

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
Bariatrix Nutrition, Inc.		07/08/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Setpoint Health Corporation
Street Address:	10 Ossipee Rd.
Internal Address:	Suite 201
City:	Newton Upper Falls
State/Country:	MASSACHUSETTS
Postal Code:	02464
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77764956	SETPOINT HEALTH
Serial Number:	85007716	VITA-STICKS
Serial Number:	85007685	CALCI-STICKS
Serial Number:	85007673	SETPRO -BOOSTER
Serial Number:	85007638	SETPRO-SHAKER
Serial Number:	85007628	SETPRO-2GO
Serial Number:	85007566	SETPRO-BAR
Serial Number:	85007551	SETPRO-BITES
Serial Number:	85036524	CHEF-SET

CORRESPONDENCE DATA

Fax Number: (202)861-1783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.861.1500

CH \$240.00 77764956

Email: trademarks@bakerlaw.com
Correspondent Name: John Weber
Address Line 1: 1050 Connecticut Avenue, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	87367-20007
NAME OF SUBMITTER:	Kelu Sullivan
Signature:	/kls/
Date:	07/20/2010

Total Attachments: 2
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TRADEMARK ASSIGNMENT

WHEREAS, Bariatrix Nutrition, Inc., a corporation organized and existing under the laws of Canada, having a place of business at 4905 Fairway Street Lachine, Quebec Canada H8T1B7 ("Assignor"), owns the entire right, title and interest in and to the following trademark and trademark applications, together with the whole of the goodwill of the business pertaining thereto, as set forth on Schedule A (hereinafter "Trademarks");

WHEREAS, Setpoint Health Corporation, a corporation organized and existing under the laws of Delaware, USA, having an address of 10 Ossipee Road, Suite 201, Newton Upper Falls, Massachusetts 02464 United States ("Assignee") is desirous of acquiring the entire right, title and interest in and to Trademarks;

WHEREAS, Assignee is a subsidiary of Assignor, which is directly controlled by Assignor;

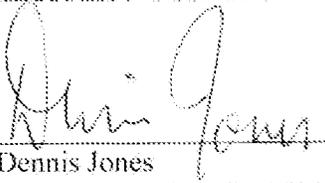
AND WHEREAS, Assignee is a successor to that portion of Assignor's ongoing and existing business to which the Trademarks pertains;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, as a part of the transfer of Assignor's ongoing and existing business to which the Trademarks pertains, its legal representatives, successors, the entire right, title and interest in and to Trademarks, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's Trademark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid Trademarks to be assigned by its duly authorized officer.

ASSIGNOR
BARIATRIX NUTRITION INC.



Dr. Dennis Jones
Vice President, Scientific Affairs

Date: 8th July, 2010

ASSIGNEE
SETPOINT HEALTH CORPORATION



Rod Egger
Officer

Date: 8th July, 2010

Schedule A

<u>Trademark</u>	<u>App. No.</u>	<u>Country</u>
SETPPOINT HEALTH	77764956	U.S.
VITA-STICKS	85007716	U.S.
CALCI-STICKS	85007685	U.S.
SETPRO-BOOSTER	85007673	U.S.
SETPRO-SHAKER	85007638	U.S.
SETPRO-2GO	85007628	U.S.
SETPRO-BAR	85007566	U.S.
SETPRO-BITES	85007551	U.S.
CHEF-SET	85026534	U.S.