

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
Roex, Inc.		01/14/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	OWS Products, LLC
Street Address:	16841 Armstrong Avenue
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92606
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85154082	NUTRIGEM
Serial Number:	85156364	FIGURE THIS
Registration Number:	2090901	ROEX
Registration Number:	2164412	IMMORTAL TWINS
Registration Number:	2178567	IMMORTALE
Registration Number:	2246709	CITRIGENICS
Registration Number:	2256978	THE ULTIMATE CALCIUM MINERAL FORMULA
Registration Number:	2376150	MOTHER'S GIFT
Registration Number:	2472470	LIVALON
Registration Number:	2474511	HURRICANE
Registration Number:	2483303	DIGESTIVE BALANCE
Registration Number:	2539120	ADVANCED MEN'S FORMULA
Registration Number:	2657320	COLON ESSENTIALS
Registration Number:	2713479	PC-95

OP \$990.00 85154082

Registration Number:	2719422	PC 95
Registration Number:	2745274	SCIENTIFICALLY ENGINEERED FOR THE HUMAN BODY
Registration Number:	2778887	WOW
Registration Number:	2795983	ROEX
Registration Number:	2996049	WHEY BETTER
Registration Number:	3086304	FP-63
Registration Number:	3099410	ROEX
Registration Number:	3152267	FOR YOUR EYES ONLY
Registration Number:	3263234	ROEX FIBER BLEND
Registration Number:	3339743	SEA FIBER
Registration Number:	3365721	ROEX OPTIMA-100
Registration Number:	3381257	PC-95
Registration Number:	3419422	LIGHTS OUT
Registration Number:	3443771	COLON ESSENTIALS
Registration Number:	2835724	ROEX
Registration Number:	2854987	"START YOUR DAY THE ROEX WHEY!"
Registration Number:	3477817	EURO-C
Registration Number:	3477859	THE BIBLICAL SOLUTION
Registration Number:	3481985	NUTRISEEDS
Registration Number:	3496943	BIG BLUE
Registration Number:	3650171	SUPER MELTS
Registration Number:	3754315	PRO-BIOTICS FOR LIFE
Registration Number:	3755792	SMART MIND
Registration Number:	3846008	THE EDUCATED CHOICE IN NUTRITION
Registration Number:	3866782	NATURAL COLLAGEN II PLUS

CORRESPONDENCE DATA

Fax Number: (619)696-7124
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 619 696 6700
Email: ipdocket@gordonrees.com
Correspondent Name: Susan B. Meyer - Gordon & Rees LLP
Address Line 1: 101 West Broadway, 16th Floor
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	OWSP 1069156
NAME OF SUBMITTER:	Susan B. Meyer

/Susan B. Meyer/

Date:

06/10/2011

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of January 14, 2011, by Roex, Inc., a California corporation ("Debtor"), and PCG Consultants, Inc., a California corporation ("Assignor"), solely in its capacity as the assignee for the benefit of the creditors of Debtor, in favor of OWS Products, LLC, a California limited liability company ("Assignee")

RECITALS

- A. Debtor is the registered owner of all right, title and interest in, to and under certain trademarks, including, without limitation, those listed on Schedule A hereto (the "Trademarks").
- B. On January 14, 2011, prior to the execution of this Agreement, Debtor assigned to Assignor all of its assets for the benefit of creditors pursuant to a General Assignment.
- C. Assignor has agreed in the Asset Purchase Agreement, dated January 14, 2011, (the "Purchase Agreement") among Assignor, Assignee and Debtor, to sell assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks.
- D. Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.
- E. Terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment to Assignor. Debtor hereby sells, assigns, transfers, conveys and delivers to Assignor all the right, title and interest of Debtor in, to and under:
- a. the Trademarks;
 - b. the goodwill of the Business associated with the use of the Trademarks;
 - c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Purchase Agreement); and
 - d. all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignor for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Debtor had this assignment and sale not been made.

2. **Assignment to Assignee.** Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- a. the Trademarks;
- b. the goodwill of the Business associated with the use of the Trademarks;
- c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Purchase Agreement); and
- d. all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignor for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Debtor had this assignment and sale not been made.

3. **Transfer.** Debtor and Assignor hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

4. **Further Assurances.** Debtor and Assignor ^{TGP} ~~covent~~ ^{COVENANT} and agree with Assignee that Debtor and Assignor will execute and deliver to Assignee, without additional consideration, all such further instruments and take, or cause to be taken, such other actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

5. **Representations, Warranties and Indemnities.** Neither Debtor, Assignor nor Assignee make any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of Debtor, Assignor or Assignee under the indemnification provisions set forth in the Purchase Agreement.

6. **Severability.** The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

7. **Applicable Law.** This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of California applicable to contracts made in that State.

