

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
Nichole M. Mann		01/20/2011	INDIVIDUAL:
Ryan D. Mann		01/14/2011	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	BDM Biotechnologies, LLC
Street Address:	5342 Clark Road, PBM #186
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34233-3227
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78234473	ANTI MAX
Serial Number:	78232990	APPLE-MAX
Serial Number:	75807062	BIO-SHIELD
Serial Number:	78500322	BLACK-MAX
Serial Number:	75585802	BLUE-MAX
Serial Number:	75034061	CRAN-MAX
Serial Number:	78539435	CRAN-MAX SUPREME
Serial Number:	78223691	CRAN-PRO
Serial Number:	76028718	ELDER-MAX
Serial Number:	76188695	EYE-MAX
Serial Number:	78500329	GINGER-MAX
Serial Number:	78500327	GREEN-MAX

CORRESPONDENCE DATA

900182767

**TRADEMARK
 REEL: 004464 FRAME: 0725**

CH \$315.00 78234473

Fax Number: (954)761-8112
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (954) 761-7473
Email: dshowalter@gray-robinson.com
Correspondent Name: Donald S. Showalter
Address Line 1: 401 East Las Olas Boulevard
Address Line 2: Suite 1850
Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	490092.7
NAME OF SUBMITTER:	Donald S. Showalter
Signature:	/Donald S. Showalter/
Date:	01/31/2011

Total Attachments: 9
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QUIT CLAIM TRADEMARK ASSIGNMENT

WHEREAS, BDM Biotechnologies, LLC, a Florida limited liability company having its principal place of business at 5342 Clark Road, PBM #186, Sarasota, Florida 34233-3227 ("Assignee"), is desirous of acquiring all right, title and interest in, to and under the U.S. and foreign trademarks and applications for registration and registrations thereof listed in attached Schedule A (hereinafter the "Marks", the "Applications" and the "Registrations", respectively) and all goodwill of the business symbolized by the Marks;

WHEREAS, Douglas G. Mann, an individual who at the time of his death was unmarried and was a citizen of the United States and the State of Florida and resided at 570 Sawgrass Bridge Boulevard, Venice, Florida 34292-1435 ("Decedent") died in the State of Florida on or about June 7, 2009 claimed an interest in at least some of the Marks, Applications and/or Registrations;

WHEREAS, the sole heirs of Decedent are his daughter, the undersigned Nichole Marcia Mann, an individual citizen of the United States and the Commonwealth of Massachusetts, currently residing at 40 Bencliff Circle, Auburndale, Massachusetts, 02466, and his son, the undersigned Ryan Douglas Mann, an individual citizen of the United States and the State of New York, currently residing at 712 Ashland Ave. Apartment 3, Buffalo, N.Y. 14232;

WHEREAS Nichole Marcia Mann and Ryan Douglas Mann are each willing to assign to Assignee, its successors and assigns, the entirety of any and all right, title and interest in, to, and under the Marks, the Applications, the Registrations and the goodwill of the business symbolized by the Marks, as either of them may own and/or hold as of the Effective Date of this instrument;

NOW, THEREFORE, in consideration of the sum of ten U.S. Dollars (\$10.00) in hand paid to each of Nichole Marcia Mann and Ryan Douglas Mann, and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby acknowledged by Nichole Marcia Mann and Ryan Douglas Mann:

Nichole Marcia Mann, acting on behalf of herself, her heirs, executors, personal representatives, successors and assigns, covenants to, and does hereby, irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all right, title and interest, anywhere and/or everywhere in and/or throughout the entire world, which Assignor may own and/or hold in, to and/or under: (a) the Marks, (b) the Registrations, (c) the Applications, (d) any and all common law rights in, to and under the Marks, (e) all goodwill of the business

