

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ganeden Biotech, Inc.		06/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Schiff Nutrition Group, Inc.		
Street Address:	2002 South 5070 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85151721	BC30	
Registration Number:	3591766	GANEDENBC30	
Serial Number:	77677109	GANEDEN BC30 PROBIOTIC POWERED BY DIGESTIVE & IMMUNE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com, ckahn@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	32771-010/CK9		
NAME OF SUBMITTER:	Matthew J. Kuykendall		

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REEL: 004586 FRAME: 0110

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Signature:	/matt kuykendall/
Date:	07/19/2011
Total Attachments: 6 source=Trademark License#page1.tif source=Trademark License#page2.tif source=Trademark License#page3.tif source=Trademark License#page4.tif source=Trademark License#page5.tif source=Trademark License#page6.tif	

EXHIBIT 12.6(b)-2

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “**Agreement**”) is made and entered into as of the 1st day of June, 2011 (“**Effective Date**”) by and between Ganeden Biotech, Inc., a Delaware corporation, having its principal place of business at 5915 Landerbrook Dr, Suite #304, Mayfield Heights, OH 44124 (“**Licensor**”) and Schiff Nutrition Group, Inc., a Utah corporation having its principal place of business at 2002 South 5070 West, Salt Lake City, Utah 84104 (“**Licensee**”).

RECITALS

WHEREAS, Licensor has adopted or is the owner of the marks listed on **Exhibit A** (the “**Licensed Trademarks**”);

WHEREAS, Licensor is the owner of certain registrations for and applications to register the Licensed Trademarks, as also listed on **Exhibit A**;

WHEREAS, Licensor wishes to grant to Licensee the license to use the Licensed Trademarks in connection with the research, development, sale, offer for sale, marketing, advertising, promotion or other commercialization of any and all strains of bacteria or bacterial spores, including, without limitation, *Bacillus coagulans*, the delivery (through any means or modality) of a living or dormant population of which is intended to confer a health benefit to, or otherwise used or administered in connection with the prophylaxis, cure, reduction, mitigation, prevention, slowing or halting the progress of, or management of a disease or health condition which Licensor or any of its affiliates has or has had, whether direct, indirect or beneficial, at any time in the past, present or future, any physical or other possession or control over or has any intellectual property right or other right with respect to (whether by ownership, license or other authorization), including any right to access, use or otherwise exploit the same, whether for commercial or other purposes (collectively, a “**Probiotic**”) or any and all bulk and finished preparations (including any and all formulations, forms and dosage strengths) of a Probiotic or a product containing a Probiotic as one of or its main active ingredient (collectively, the “**Licensed Goods and Services**”) for use as a dietary supplement (as defined in the U.S. Dietary Supplement Health and Education Act of 1994) for human consumption or human use over-the-counter without a prescription or otherwise in the vitamins, minerals and supplements market (including foods or beverages marketed as supplements) (the “**Licensed Field of Use**”) on the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations contained herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Grant and Type of License

1.1 Grant of License. Subject to the terms and conditions of this Agreement, Licensors grants to Licensee and Licensee accepts an exclusive, worldwide license to use the Licensed Trademarks, solely for the purposes in connection with the advertising, marketing, sale and rendering of Licensed Goods and Services in the Licensed Field of Use. The licenses granted by Licensors to Licensee herein are made pursuant to that certain Intellectual Property License Agreement by and between Licensors and Licensee dated as of June 1 and entered into concurrently herewith (the “Intellectual Property License Agreement”) and subject to certain terms and conditions as set forth therein, including without limitation an obligation of Licensors to assign the Licensed Trademarks to Licensee upon the occurrence of certain events as set forth therein and an obligation of Licensee to assign the Licensed Patents back to Licensors upon the occurrence of certain events as set forth therein.

