

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
Victory Life Sciences, LLC		08/01/2008	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Nutritional Equities, L.P.		
Street Address:	8312 Sterling St		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3050373	VICTORY SEVEN	
Registration Number:	3141283	V7 VICTORY SEVEN	
CORRESPONDENCE DATA			
Fax Number:	(972)733-3119		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mhoon@jonesdavis-law.com		
Correspondent Name:	Melissa A. Hoon		
Address Line 1:	15851 Dallas Parkway, Suite 1220		
Address Line 4:	Addison, TEXAS 75001		
NAME OF SUBMITTER:	Melissa A. Hoon		
Signature:	/melissa hoon/		
Date:	10/08/2010		
Total Attachments: 4			

OP \$65.00 3050373

900173495

**TRADEMARK
 REEL: 004292 FRAME: 0882**

source=Assignment of IP#page1.tif
source=Assignment of IP#page2.tif
source=Assignment of IP#page3.tif
source=Assignment of IP#page4.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made and effective as of August 1, 2008 (the "Effective Date"), by and between **Victory Life Sciences, LLC**, a Nevada limited liability company (hereinafter referred to as "Assignor"), and **Nutritional Equities, L.P.**, a Texas limited partnership (hereinafter referred to as "Assignee").

P R E M I S E S:

WHEREAS, NE 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 to transfer all of the IP Rights to Assignee.

A G R E E M E N T:

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 throughout the world (to the extent applicable) in and to the IP Rights and registrations, together with the goodwill appurtenant to the IP Rights and any and all of Assignor's other rights, privileges and priorities provided under United States federal or applicable state law or law of any foreign jurisdiction (to the extent applicable) with respect to the IP Rights, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, Assignor's 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, any and all of Assignor's rights to obtain renewals, reissues, and extensions for such IP Rights upon registration of such IP Rights throughout the world (to the extent applicable), or other legal protections pertaining to the IP Rights.

2. REPRESENTATIONS BY ASSIGNOR. Assignor represents and warrants that it has good title to said IP Rights and that except as expressly disclosed in the Asset Purchase Agreement it has not assigned, conveyed, transferred, sold, encumbered, licensed or failed to maintain any rights in connection with said IP Rights.

3. FURTHER ACTS. Assignor, to the extent applicable, hereby authorizes and requests: (i) the United States Commissioner of Patents and Trademarks; (ii) the Registrar of the

Office of Copyrights of the United States; and (iii) the Trademark Office Under The State Administration For Industry and Commerce ("SAIC") in the Peoples Republic of China other corresponding officials of other jurisdictions, as appropriate, to record this instrument to reflect Assignee as the owner of the IP Rights. Assignor further covenants and agrees that Assignor will communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the IP Rights, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the IP Rights in said Assignee, its successors and assigns, and undertake all reasonable and necessary actions to aid Assignee, its successors and assigns, to obtain proper trademark and other appropriate intellectual property legal protection for the IP Rights in the United States and any foreign country, it being understood that any expense incident to the execution of such papers or the undertaking of such actions shall be borne by Assignee, its successors and assigns (and Assignee shall further reimburse Assignor for all costs and expenses, including attorneys fees, reasonably incurred by Assignor in connection with such cooperative efforts).

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

ASSIGNOR:

VICTORY LIFE SCIENCES, LLC,
a Nevada limited liability company

By: 

Name: S. LARRY CANTWELL

Title: President & CEO

ASSIGNEE:

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 CANTWELL

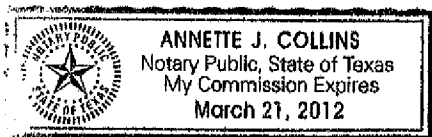
Title: President & CEO

ACKNOWLEDGMENTS

STATE OF NEVADA §
COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Larry Cantrell President/CEO of **Victory Life Sciences, 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 8th day of September 2010.

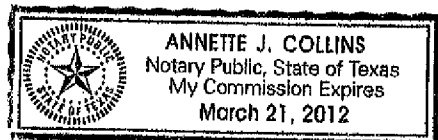


Annette Collins
NOTARY PUBLIC, STATE OF NEVADA
Printed Name: Annette J. Collins
My Commission Expires: March 21, 2012

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 J. Larry Cantrell 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

EXHIBIT A
TRADEMARKS

1. TRADEMARKS REGISTERED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE (THE "USPTO")

Trademark	Serial No.	Registration No.	Registration Date
VICTORY SEVEN	78/548676	3,050,373	01/24/06
V7 VICTORY SEVEN	78/550952	3,141,283	09/12/06

2. TRADEMARKS REGISTERED WITH THE TRADEMARK OFFICE UNDER THE STATE ADMINISTRATION FOR INDUSTRY AND COMMERCE (THE "SAIC") IN CHINA

Trademarks	Registration No.	Registration Date
E7 SPORT	4,307,835	03/07/2007
E7 SPORT (logo)	4,314,959	12/21/2007