

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
FORBES MEDI-TECH INC.		08/26/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Pharmachem Laboratories, Inc.		
Street Address:	265 Harrison Avenue		
City:	Kearny		
State/Country:	NEW JERSEY		
Postal Code:	07032		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2658069	FORBES MEDI-TECH	
Registration Number:	3979882	FORBES MEDI-TECH INC.	
Registration Number:	3184453	REDUCOL R	
Registration Number:	2870363	REDUCOL	
Registration Number:	3250377	VIVOLA	
CORRESPONDENCE DATA			
Fax Number:	(248)358-3351		
Phone:	2483584400		
Email:	rlederman@brookskushman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center		
Address Line 2:	22nd floor		
Address Line 4:	Southfield, MICHIGAN 48075		

CH \$140.00 2658069

ATTORNEY DOCKET NUMBER:	MCTL0101TUS
NAME OF SUBMITTER:	Robyn S. Lederman, Attorney of record
Signature:	/rlederman/
Date:	09/27/2011
Total Attachments: 8 source=Forbes to Pharmachem_001#page1.tif source=Forbes to Pharmachem_001#page2.tif source=Forbes to Pharmachem_001#page3.tif source=Forbes to Pharmachem_001#page4.tif source=Forbes to Pharmachem_001#page5.tif source=Forbes to Pharmachem_001#page6.tif source=Forbes to Pharmachem_001#page7.tif source=Forbes to Pharmachem_001#page8.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made as of August 26, 2010 by Forbes Medi-Tech Inc., a corporation organized under the British Columbia Business Corporations Act ("**Assignor**"), in favor of Pharmachem Laboratories, Inc., a New Jersey corporation ("**Assignee**").

RECITALS

- A. Assignor owns certain trademarks and service marks identified in **Schedule A** (collectively, the "**Marks**") and the applications and registrations listed in **Schedule A**.
- B. In connection with the Asset Purchase Agreement, dated as of August 20, 2010, by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignor desires to transfer to Assignee all Assignor's right, title and interest in, to, and under said Marks, together with the goodwill associated with said Marks, and all Assignor's rights under said trademarks and service mark applications, registrations, and renewals related thereto.
- C. Capitalized terms used without definition in this Assignment will have the same meanings ascribed to such terms in the Purchase Agreement.

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

1. **Transfer of Rights by Assignor.** Assignor hereby assigns, transfers and conveys to Assignee, its successors, transferees and assignees, all of Assignor's right, title and interest, including, without limitation, common law rights, in Canada, the United States and all other jurisdictions worldwide in and to each of the Marks, applications and registrations together with the goodwill of the business symbolized by the Marks and that portion of the business which is ongoing and existing to which the Marks pertain, and further including all claims for damages by reason of past, present and/or future infringement of the Marks, applications and registrations, with the right to sue for, and collect, the same for Assignee's own use and benefit.

2. **Further Assurances.** Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, but at Assignee's expense, at any time and from time to time after the date hereof, to the extent provided in Section 6.6 of the Purchase Agreement it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of any such rights. Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute such documents on its behalf.

3. **Effect of Agreement.** To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of Assignor or Assignee contained in the Purchase Agreement.

[Signature Page Next]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date first written above.




FORBES MEDI-TECH INC.


By: 

Charles Butt
President and Chief Executive Officer

[Signature Page to Mark Assignment]


