

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
Nutritional Equities, L.P.		09/30/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	INE Acquisition Sub, LLC		
Street Address:	8312 Sterling St		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3152916	RISOTRIENE	
Registration Number:	3054296	KONA GOLD	
Registration Number:	3495974	LIFE SOLUBLES	
Registration Number:	2634935	ADIEU	
Registration Number:	2648189	NUTRAJUICE	
Registration Number:	2756326	E7	
Registration Number:	2750572	CLEANZYME	
Registration Number:	2550230	EVERLASTING	
Registration Number:	2410143	LIV-LONG	
Registration Number:	2463198	THE ONLY WHEY	
Registration Number:	2535897	IGNITE	
Registration Number:	3178201	INTEGRITRIM	
Registration Number:	3050373	VICTORY SEVEN	
Registration Number:	3141283	V7 VICTORY SEVEN	

OP \$390.00 3152916

Registration Number:	2069893	INTEGRIS
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CORRESPONDENCE DATA

Fax Number: (972)733-3119
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mhoon@jonesdavis-law.com
 Correspondent Name: Melissa Hoon
 Address Line 1: 15851 Dallas Parkway, Suite 1220
 Address Line 4: Addison, TEXAS 75001

NAME OF SUBMITTER:	Melissa Hoon
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Signature:	/Melissa Hoon/
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Date:	10/07/2010
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Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made and effective as of September 30, 2010 (the "Effective Date"), by and between **Nutritional Equities, L.P.**, a Texas limited partnership (hereinafter referred to as "Assignor"), and **INE Acquisition Sub, LLC**, a Nevada limited liability company (hereinafter referred to as "Assignee").

PREMISES:

WHEREAS, Assignor is the owner of certain trade names, trademarks, servicemarks, trade secrets, copyrights, processes, software, inventions, patents and/or patent rights together with the related goodwill in connection with the various trademarks more particularly described in Exhibit "A" attached hereto, which are registered with the United States Patent and Trademark Office (collectively, the "IP Rights"); and

WHEREAS, Assignor has agreed, pursuant to that certain Asset Purchase Agreement, dated September 30, 2010 executed between Assignor and Assignee, to transfer all of the IP Rights to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows.

1. ASSIGNMENT OF IP RIGHTS. Assignor does hereby grant, bargain, sell, convey, assign, transfer and deliver unto Assignee, its successors and assigns all of Assignor's rights, title and interest in and to the IP Rights and registrations, if any, together with the goodwill appurtenant to the IP Rights and the entire right, title, and interest in and to any and all claims and demands, Assignor may have either at law or in equity arising out of past, present or future infringement of the IP Rights.

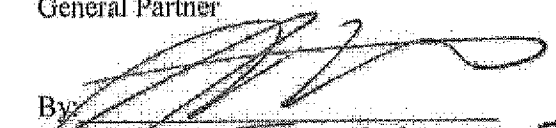
2. FURTHER ACTS. Assignor, to the extent applicable, hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the Registrar of the Office of Copyrights and other corresponding officials of other jurisdictions, as appropriate, to record this instrument to reflect Assignee as the owner of the IP Rights.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

NUTRITIONAL EQUITIES, L.P.,
a Texas limited partnership

By: Nutritional Equity Holdings, LLC,
a Texas limited liability company
Its: General Partner

By: 
Printed Name: S. LARRY CANTRELL
Title: President & CEO

ASSIGNEE:

INE ACQUISITION SUB, LLC,
A Nevada limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:


NUTRITIONAL EQUITIES, L.P.,
a Texas limited partnership

By: Nutritional Equity Holdings, LLC,
a Texas limited liability company
Its: General Partner

By: _____
Printed Name: _____
Title: _____

ASSIGNEE:

INE ACQUISITION SUB, LLC,
A Nevada limited liability company

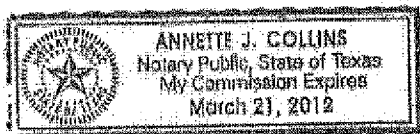
By: 
Name: Mark E. Helms
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clare Cahill President/CEO of Nutritional Equity Holdings, LLC, a Texas limited liability company, the General Partner of Nutritional Equities, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such company for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of September 2010.



Annette Collins
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Annette J. Collins
My Commission Expires: March 21, 2012

STATE OF NEVADA §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of INE Acquisition Sub, LLC, a Nevada limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such company for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of September 2010.

NOTARY PUBLIC, STATE OF NEVADA
Printed Name: _____
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Nutritional Equity Holdings, LLC, a Texas limited liability company, the General Partner of Nutritional Equities, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such company for the purposes and consideration therein expressed.

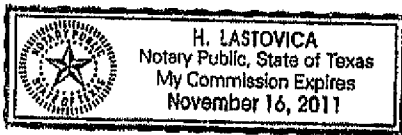
Given under my hand and seal of office this ____ day of September 2010.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

^{Texas}
STATE OF ~~NEVADA~~ §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Adams, President of INE Acquisition Sub, LLC, a Nevada limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such company for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of September 2010.



H. Lastovica
NOTARY PUBLIC, STATE OF NEVADA ^{Texas}
Printed Name: H. Lastovica
My Commission Expires: Nov 16, 2011

EXHIBIT A
TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date
RISOTRIENE	78/547191	3,152,916	10/10/06
KONA GOLD	78/546889	3,054,296	01/31/06
LIFE SOLUBLES	78/546870	3,495,974	09/02/08
ADIEU	76/336805	2,634,935	10/15/02
NUTRAJUICE	76/134204	2,648,189	11/12/02
E7	78/176113	2,756,326	08/26/03
CLEANZYME	78/175952	2,750,572	08/12/03
EVERLASTING	75/308419	2,550,230	03/19/02
LIV-LONG	75/716142	2,410,143	12/05/00
THE ONLY WHEY	75/617129	2,463,198	06/26/01
IGNITE	76/084423	2,535,897	02/05/02
INTEGRITRIM	78/569524	3,178,201	11/28/06
VICTORY SEVEN	78/548676	3,050,373	01/24/06
V7 VICTORY SEVEN	78/550952	3,141,283	09/12/06
INTEGRIS	75/142112	2,069,893	06/10/97