

TRADEMARK ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WARNER PHARMACEUTICAL, INC. | | 08/01/2011 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | TUONG NGUYEN | | |
| Street Address: | 10132 TYLER CT. | | |
| City: | WESTMINSTER | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92683 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2915554 | HEALTHY AMERICA DIETARY SUPPLEMENTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)531-7194 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 714-352-7488 | | |
| Email: | TRADEMARK@DRMRESOURCES.COM | | |
| Correspondent Name: | TUONG NGUYEN | | |
| Address Line 1: | 10132 TYLER CT. | | |
| Address Line 4: | WESTMINSTER, CALIFORNIA 92683 | | |
| NAME OF SUBMITTER: | TUONG NGUYEN | | |
| Signature: | /TUONG NGUYEN/ | | |
| Date: | 08/01/2011 | | |
| Total Attachments: 2 source=TRADEMARK PURCHASE AGREEMENT#page1.tif source=TRADEMARK PURCHASE AGREEMENT#page2.tif | | | |

OP \$40.00 2915554

TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (the "Agreement") is made as of July ____, 2011, between Warner Pharmaceutical, Inc. ("Warner"), a California corporation, and Tuong Nguyen ("Nguyen"), an individual.

RECITALS

WHEREAS, Warner is the owner of the trademark registration number 2915554 (Healthy America Dietary Supplements) listed on Exhibit A (the "Trademark Registration").

WHEREAS, Warner has wound down and dissolved its corporate entity.

WHEREAS, Nguyen wishes to acquire the rights in the trademark referred to in the Trademark Registration, and Warner wishes to sell such rights to Nguyen on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the payment of the purchase price by Nguyen to Warner and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Warner and Nguyen hereby agree as follows:

1. **SELL/TRANSFER.** Warner hereby sells, conveys, and transfers to Nguyen Warner's entire right, title and interest in and to the Trademark Registration and the trademark referred to in the Trademark Registration, together with all goodwill associated therewith, for use and registration by Nguyen exclusively, everywhere, and without restrictions or limitations, and all other rights in and to the trademark referred to in the Trademark Registration.
2. **PURCHASE PRICE.** The purchase price for the trademark referred to in the Trademark Registration is \$1.00.
3. **COVENANTS AND WARRANTIES.** Warner covenants and agrees that it will not contest Nguyen's full and complete ownership of the trademark referred to in the Trademark Registration for any product, including the rights to use, license the use of and/or register the transferred trademark. Warner further covenants that it will not manufacture, advertise, market or sell any products bearing the Trademark Registration.

Warner warrants and represents that as of the effective date of this Agreement, Warner is a dissolved corporation winding down its business, and has the full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. To the best of Warner's knowledge, it is the owner of all right, title and interest in the Trademark Registration and the Trademark Registrations are valid and in good standing, and that there is no outstanding indebtedness incurred by

Warner for which a valid lien or other security interest could be filed against the Trademark Registration in the respective trademark registries.

4. MISCELLANEOUS.

- a. This Agreement shall be governed by the laws of the State of California.
- b. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement.
- c. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter.
- d. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.
- e. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

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

WARNER PHARMACEUTICAL, INC.

TUONG NGUYEN



By: Hong Van Nguyen
President