SCHEDULE A


TRADE MARK	COUNTRY	CLASSES	FILING DATE	APPLICATION NO.	GRANT DATE OR REGISTRATION DATE	REGISTRATION NO.
1. 						
	EUROPEAN UNION (CTM)	05,29,30,32	12/08/2006	5,538,467	11/07/2007	5,538,467
2. FORBES MEDI-TECH						
	UNITED STATES	42	12/12/2000	76/179,895	12/10/2002	2,658,069
3. 						
	CANADA	W & S	10/23/2006	1,321,240	07/23/2010	TMA772,913
	EUROPEAN UNION (CTM)	05,29,30,32,42	12/08/2006	5,538,798	11/22/2007	5,538,798
	UNITED STATES	05,29,30,32,42	11/27/2006	77/050,888		
4. 						
	AUSTRALIA	05,42	12/17/2001	898355	05/29/2002	898355
5. REDUCHOL						
	AUSTRALIA	05	09/26/1989	520039	11/22/1991	520039
	IRELAND	05	10/06/1989	5456/89	10/06/1989	136021
	JAPAN	05	09/18/2001	2001/84569	02/21/2003	4647593
	NEW ZEALAND	05	09/25/1989	196342	04/19/1993	196342
	NIGERIA	05	10/26/1989	7118	10/20/1995	51963
	SINGAPORE	05	09/27/1989	T89/06345 A	09/27/1989	T89/06345A
	UNITED KINGDOM	05	10/03/1989	1400564	02/22/1991	1400564
6. REDUCOL						
	AUSTRIA	05	01/10/1990	548975A	04/03/1990	548975A
	BENELUX	05	01/10/1990	548975A	04/03/1990	548975A

TRADE-MARK	COUNTRY	CLASSES	FILED DATE	APPLICA-TION NO.	GRANT DATE OR REGISTRA-TION DATE	REGISTRA-TION NO.
	EL SALVADOR	05			11/24/1993	195/20
	EUROPEAN UNION (CTM)	05,29,30,32	12/15/1999	1424720	11/18/2003	1424720
	EUROPEAN UNION (CTM)	29	09/22/2006	5331723	07/20/2007	5331723
	FRANCE	05	01/10/1990	548975A	04/03/1990	548975A
	ITALY	05	01/10/1990	548975A	04/03/1990	548975A
	LIECHTENSTEIN	05	01/10/1990	548975A	04/03/1990	548975A
	MONACO	05	01/10/1990	548975A	04/03/1990	548975A
	MOROCCO	05	01/10/1990	548975A	04/03/1990	548975A
	PARAGUAY	5	10/27/2009	939117		
	PARAGUAY	29	10/27/2009	939118		
	PARAGUAY	30	10/27/2009	939120		
	PARAGUAY	32	10/27/2009	939119		
	PHILIPPINES	05,29,30,32	02/05/2010	42010500158		
	SWITZERLAND	05,29,30,32	12/02/1999	473235	06/02/2000	473235
	WIPO	05			04/03/1990	548975A
7.						
	ARGENTINA	32	07/12/2000	2296433	12/10/2001	1855056
	ARGENTINA	05	07/12/2000	2296430	06/17/2003	1932115
	ARGENTINA	29	07/12/2000	2296431	12/10/2001	1855053
	ARGENTINA	30	07/12/2000	2296432	12/10/2001	1855055
	AUSTRALIA	05,29,30,32	07/10/2000	841993	05/06/2003	841993
	BANGLADESH	30	07/13/2000	C-10064	05/24/2007	C-10064
	BANGLADESH	32	07/13/2000	C-10065	04/29/2007	C-10065
	BANGLADESH	29	07/13/2000	C-10063	05/24/2007	C-10063