1.2 Type of License. Under Japanese Law, this Agreement grants a “tsujyo shiyouken” trademark license.

2. Quality Control and Use of Licensed Trademarks

2.1 Quality Control. Licensors shall have the right to monitor the quality of all products and services associated with the Licensed Trademarks licensed under this Agreement, and Licensee shall assist the Licensors in monitoring such quality by providing to Licensors samples of such uses upon Licensors’s reasonable request. Licensors shall have the right to make reasonable objections to any such use on the grounds that Licensors believes that such use by the Licensee will be damaging to or dilutive of the value of, or reputation associated with, such Licensed Trademark. Licensee shall undertake such other steps as the Licensors may reasonably request to assist the Licensors in monitoring the quality of the products and services provided by the Licensors under the Licensed Trademark. The Licensors has the right to take all action that it deems necessary to ensure that the Licensee’s activities under, and uses of, the Licensed Trademark are consistent with the reputation for quality and prestige of products and services associated with the Licensed Trademark.

2.2 Goodwill and Reputation. To protect the goodwill and reputation associated with the Licensed Trademarks, Licensee covenants, represents and warrants that its use of the Licensed Trademarks will comply with all applicable laws and regulations and will in no manner reflect adversely upon the goodwill and reputation associated with the Licensors and the Licensed Trademarks. Licensee’s use and goodwill of the Licensed Trademarks in jurisdictions in which the Licensors has applied to register or has registered such Licensed Trademarks shall inure to the benefit of the Licensors.

3. Ownership

3.1 Ownership of Licensed Trademarks. Licensee acknowledges that it has no interest in the Licensed Trademarks in jurisdictions in which Licensors has applied to register or has registered the Licensed Trademarks. Licensee further acknowledges that other than the licenses granted under this Agreement that Licensors will remain the sole and exclusive owner of all right, title and interest in the Licensed Trademarks in jurisdictions in which Licensors has applied to register or has registered the Licensed Trademarks.

4. Term and Termination

4.1 Term. The term of this Agreement will begin on the Effective Date and continue until terminated pursuant to the terms of the Intellectual Property License Agreement between Licensor and Licensee dated June 1, 2011.

4.2 Effect of Termination. In the event of any termination or expiration of this Agreement, Licensee shall discontinue immediately use of the Licensed Trademarks.

5. Miscellaneous

5.1 Subject to Intellectual Property License. This Agreement is not intended to grant any further rights to Licensee than those rights granted to Licensee in the Intellectual Property License Agreement. In the event of a conflict between this Agreement and the Intellectual Property License Agreement, including without limitation with respect to the definitions set forth in the recitals, the Intellectual Property License Agreement shall control.

5.2 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement.

5.3 Governing Law and Jurisdiction. This Agreement will be governed by and be construed in accordance with the Laws of the State of Delaware, without regard however to the conflicts of laws principles thereof. In the event any litigation is commenced as a result of this Agreement, the Parties expressly consent and agree to the exclusive jurisdiction and venue of the State and Federal courts located in New Castle County, Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

GANEDEN BIOTECH, INC.

By: _____

Print Name: _____

Title: _____

LICENSEE:

SCHIFF NUTRITION GROUP, INC.

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

GANEDEN BIOTECH, INC.

By: _____

Print Name: _____

Title: _____

LICENSEE:

SCHIFF NUTRITION GROUP, INC.

By: Tarong P. Amin

Print Name: Tarong P. Amin

Title: President & CEO

EXHIBIT A

MARK	COUNTRY	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER
BC30	USA	Pending	85151721	
GANEDENBC30	USA	Registered	77042242	3591766
GANEDENBC30	European Union	Registered	005850797	005850797
GANEDENBC30	Canada	Allowed	1344712	
GANEDENBC30	Mexico	Registered	853437	1008525
GANEDENBC30	Japan	Registered	2007047135	5185469
GANEDEN BC30 PROBIOTIC POWERED BY DIGESTIVE & IMMUNE HEALTH & DESIGN	USA	Allowed	77677109	
GANEDEN BC30 PROBIOTIC POWERED BY DIGESTIVE & IMMUNE HEALTH & DESIGN	Canada	Pending	1449047	