symbolized by the Marks, (f) any and all other registrations which may have issued, or may ever issue at any time, on any or all of the Applications, (g) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks, the Registrations, and/or the goodwill under the Marks, and (h) any and all claims or causes of action Assignor has or may have in connection with the Marks, the Registrations, the Applications and/or the aforementioned other registrations, including, but not limited to, the right to sue and recover damages, increased damages, costs, reasonable attorney's fees and/or any and all other legal and/or equitable relief based on or arising out of any and all infringements and/or past infringements of the Marks, the Registrations and/or any of said aforementioned other registrations, and (i) any and all other rights and/or interests of any kind whatsoever in, to and/or under the Marks, the Registrations, the Applications, said aforementioned other registrations and/or the goodwill of the business symbolized by the Marks, irrespective of whether such rights and/or interests may be vested or inchoate, present interests, or future interests or rights and/or interests of a legal, equitable and/or beneficial nature;

all of the foregoing to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as same would have been held and enjoyed by Nichole Marcia Mann, her heirs, executors, personal representatives, successors and assigns had the sale, assignment, transfer and conveyance effected by this instrument not been made.

Ryan Douglas Mann, acting on behalf of himself, his heirs, executors, personal representatives, successors and assigns, covenants to, and does hereby, irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all right, title and interest, anywhere and/or everywhere in and/or throughout the entire world, which Assignor may own and/or hold in, to and/or under: (a) the Marks, (b) the Registrations, (c) the Applications, (d) any and all common law rights in, to and under the Marks, (e) all goodwill of the business symbolized by the Marks, (f) any and all other registrations which may have issued, or may ever issue at any time, on any or all of the Applications, (g) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks, the Registrations, and/or the goodwill under the Marks, and (h) any and all claims or causes of action Assignor has or may have in connection with the Marks, the Registrations, the Applications and/or the aforementioned other registrations, including, but not limited to, the right to sue and recover damages, increased damages, costs, reasonable attorney's fees and/or any and all other legal and/or equitable relief based on or arising out of any and all infringements and/or

SCHEDULE A

U.S. Marks, Registrations and Applications

U.S. Reg. No.:	2,955,646
App. No.:	78/234,473
Reg. Date:	May 24, 2005
Mark:	ANTI-MAX
U.S. Reg. No.:	2,995,775
App. No.:	78/232,990
Reg. Date:	September 13, 2005
Mark:	APPLE-MAX
U.S. Reg. No.:	2,424,715
App. No.:	75/751,550
Reg. Date:	January 30, 2001
Mark:	BIL-MAX
U.S. Reg. No.:	2,466,558
App. No.:	75/807,062
Reg. Date:	July 3, 2001
Mark:	BIO-SHIELD
U.S. Reg. No.:	3,028,331
App. No.:	78/500,322
Reg. Date:	December 13, 2005
Mark:	BLACK-MAX
U.S. Reg. No.:	2,470,150
App. No.:	75/585,802
Reg. Date:	July 17, 2001
Mark:	BLUE-MAX
U.S. Reg. No.:	2,551,665
App. No.:	75/874,805
Reg. Date:	March 26, 2002
Mark:	CRAN-BLUE
U.S. Reg. No.:	2,285,760
App. No.:	75/034,061
Reg. Date:	October 12, 1999
Mark:	CRAN-MAX

U.S. Reg. No.: 3,149,839
App. No.: 78/539,435
Reg. Date: September 26, 2006
Mark: CRAN-MAX SUPREME

U.S. Reg. No.: 2,306,423
App. No.: 75/322,877
Reg. Date: January 4, 2000
Mark: CRAN-OXY

U.S. Reg. No.: 2,726,319
App. No.: 76/109,758
Reg. Date: June 17, 2003
Mark: CRAN-PLUS

U.S. Reg. No.: 2,978,586
App. No.: 78/223,691
Reg. Date: July 26, 2005
Mark: CRAN-PRO

U.S. Reg. No.: 2,540,665
App. No.: 75/037,754
Reg. Date: February 19, 2002
Mark: CRANOGENOL

U.S. Reg. No.: 2,684,039
App. No.: 75/748,365
Reg. Date: February 4, 2003
Mark: CRAN SELECT

U.S. Reg. No.: 2,568,229
App. No.: 76/028,718
Reg. Date: May 7, 2002
Mark: ELDER-MAX

U.S. Reg. No.: 2,646,859
App. No.: 76/188,695
Reg. Date: November 5, 2002
Mark: EYE-MAX