TRADE-MARK	COUNTRY	CLASSES	FILING DATE	APPLICATION NO	GRANT DATE OR REGISTRATION DATE	REGISTRATION NO
	BANGLADESH	05	07/13/2000	C-10062	10/13/2003	C-10062
	BOLIVIA	05	01/04/2007	--	06/03/2008	113675-C
	BOLIVIA	29	01/04/2007	--	06/03/2008	113678-C
	BOLIVIA	30	01/04/2007	--	06/03/2008	113677-C
	BOLIVIA	32	01/04/2007	--	06/03/2008	113676-C
	BRAZIL	05	07/28/2000	822479460		
	BRAZIL	30	07/28/2000	822479486		
	BRAZIL	29	07/29/2000	822479478	02/27/2007	822479478
	BRAZIL	32	07/28/2000	822479451		
	CHILE	29,30,32	07/21/2000	494136	05/20/2005	725921
	CHINA	29,32,30	07/24/2000	741408A	10/12/2000	741408A
	COLOMBIA	32		003849	08/29/2007	343058
	COLOMBIA	29		003847	08/29/2007	343056
	COLOMBIA	30		003848	08/29/2007	343057
	DOMINICAN REPUBLIC	29	07/27/2000	2002/160529	01/15/2001	130421
	DOMINICAN REPUBLIC	32	07/27/2000	2002/160530	01/15/2001	130422
	DOMINICAN REPUBLIC	30	07/27/2000	2002/156238	09/30/2004	143819
	ECUADOR	32	07/09/2000	105698	02/13/2001	9672
	ECUADOR	29	07/09/2000	105697	02/13/2001	9671
	ECUADOR	30	07/10/2000	105695	02/13/2001	9670
	ECUADOR	5	10/25/2006	177002	03/27/2008	6230-09
	EL SALVADOR	32	07/14/2000	5171/00	05/31/2001	104/131
	EL SALVADOR	30	07/14/2000	5170/00	05/31/2001	76/131
	EL SALVADOR	29	07/14/2000	5168/00	03/09/2004	181/182
	EUROPEAN UNION (CTM)	05,29,30,32	07/04/2000	1738871	10/23/2003	1738871
	EUROPEAN UNION	29	09/22/2006	5331806	07/18/2007	5331806

TRADE-MARK	COUNTRY	CLASSES	FILING DATE	APPLICATION NO.	GRANT DATE OR REGISTRATION DATE	REGISTRATION NO.
	(CTM)					
	GUATEMALA	05	07/12/2000	5540/2000	11/17/2003	126844
	GUATEMALA	29	07/12/2000	5534/2000	03/14/2001	110326
	GUATEMALA	30	07/12/2000	5533/2000	04/11/2001	109705
	GUATEMALA	32	07/12/2000	5535/2000	04/17/2001	111279
	HONDURAS	32	07/11/2000	9943/2000	06/01/2001	81768
	HONDURAS	29	07/11/2000	9941/2000	12/28/2000	80259
	HONDURAS	30	07/11/2000	9942/2000	12/28/2000	80293
	HONG KONG	05,29,30,32	07/12/2000	15420/2000	04/11/2001	200104315A A
	ISRAEL	05	07/09/2000	139565	11/12/2001	139565
	ISRAEL	32	07/09/2000	139569	12/04/2001	139569
	ISRAEL	30	07/09/2000	139567	12/04/2001	139567
	ISRAEL	29	07/09/2000	139566	12/04/2001	139566
	JAPAN	05,29,30,32	07/24/2000	741408A	10/12/2000	741408A
	LEBANON	05,29,30,32	07/12/2000	84180	07/12/2000	84180
	MALAYSIA	29	07/12/2000	2000/9165	09/12/2003	2000/9165
	MALAYSIA	30	07/12/2000	2000/9163	07/12/2000	2000/9163
	MALAYSIA	32	07/12/2000	2000/9162	07/29/2004	2000/9162
	NEW ZEALAND	05,29,30,32	07/10/2000	618335	03/15/2001	618335
	NICARAGUA	32	07/20/2000	03348/2000	08/22/2001	50621
	NICARAGUA	30	07/20/2000	03347/2000	08/22/2001	50622
	NICARAGUA	29	07/20/2000	03346/2000	08/22/2001	50623
	NICARAGUA	05	07/20/2000	03345/2000	08/21/2001	50624
	NIGERIA	30	08/01/2000	45850	10/20/2004	64712
	NIGERIA	32	08/01/2000	45826	04/05/2004	62083
	NIGERIA	05	08/01/2000	45828	02/09/2006	67319
	NIGERIA	29	08/01/2000	45827	09/12/2003	61994
	PERU	29	02/15/2007	305979	08/07/2007	129598
	PERU	30	02/15/2007	305980	10/11/2007	131513