8. **Binding Effect; Benefit.** This Assignment shall be for the benefit of and be binding upon the parties thereto, and their successors and permitted assignees. Nothing in this Assignment, express or implied, shall confer on any Person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Assignment, including third-party beneficiary rights.

9. **Amendments.** This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

10. **Notices.** All notices hereunder shall be given as set forth in the Purchase Agreement.

11. **Headings.** The headings contained in this Assignment or for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

12. **Purchase Agreement Provisions.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

DEBTOR:

ROEX, INC.,
A California corporation

By: 
Rodney H. Burreson

Its: President & CEO

ASSIGNOR:

PCG CONSULTANTS, INC.
A California corporation, as Assignee for the
Benefit of Creditors of Roex, Inc.

By: 
Ted Phelps

Schedule A

EXHIBIT A

MARK	SERIAL NO. FILING DATE
NutriGem Class 3 for cosmetics	85/154,082 October 15, 2010
Figure This Class 5 for dietary supplements	85/156,364 October 19, 2010

REGISTERED TRADEMARKS

MARK	REG. NO. (Serial No.) DATE ISSUED
ROEX Class 5 for nutritional supplements	2,090,901 August 26, 1997 (75114471)
IMMORTAL TWINS Class 5 for nutritional supplements	2,164,412 June 9, 1998 (75075977)
IMMORTALE Class 5 for dietary supplements	2,178,567 August 4, 1998 (75334290)
CITRIGENICS Class 5 for nutritional supplements	2,246,709 May 18, 1999 (75379186)
THE ULTIMATE CALCIUM MINERAL FORMULA Class 5 for calcium mineral dietary and nutritional supplements	2,256,978 June 29, 1999 (75466452)
MOTHER'S GIFT Class 5 for Dietary and Nutritional Supplements	2,376,150 August 8, 2000 (75645054)
LIVALON Class 5 for Dietary and Nutritional Supplements	2,472,470 July 24, 2001 (78/005,610)

MARK	REG. NO. (Serial No.) DATE ISSUED
HURRICANE Class 5 for Dietary and Nutritional Supplements	2,474,511 July 31, 2001 (75/905,507)
DIGESTIVE BALANCE Class 5 for Dietary and nutritional supplements to assist the body in the breakdown and assimilation of proteins, carbohydrates, fats, starches, and dairy products; dietary and nutritional supplements to aid digestion; dietary and nutritional supplements to freshen the breath; and dietary and nutritional supplements to aid in the prevention of cavities and tooth decay	2,483,303 August 28, 2001 (75/740,570)
ADVANCED MEN'S FORMULA Class 5 for dietary and nutritional supplements	2,539,120 February 19, 2002 (75/895,325)
COLON ESSENTIALS Class 5 for Dietary and Nutritional Supplements	2,657,320 December 3, 2002 (75/950,785)
PC-95 Class 5 for Dietary and nutritional supplements	2,713,479 May 6, 2003 (78017510)
PC 95 Class 3 for Non-medicated skin care preparations to protect the skin from the harmful effects of wind, sun and environmental pollution; non-medicated anti-aging skin creams; non-medicated skin care preparations for use in moisturizing, conditioning, smoothing, softening; non-medicated anti-wrinkle skin creams; non-medicated skin creams to promote skin elasticity; non-medicated skin creams applied to the skin to minimize the appearance of fine lines and wrinkles; non-medicated skin creams applied to the skin to relieve dryness, chapping and chafing; and non-medicated skin creams applied to the skin to reduce the appearance of scars and stretch marks	2,719,422 May 27, 2003 (78120901)
SCIENTIFICALLY ENGINEERED FOR THE HUMAN BODY Class 5 for Dietary and nutritional supplements, meal replacement drinks, meal replacement powders, meal replacement and dietary supplement drink mixes	2,745,274 July 29, 2003 (78121874)
WOW Class 5 for nutritional supplements	2,778,887 November 4, 2003 (76092992)
ROEX Class 3 for Nonmedicated skin preparations to protect the skin from the harmful effects of wind, sun and environmental pollution; non-medicated anti-aging skin creams; non-medicated skin care - moisturizing, conditioning, smoothing and softening preparations; non-medicated anti-	2,795,983 December 16, 2003 (78039257)