U.S. Reg. No.: 3,004,513
App. No.: 78/500,329
Reg. Date: October 4, 2005
Mark: GINGER-MAX

U.S. Reg. No. : 2,998,320
App. No.: 78/500,327
Reg. Date: September 20, 2005
Mark: GREEN-MAX

U.S. Reg. No.: 2,398,806
App. No.: 75/692,537
Reg. Date: October 24, 2000
Mark: Miscellaneous Design

U.S. Reg. No.: 2,500,736
App. No.: 75/641,536
Reg. Date: October 23, 2001
Mark: SAW-MAX

U.S. App. No.: 78/348,312
Filing Date: January 1, 2004
Mark: AMAZON RAIN

U.S. App. No.: 78/460,357
Filing Date: August 2, 2004
Mark: APURA

U.S. App. No.: 78/964,599
Filing Date: August 31, 2006
Mark: BERRY-MAX

U.S. App. No.: 78/407,836
Filing Date: April 26, 2004
Mark: BIO-NUTRA

U.S. App. No.: 78/112,383
Filing Date: March 4, 2002
Mark: BIOSHIELD THE PROTECTOR (and Design)

U.S. App. No.: 75/759,675
Filing Date: July 26, 1999
Mark: BLACK-MAX

U.S. App. No.: 78/263,015
Filing Date: June 16, 2003
Mark: CHERRYMAX

U.S. App. No.: 77/269,929
Filing Date: August 31, 2007
Mark: CRAN-CHEW

U.S. App. No.: 75/759,676
Filing Date: July 26, 1999
Mark: CRAN-VESCENCE

U.S. App. No.: 76/028,717
Filing Date: April 18, 2000
Mark: CURINE

U.S. App. No.: 78/089,731
Filing Date: October 23, 2001
Mark: DE-THRAX

U.S. App. No.: 78/212,547
Filing Date: February 8, 2003
Mark: FRUIT-MAX

U.S. App. No.: 78/232,997
Filing Date: April 2, 2003
Mark: GRAPE-MAX

U.S. App. No.: 78/106,687
Filing Date: February 4, 2002
Mark: M.O.E.T.

U.S. App. No.: 77/019,431
Filing Date: October 12, 2006
Mark: NANO-C

U.S. App. No.: 78/363,002
Filing Date: February 5, 2004
Mark: OCEAN MIST

U.S. App. No.: 75/759,674
Filing Date: July 26, 1999
Mark: PURPLE-MAX

U.S. App. No.: 77/186,815
Filing Date: May 22, 2007
Mark: RAZZ-MAX

U.S. App. No.: 75/585,803
Filing Date: November 10, 1998
Mark: RED-MAX

U.S. App. No.: 77/056,920
Filing Date: December 5, 2006
Mark: SMART TIMBER

Foreign Marks, Registrations and Applications:

Australian Reg. No.: 977379
Reg. Date: September 17, 2004
Mark: CRANMAX (Stylized)

Australian Reg. No. 980476
Reg. Date: September 17, 2004
Mark: CRANMAX CRANBERRY EXTRACT (Stylized and Design)

Canadian Reg. No.: TMA680521
Reg. Date: January 26, 2007
Mark: CRAN-MAX

European Community (CTM)
Reg. No.: 005320874
Reg. Date: June 4, 2009
Mark: ANTI-MAX

European Community (CTM)
Reg. No.: 002220523
Reg. Date: August 23, 2002
Mark: BIO-SHIELD

European Community (CTM)
Reg. No.: 002082352
Reg. Date: April 10, 2002
Mark: CRAN-MAX

Indonesian Reg. No. IDM000166090
Reg. Date: June 24, 2008
Mark: CRAN-MAX

Japanese Reg. No. 4552679
Reg. Date: March 15, 2002
Mark: CRAN-MAX

Singapore Reg. No. T0621812F
Reg. Date: October 16, 2006
Mark: CRAN-MAX

Switzerland Reg. No. 554356
Reg. Date: October 18, 2006
Mark: CRAN-MAX

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