TRADE MARK	COUNTRY	CLASSES	FILING DATE	APPLICATION NO	GRANT DATE OR REGISTRATION DATE	REGISTRATION NO
	PERU	32	02/15/2007	305981	10/12/2007	131624
	POLAND	05,29,30,32	07/24/2000	741408A	10/24/2000	741408A
	SOUTH KOREA	05,29,30,32	07/10/2000	2000-33311	04/25/2002	518714
	SRI LANKA	30	08/01/2000	99241		
	SRI LANKA	29	08/01/2000	99240	08/01/2000	99240
	SRI LANKA	32	08/01/2000	99242	10/30/2009	99242
	SRI LANKA	05	08/01/2000	99239	12/13/2004	99239
	SWITZERLAND	05,29,30,32	07/04/2000	7832/2000	11/25/2000	474477
	TAIWAN	32	07/11/2000	89039589	11/01/2001	968880
	TAIWAN	29	07/11/2000	89039587	08/16/2002	1012207
	TAIWAN	30	07/11/2000	89039588	11/01/2001	968787
	TAIWAN	05	07/11/2000	89039586	08/16/2002	1010631
	UNITED ARAB EMR	30	09/13/2000	38362	06/17/2002	32415
	UNITED ARAB EMR	29	09/13/2000	38361	06/17/2002	32414
	UNITED ARAB EMR	32	09/13/2000	38363	06/17/2002	32416
	UNITED ARAB EMR	05	09/13/2000	38360	03/16/2005	51742
	UNITED STATES	05	04/23/2004	78/407,146	12/12/2006	3,184,453
	UNITED STATES	05	07/07/2000	78/015,754	08/03/2004	2,870,363
	URUGUAY	05,29,30,32	07/13/2000	324449	08/03/2001	324449
	VENEZUELA	30	07/10/2000	12075/2000	06/01/2001	P232209
	VENEZUELA	32	07/10/2000	12076/2000	06/01/2001	P232210
	VENEZUELA	29	07/10/2000	12077/2000	06/01/2001	P232211
	WIPO	05,29,30,32			07/24/2000	741408A
8. 						
	AUSTRALIA	05,29,30,32	04/28/2008	1237201	12/09/2008	1237201

TRADE-MARK	COUNTRY	CLASSES	FILING DATE	APPLICATION NO.	GRANT DATE OR REGISTRATION DATE	REGISTRATION NO.
	EUROPEAN UNION (CTM)	05,29,30,32	04/26/2007	5858998	02/06/2008	5858998
	PARAGUAY	5	10/27/2009	939121		
	PARAGUAY	29	10/27/2009	939122		
	PARAGUAY	30	10/27/2009	939124		
	PARAGUAY	32	10/27/2009	939123		
	PHILIPPINES	05,29,30,32	01/29/2010	420105001 24		
9. レデュコール (REDUCOL in Katakana)						
	JAPAN	05,29,30,32	06/22/2001	2001/57174	07/05/2002	4583810
10. Reducol, Clinically Proven						
	AUSTRALIA	05,29,30,32	04/28/2008	1237202	12/09/2008	1237202
	EUROPEAN UNION (CTM)	05,29,30,32	04/26/2007	5858626	02/12/2008	5858626
11. 						
	AUSTRALIA	05,42	12/17/2001	898356	05/29/2002	898356
12. VIVOLA						
	CANADA	W	07/18/2003	1,184,969	08/21/2006	TMA670,485
	JAPAN	29	01/07/2004	2004-000710	06/11/2004	4778038
	SOUTH KOREA	29	01/06/2004	2004-472	12/06/2004	601741
	UNITED STATES	29	09/30/2003	78/307,166	06/12/2007	3,250,377
13. XYTANOL						
	CANADA	W	02/27/1995	776,466	09/14/1998	TMA500,559