

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
iChange Network, Inc.		04/11/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HERBALIFE INTERNATIONAL, INC.		
Street Address:	800 WEST OLYMPIC BOULEVARD		
Internal Address:	SUITE 406		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90015		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3755620	CHANGEREcipe	
Registration Number:	3755570	iCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(323)934-0202		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	323-934-2300		
Email:	dkeefe@la.ladas.com		
Correspondent Name:	ELIZABETH A. LINFORD		
Address Line 1:	5670 WILSHIRE BOULEVARD		
Address Line 2:	SUITE 2100		
Address Line 4:	LOS ANGELES, CALIFORNIA 90036-5679		
ATTORNEY DOCKET NUMBER:	ASGN11/0010 - DCK		
NAME OF SUBMITTER:	ELIZABETH A. LINFORD		
Signature:	/ELIZABETH A. LINFORD/		

OP \$65.00 3755620

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TRADEMARK
REEL: 004601 FRAME: 0763

Date:

08/10/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of April 11, 2011, by and between iChange Network, Inc., a California corporation with its principal place of business at 101 E. Green Street, Suite 1, Pasadena, CA 91105 ("Assignor"), and Herbalife International, Inc., a Nevada corporation with its principal place of business at 800 West Olympic Boulevard Suite 406, Los Angeles, CA 90015 ("Assignee").

WHEREAS, Assignor owns the trademarks (the "Marks") and U.S. trademark applications and registrations (collectively "Registrations") identified in Schedule A attached hereto;

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Registrations, and Assignee desires to accept such assignment;

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, and the Registrations to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

4. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or

extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor:

ICHANGE NETWORK, INC.



Name: Stuart MacFarlane

Title: Chairman of the Board

Date: April 11, 2011

Assignee:

HERBALIFE INTERNATIONAL, INC.



Name:

Title:

Date: April __, 2011

(Signature Page to Trademark Assignment)

extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor:

ICHANGE NETWORK, INC.

Assignee:

HERBALIFE INTERNATIONAL, INC.

Name: Stuart MacFarlane

Title: Chairman of the Board

Date: April __, 2011



Name: Michael O. Johnson

Title: Chief Executive Officer

Date: April 11, 2011

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 004601 FRAME: 0767

SCHEDULE A

Reg./Serial No.	Reg./Filing Date	Mark	Status
77542118	August 8, 2008	ICHANGE NETWORK	Statement of Use due 06/16/2011
3755620	March 2, 2010	ICHANGE RECIPE	Registered
3755570	March 2, 2010	ICHANGE	Registered