

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| Natural Wellness Centers of America dba Ultra-Pet Products | | 11/03/2011 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | NWC Naturals Pet Products LLC | | |
| Street Address: | 27071 Cabot Road, Suite 121 | | |
| City: | Laguna Hills | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92653 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2928754 | TOTAL-ZYMES | |
| Registration Number: | 3433854 | TOTAL-BIOTICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)348-8655 | | |
| Phone: | 650-348-1444 | | |
| Email: | RKS@attycubed.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: | Ray K. Shahani, Esq. | | |
| Address Line 1: | 477 9th Avenue, Suite 112 | | |
| Address Line 2: | Twin Oaks Office Plaza | | |
| Address Line 4: | San Mateo, CALIFORNIA 94402 | | |
| ATTORNEY DOCKET NUMBER: | NWC501/NWC-601 | | |
| NAME OF SUBMITTER: | Ray K. Shahani, Esq. | | |

CH \$65.00 2928754

900206930

**TRADEMARK
 REEL: 004659 FRAME: 0462**

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| Signature: | /Ray K. Shahani/ |
| Date: | 11/10/2011 |
| Total Attachments: 5 source=Assignment-110311#page1.tif source=Assignment-110311#page2.tif source=Assignment-110311#page3.tif source=Assignment-110311#page4.tif source=Assignment-110311#page5.tif | |

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

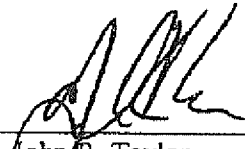
3 THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 3, 2011, by NATURAL WELLNESS CENTERS OF AMERICA DBA ULTRA-PET PRODUCTS, a California corporation ("Assignor"), as the 100% owner of two US Trademark Registrations (Exhibit 1, attached), in favor of NWC NATURALS PET PRODUCTS LLC, a California limited liability company. ("Assignee").

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

1. Assignment. Assignor hereby irrevocably assigns, transfers, sets over and delivers to Assignee, its successors and assigns, in perpetuity, free and clear of all liens, encumbrances, security interests, charges and adverse claims, Assignor's entire 100% right, title, interest, privileges, powers and benefits, throughout the world in two US Trademark Registrations (see Exhibit 1 attached).
2. No Prior Assignments. Assignor hereby represents and warrants to, and covenants with, Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.
3. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.
4. Attorneys Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys fees, incurred in connection with any such action or proceeding.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.
6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

By: 

John R. Taylor
President
Natural Wellness Centers of America
dba Ultra-pet Products

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Exhibit 1

ANNEX A
TO
ASSIGNMENT OF TRADEMARKS

List of Trademarks

1. TOTAL-ZYMES (Words only); and
2. TOTAL-BIOTICS (Words only).

Including without limitation:

TOTAL-ZYMES (Words only), U.S. Registration No. 2,928,754, Registered March 1, 2005; and

TOTAL-BIOTICS (Words only), U.S. Registration No. 3,433,854, Registered May 27, 2008.

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ACKNOWLEDGMENT

State of California)

County of Orange)

On November 3, 2011 before me, Blanca E. Rodriguez, a Notary Public
(insert name and title of the officer)

personally appeared John R. Taylor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Blanca E. Rodriguez
(Seal)