MARK	REG. NO. (Serial No.) DATE ISSUED
WHEY BETTER Class 5 for Dietary and nutritional supplements, dietary and nutritional supplement drink mixes, dietary and nutritional supplements drinks, and meal replacement drinks and drink mixes Class 29 for Protein based snack bars, drink mixes and drinks; and whey-based snack bars, drink mixes and drinks	2,996,049 September 13, 2005 (78/389,523)
FP-63 Class 5 for Dietary and nutritional supplements, meal replacement drinks, meal replacement powders, meal replacement and dietary supplements drink mixes	3,086,304 April 25, 2006 (78/378,069)
ROEX Class 29 for Protein based snack bars; whey based snack bars	3,099,410 May 30, 2006 (78/571,655)
FOR YOUR EYES ONLY Class 5 for Dietary supplements	3,152,267 October 3, 2006 (78/663,267)
ROEX FIBER BLEND Class 5 for Dietary and nutritional supplements; Food supplements; Meal replacement and dietary supplement drink mixes; Nutritional supplements; Powdered nutritional supplement drink mix	3,263,234 July 10, 2007 (78906408)
SEA FIBER Class 5 for Dietary food supplements; Nutritional supplements	3,339,743 November 20, 2007 (78913734)
ROEX OPTIMA-100 Class 5 for Dietary and nutritional supplements; Dietary food supplements; Food supplements; Nutritional supplements	3,365,721 January 8, 2008 (78816530)
PC-95 Class 5 for Nutritionally fortified beverages; Vitamin fortified beverages Class 32 for Energy drinks; Sports drinks; Fruit-flavored beverages	3,381,257 February 12, 2008 (77207280)
LIGHTS OUT Class 5 for Dietary supplements	3,419,422 April 29, 2008 (77118991)
COLON ESSENTIALS Class 5 for Dietary supplements	3,443,771 June 10, 2008 (77139026)

MARK	REG. NO. (Serial No.) DATE ISSUED
<p>wrinkle creams; non-medicated creams to promote skin elasticity; non-medicated creams applied to the skin to minimize the appearance of fine lines and wrinkles; non-medicated creams applied to the skin to relieve dryness, chapping and chafing; and non-medicated creams applied to the skin to reduce the appearance of scars and stretch marks</p>	
<p>ROEX</p> <p>Class 9 for Prerecorded videotapes, audio cassettes and compact discs in the fields of health, nutrition, exercise, healthy lifestyles, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails</p> <p>Class 16 for Newsletters, brochures, a series of non-fiction books and informational sheets in the fields of health, nutrition, exercise, healthy lifestyles, fitness, nutrition, over-the-counter pharmaceuticals, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails</p> <p>Class 35 for Computerized on-line retail services and buying clubs in the fields of dietary and nutritional supplements, water distilling apparatus, over-the-counter pharmaceuticals, memberships in a buying club for discounts in the purchase of dietary and nutritional supplements and over-the-counter pharmaceuticals, prerecorded videotapes, audio cassettes and compact discs in the fields of health, nutrition, exercise, healthy lifestyles, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails; and a series of non-fiction books and informational sheets in the fields of health, nutrition, exercise, healthy lifestyles, nutrition, fitness, over-the-counter pharmaceuticals, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails</p> <p>Class 41 for Educational services, namely, arranging and conducting classes and seminars in the fields of health, nutrition, exercise, healthy lifestyles, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails; entertainment services in the nature of on-going radio and television informational programs in the field of health, nutrition, exercise, healthy lifestyles, dietary supplementation, diet, weight loss and weight management, behavioral modification, emotional well-being, and care of the skin, hair and nails</p>	<p>2,835,724 April 27, 2004</p> <p>(76127042)</p>
<p>"START YOUR DAY THE ROEX WHEY!"</p> <p>Class 5 for Dietary and nutritional supplements, meal replacement drinks, meal replacement powders, meal replacement and dietary supplement drink mixes</p>	<p>2,854,987 June 15, 2004</p> <p>(78126093)</p>

MARK	REG. NO. (Serial No.) DATE ISSUED
EURO-C Class 5 for dietary supplements	3,477,817 July 29, 2008 (77267628)
THE BIBLICAL SOLUTION Class 5 for dietary supplements	3,477,859 July 29, 2008 (77314843)
NUTRISEEDS Class 5 for dietary supplements	3,481,985 August 5, 2008 (77335804)
BIG BLUE Class 5 for dietary and nutritional supplements	3,496,943 September 2, 2008 (78230202)
SUPER MELTS Class 5 for Dietary and nutritional supplements; Herbal supplements; Nutritional supplements; Vitamin and mineral supplements	3,650,171 July 7, 2009 (77607695)
PRO-BIOTICS FOR LIFE Class 5 for nutritional supplements	3,754,315 March 2, 2010 (77782617)
SMART MIND Class 5 for Dietary and nutritional supplements; Herbal supplements; Nutritional supplements; Vitamin and mineral supplements	3,755,792 March 2, 2010 (77607262)
THE EDUCATED CHOICE IN NUTRITION Class 5 for Dietary, nutritional supplements featuring collagen	3,846,008 Sept. 7, 2010
NATURAL COLLAGEN II PLUS Class 5 for Dietary, nutritional supplements featuring collagen	3,866,782 October 26, 2010 (77934457)