

## 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
Medicinal Nutraceuticals, LLC		01/26/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Rainbow Light Nutritional Systems, Inc.		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33322		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85219297	PTEROULTRA	
Registration Number:	3809059	MEDICINAL NUTRACEUTICS	
CORRESPONDENCE DATA			
Fax Number:	(650)857-0663		
Phone:	6508435252		
Email:	trademarks@cooley.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:	Susan Berney-Key c/o Cooley LLP		
Address Line 1:	777 6th Street, NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	180225-214		
NAME OF SUBMITTER:	Susan Berney-Key		
Signature:	/Susan Berney-Key/		

CH \$65.00 85219297

Date:

02/01/2012

**Total Attachments: 3**

source=Rainbow Light Trademark Assignment Agreement#page1.tif

source=Rainbow Light Trademark Assignment Agreement#page2.tif

source=Rainbow Light Trademark Assignment Agreement#page3.tif

## Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made effective as of the date last signed below by and between, Medicinal Nutraceuticals, LLC, a Nevada limited liability company with its principal place of business at 7705 Commercial Way, Suite 140, Henderson, Nevada 89011 ("Assignor"), and Rainbow Light Nutritional Systems, Inc., a Delaware corporation with its principal place of business at c/o 1301 Sawgrass Corporate Parkway, Sunrise, Florida ("Assignee").

WHEREAS, Assignor is the owner of rights in the trademarks referenced in Exhibit A ("the Marks") and has adopted and is using such Marks;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks;

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

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all its right, title and interest in and to the Marks, including all common law rights in the United States and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks, and that portion of the business of Assignor and all intellectual property rights to which the Marks pertain.
2. Assignor hereby assigns to Assignee all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Assignee's own name.
3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Marks and any related trademark applications and registrations, and to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNEE:

Rainbow Light Nutritional Systems, Inc.

By: Sharon Minski

Print Name: Sharon Minski

Title: VP Operations and Administration

Date: 1/26/12

ASSIGNOR:

Medicinal Nutraceuticals, LLC

By: Patrick Bailey

Print Name: PATRICK BAILEY

Date: 1/26/12

EXHIBIT A

United States

Mark	Class	Filing Date	App. No.	Reg. Date	Reg. No.
MEDICINAL NUTRACEUTICS			77649769	06/29/10	3809059
PTEROULTRA			85219297		