

**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>
Source Naturals, Inc.		05/06/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Threshold Enterprises, Ltd.		
<b>Street Address:</b>	23 Janis Way		
<b>City:</b>	Scotts Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95066		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3203797	ARCTICPURE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(708)383-8897		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(708) 383-8801		
Email:	mmerz@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301		
ATTORNEY DOCKET NUMBER:	21734		
NAME OF SUBMITTER:	Mary Catherine Merz		
Signature:	/Mary Catherine Merz/		
Date:	05/18/2010		

OP \$40.00 3203797

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made between (1) Source Naturals, Inc., a California Corporation, having its principal place of business at 23 Janis Way, Scotts Valley, California 95066; and (2) Threshold Enterprises, Ltd., a Delaware corporation having its principal place of business at 23 Janis Way, Scotts Valley, California.

WHEREAS, Source Naturals, Inc. ("Assignor") is the owner of the trademark ARCTIPURE for dietary supplements, including the corresponding rights granted by and with U.S. Trademark Registration No. 3,203,797;

WHEREAS, Threshold Enterprises, Ltd. ("Assignee") is desirous of using and acquiring the entire right, title and interest to the ARCTIPURE mark, and the goodwill of the business symbolized thereby.

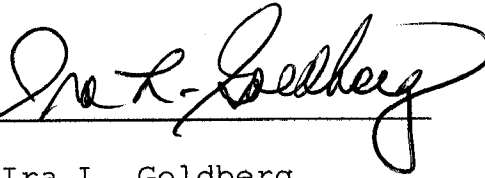
NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee all right, title and interest in and to the ARCTIPURE mark together with (a) all associated common law rights, (b) the goodwill of the business symbolized thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the ARCTIPURE mark, as well as the right to seek any and all remedies available at law or in equity;
2. all said right, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as

the same would have been held and enjoyed by Assignor  
if this Assignment had not been made.

SOURCE NATURALS, INC.

By:



Name: Ira L. Goldberg

Title: President

Date: 5/6, 2010