

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
vitaquest international llc.		10/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	windmill health products, llc.		
Street Address:	6 henderson dr		
City:	west caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77700804	THERMO FREEZE	
CORRESPONDENCE DATA			
Fax Number:	(973)276-7121		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9735759200		
Email:	syagoda@vitaquest.com		
Correspondent Name:	scott yagoda, esq.		
Address Line 1:	8 henderson dr		
Address Line 4:	west caldwell, NEW JERSEY 07006		
NAME OF SUBMITTER:		scott yagoda	
Signature:		/scott yagoda/	
Date:		11/02/2009	
Total Attachments: 3			

OP \$40.00 77700804

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**TRADEMARK
 REEL: 004089 FRAME: 0016**

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of the 22nd day of October, 2009 from WINDMILL HEALTH PRODUCTS, LLC, a NJ limited liability company ("ASSIGNOR"), to CEMI INTERNATIONAL INC., a Florida Corporation. ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks described on Exhibit A attached hereto and incorporated by reference herein (collectively the "Marks"), together with the goodwill associated therewith; and

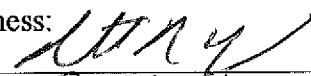
WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to the ASSIGNEE all of its right, title and interest in and to the Marks, together with the goodwill associated therewith.


NOW, THEREFORE, in consideration of the payment of legally sufficient, good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns and delivers to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Marks, together with the goodwill associated with the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title and interest in and to the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Witness: 
Name: Scott E. Gibson

Windmill Health Products, LLC
By: 
Name: HOWARD MUNK
Title: President

[Notarization follows on next page]

STATE OF New Jersey)
COUNTY OF Essex) SS.;

I CERTIFY that on Oct. 26, 2009, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- (a) made the attached instrument; and
- (b) was authorized to and did execute this instrument on behalf of and as _____ Vitaquest International, LLC, a Delaware limited liability company (the "Company"), the entity named in this instrument, as the free act and deed of Company, by virtue of the authority granted by it's members and/or managers.

Carol Kraut
Notary Public

Oct. 26, 2009

CAROL KRAUT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 8/7/2012

EXHIBIT A

TRADEMARK

THERMO FREEZE

REGISTRATION//
SERIAL NUMBER

77/700804