

## 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
Lazarus Labs, LLC		01/05/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Lazarus Enterprises, Inc.		
Street Address:	52 Latimer Lane NW		
City:	Cartersville		
State/Country:	GEORGIA		
Postal Code:	30121		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3243501	PHENTRAMIN	
CORRESPONDENCE DATA			
Fax Number:	(800)701-5782		
Phone:	770-777-0977		
Email:	twilliamson@twiplaw.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:	Thomas R. Williamson III		
Address Line 1:	1870 The Exchange		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	06-0313-LLL.TA1		
NAME OF SUBMITTER:	Thomas R. Williamson III		
Signature:	/Thomas R. Williamson III/		

OP \$40.00 3243501

## ASSIGNMENT OF TRADEMARK

This Assignment (hereinafter the "Assignment") was and is made by and between

**BENITO ENTERPRISES, LLC (hereinafter the "Assignor"),**

formerly with an address of

2850 Delk Road, A18, Marietta GA 30067, and

**LAZARUS ENTERPRISES, INC. (hereinafter the "Assignee"),**

with an address of

52 Latimer Lane NW, Cartersville GA 30121.

The effective date of this Assignment is May 15, 2008 ("Effective Date").

WHEREAS, Assignor is the owner of the following trademark registration (hereinafter the "Mark"):

### U.S. TRADEMARK REGISTRATION

Trademark	Registration #	Registration Date
TRAMADEN	3181408	December 5, 2006

together with the goodwill of the business associated therewith in connection with all goods for which the Mark is utilized (hereinafter the "Goods");

WHEREAS, Assignor asserts that the Mark was valid as of the Effective Date and is still currently valid;

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee, all of Assignor's right, title and interest of whatever kind in and to the Mark, together with the goodwill of the business in respect of which the Mark is used; and

WHEREAS, Assignee is desirous of acquiring said Mark, and all right, title and interest therein, together with the goodwill of the business in respect of which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sold, conveyed, transferred, assigned, delivered, and contributed to Assignee, on the Effective Date, all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with the goodwill of the business relating to the Goods in respect of which the Mark is utilized, and further Assignor hereby sells, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark as of the Effective Date, together with the goodwill of the business relating to the Goods in respect of which the Mark is utilized, including, without limitation, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark; and all rights to sue for past, present and future infringements or misappropriations of the Mark to recover all damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for any past or future infringements and misappropriations of the Mark;

Assignor warrants that Assignor was, as of the Effective Date, the legal owner of all right, title and interest in the Mark and that the Mark had not and has not been otherwise pledged, assigned or encumbered, and that this Assignment does not infringe on the rights of any person;

Assignor further warrants that the Mark was in continuous use by the Assignor through the Effective Date; and

Assignor further covenants that Assignor will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee the full right, title, and interest in the Mark, including without limitation, recordation of this Assignment with the United States Patent & Trademark Office.

IN WITNESS WHEREOF, the undersigned Assignor has duly executed under seal this Assignment to take effect as of the Effective Date hereinabove.

For ASSIGNOR: BENITO ENTERPRISES, LLC

Date: 1/5/2012

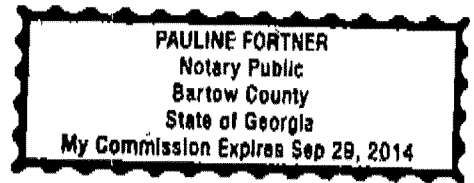
By: *[Signature]*

Arley Vest, President  
BENITO ENTERPRISES, LLC

State of Georgia ) SS:

County of Bartow )

(SEAL)



Before me personally appeared said Assignor,  
Arley Vest, who acknowledged the  
foregoing instrument to be his free act and deed

this 5 day of January, 2012.

*Pauline Fortner*  
Notary Public

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# Phentramin

**Word Mark** PHENTRAMIN  
**Goods and Services** IC 005. US 006 018 044 046 061 062. G & S: Pharmaceutical, namely, weight control aids, limited solely to dietary supplements formulated for weight control. FIRST USE: 20031016. FIRST USE IN COMMERCE: 20031219  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 78343350  
**Filing Date** December 19, 2003  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** July 5, 2005  
**Registration Number** **3243501**  
**Registration Date** May 22, 2007  
**Owner** (REGISTRANT) Lazarus Labs, LLC CORPORATION GEORGIA P.O. Box 3150 Orange Beach ALABAMA 36561  
**Attorney of Record** THOMAS R. WILLIAMSON III  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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## TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Benito Enterprises, LLC		01/05/2012	LIMITED LIABILITY COMPANY; GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lazarus Enterprises, Inc.		
<b>Street Address:</b>	52 Latimer Lane NW		
<b>City:</b>	Cartersville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30121		
<b>Entity Type:</b>	CORPORATION; GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3181408	TRAMADEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)701-5782		
<b>Phone:</b>	770-777-0977		
<b>Email:</b>	twilliamann@irviplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Thomas R. Williamson III		
<b>Address Line 1:</b>	1870 The Exchange		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>ATTORNEY DOCKET NUMBER:</b>	06-0313-LLL.TA2		
<b>NAME OF SUBMITTER:</b>	Thomas R. Williamson III		

<b>Signature:</b>	/Thomas R. Williamson III/
<b>Date:</b>	01/06/2012
<b>Total Attachments:</b> 4 source=TramadenAssignment#page1.tif source=TramadenAssignment#page2.tif source=TramadenAssignment#page3.tif source=TramadenAssignment#page4.tif	
<b>RECEIPT INFORMATION</b>  ETAS ID: TM22370 Receipt Date: 01/06/2012 Fee Amount: \$40	

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