

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
Heaven Sent Naturals, Inc.		01/19/2010	CORPORATION: ARIZONA
Puri-Clean Enterprises, Inc		01/19/2010	CORPORATION: ARIZONA
Covert Labs, Inc.		01/19/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Wellgenix, LLC		
Street Address:	118 W. Julie Drive		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85285		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3266846	INSTANT ACTING	
Registration Number:	3430175	STAMINA SQUARED	
Registration Number:	3193795	STRIP	
CORRESPONDENCE DATA			
Fax Number:	(713)226-6206		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-226-6606		
Email:	jmorrel@porterhedges.com		
Correspondent Name:	Joseph L. Morrel		
Address Line 1:	1000 Main St		
Address Line 2:	36th Floor		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Joseph L. Morrel		

OP \$90.00 3266846

900152486

**TRADEMARK
 REEL: 004133 FRAME: 0749**

Signature:	/Joseph L. Morrel/
Date:	01/20/2010
Total Attachments: 4 source=Executed Intellectual Property Assignment Agreement (Wellgenix)#page1.tif source=Executed Intellectual Property Assignment Agreement (Wellgenix)#page2.tif source=Executed Intellectual Property Assignment Agreement (Wellgenix)#page3.tif source=Executed Intellectual Property Assignment Agreement (Wellgenix)#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment Agreement*”) is entered into as of January 19, 2010, by and among WELLGENIX, LLC, a Delaware limited liability company (the “*Purchaser*”), HEAVEN SENT NATURALS, INC., PURI-CLEAN ENTERPRISES, INC., and COVERT LABS, INC., each an Arizona corporation (collectively, the “*APA Sellers*”), and Tim Schinker, an individual resident of the State of Arizona (“*Schinker*” and together with the APA Sellers, the “*Sellers*”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of January 11, 2010, by and among the Sellers and the Purchaser (as amended, restated, supplemented or otherwise modified from time to time, the “*Purchase Agreement*”), the Purchaser acquired all right, title and interest of the APA Sellers in and to substantially all of the assets of the APA Sellers including, without limitation, those Intellectual Property Rights owned by the APA Sellers as set forth on Schedule A attached hereto (the “*APA Intellectual Property Assets*”).

B. Prior to the consummation of the transactions contemplated by the Purchase Agreement, Schinker had intended to assign those Intellectual Property Rights owned by him as set forth on Schedule A attached hereto (the “*Schinker Intellectual Property Assets*” and together with the APA Intellectual Property Assets, the “*Intellectual Property Assets*”) to the APA Sellers, and now Schinker desires to assign the Schinker Intellectual Property Assets directly to the Purchaser.

C. Each of the Sellers is the sole owner of the entire right, title and interest in, to and under its respective Intellectual Property Assets as more particularly described on Schedule A attached hereto.

D. Section 7.13 of the Purchase Agreement obligates the Sellers to execute and deliver to the Purchaser such other documents as may be reasonably required to fully assign and transfer to the Purchaser, its successors and assigns, all of the purchased assets, including the Intellectual Property Rights.

E. Sellers agree to assign the Intellectual Property Assets to the Purchaser.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, the Sellers hereby sell, transfer, assign, convey, set over and deliver to the Purchaser all right, title and interest of the Sellers in and to the Intellectual Property Assets, together with all rights, licenses, and other agreements, if any heretofore made by the Sellers, in respect of, or relating to the Intellectual Property Assets, and all income, royalties, fees and payments, if any, now or

hereafter due or payable in respect to the Intellectual Property Assets, including any rights of action accrued, accruing and to accrue under and by virtue hereof to recover for past infringement, misappropriation or other unauthorized use of the Intellectual Property Assets and to receive all damages, payments, costs and fees associated therewith. The assignment of the Intellectual Property Assets granted herein includes an assignment of all goodwill associated therewith.

2. Further Assurances. From and after the date hereof, the Sellers agree to execute and deliver any and all instruments of assignment and other instruments and documents that the Purchaser may reasonably request in order to more fully evidence the assignment of the Intellectual Property Assets and effect the agreements set forth in this Assignment Agreement, including but not limited to documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment Agreement and Purchaser's ownership of all right, title and interest in, to and under the Intellectual Property Assets.

3. Waiver of Claims. The Sellers hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Intellectual Property Assets, and agree that no rights in or to any of the Intellectual Property Assets shall be retained by the Sellers.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of laws provisions thereof.

6. Counterparts. This Assignment Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on the Sellers and the Purchaser. All counterparts must be construed together to constitute one and the same instrument.

[Signatures appear on following page]


IN WITNESS WHEREOF, the Sellers and the Purchaser have caused this Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

SELLERS:




Tim Schinker

HEAVEN SENT NATURALS, INC.,
an Arizona corporation

By: 


Name: Tim Schinker
Title: President

PURI-CLEAN ENTERPRISES, INC.,
an Arizona corporation

By: 

Name: Tim Schinker
Title: President

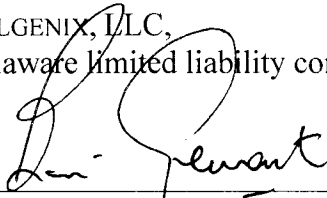
COVERT LABS, INC.,
an Arizona corporation

By: 

Name: Tim Schinker
Title: President

PURCHASER:

WELLGENIX, LLC,
a Delaware limited liability company

By: 

Name: Boris Gremont
Title: President

**SCHEDULE A
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

INTELLECTUAL PROPERTY RIGHTS

Trademarks registered with the United States Patent and Trademark Office

Trademark	Reg. No.	Serial Number	Owner
Stamina Squared®	3,430,175	77267233	Heaven Sent Naturals, Inc.
Instant Acting®	3,266,846	78873896	Puri-Clean Enterprises, Inc.
Strip®	3,193,795	78829833	Covert Labs, Inc.

Trade Name registered in the State of Arizona

Trade Name	ID No.	Reg. Date	Exp. Date	Owner
Covert Laboratories	192330	05/05/1998	05/05/2013	Tim Schinker