improvita prior to the execution of this Agreement.

5.2 Indemnification of Improvita. MACM, LLC agrees to indemnify Improvita and to hold it harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including reasonable attorneys' and accountants' fees) of or against Improvita that result from, relate to or arise out of (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant contained herein or in any document or instrument delivered hereunder on the part of MACM, LLC, (ii) any liability or obligation with respect to the Private Label Products or the Subject Assets which arises or accrues on the execution of this Agreement or subsequent to the execution of this Agreement, and (iii) any and all product warranty claims, claims of strict liability, or other liabilities of any type or nature whatsoever for, or relating to, any Private Label Products produced, marketed, distributed, sold or shipped by MACM, LLC on or after the execution of this Agreement. The parties intend that, from and after the execution of this Agreement, MACM, LLC shall have all liability related to the manufacture and sale of the Product after such date, including with regard to claims made by third parties of defective or unsafe design and MACM, LLC accepts the Intellectual Property as the same may exist on the execution of this Agreement, having, full opportunity to review and



## ARTICLE VI

### Miscellaneous

6.1 Expenses. The parties hereto shall pay their own expenses, including, without limitation, accountants' and attorneys' fees incurred in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

6.2 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent by reputable overnight courier service or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address as shall be designated by notice duly given:

*IF TO MACM, LLC:*

MACM, LLC  
PO Box 51111

Alva, FL 33994

*IF TO IMPROVITA:*

Improvita Health Products, Inc.  
10055 Sweet Valley Drive  
Cleveland, Ohio 44125

6.3 Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby.

6.4 Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by Improvita without the prior written consent of MACM, LLC.

6.5 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective legal representative heirs, successors and assigns.

6.6 Paragraph Headings. The headings in this Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

6.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability of any other provision hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

6.8 Applicable Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Ohio.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more of such counterparts have been signed by cacti of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed and as to corporate parties, the corporate seal to be affixed by their offices hereunto duly authorized, as of the day, month and year first above written.

**"MACM, LLC":**

**MACM, LLC**

By: Thomas B. Klamet  
Name: Thomas B. Klamet  
Its: CEO

**"IMPROVITA":**

**IMPROVITA HEALTH PRODUCTS, INC.**

By: Daniel O. Kohler  
Name: Daniel O. Kohler  
Its: CEO

EXHIBIT A

Co-Brand and Private Label Products

Effervescent Germ Defense Products

Germ Defense Pen Sanitizer Products

EXHIBIT B

Pricing

- Distribution Rights Fees
  - Improvita Processed 10% of Gross Sales
  - Non-Improvita Process 3% of Gross Sales
  
- Transportation and Delivery Actual Cost
  - Open Book
  
- Assigned co-Brand and Private Label Marketing, Development, Design, Painting, etc. Relocation Expense Actual Cost
  
- Assigned Co-Brand and Private Label SG&A Expense Actual Cost
  - Open Book

EXHIBIT C  
DISPUTE RESOLUTION

1. In the spirit of continued cooperation, the parties intend to and hereby establish the following dispute resolution procedure to be utilized in the unlikely event any controversy should arise out of or concerning the performance of this Agreement.

2. Informal Good-Faith Negotiation: It is the intent of the parties that any dispute is resolved informally and then promptly through good faith negotiation between MACM and Improvita. Either party may initiate negotiation proceedings by written notice to the other party setting forth the particulars of the dispute. The parties agree to meet in good faith to jointly define the scope and a method to remedy the dispute. If the proceedings are not productive of a resolution, then senior management of MACM and Improvita are authorized to and will meet personally to confer in a bona fide attempt to resolve the matter.

3. Mediation: Should any disputes remain between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute to mediation with an independent mediator. In the event mediation is not successful in resolving the dispute, the parties agree to submit any and all disputes to binding arbitration. The exclusive form for arbitration, and any litigation between the parties, shall be in the State of Ohio.

EXHIBIT A

Co-Brand and Private Label Products

Effervescent Germ Defense Products  
Germ Defense Pen Sanitizer Products



EXHIBIT B

Pricing

- Distribution Rights Fees
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