

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
Kelly Lockwood		02/23/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Vitaquest International LLC		
Street Address:	8 Henderson Drive		
City:	West Caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3584335	LIPOSLIM	
CORRESPONDENCE DATA			
Fax Number:	(973)812-0265		
Phone:	9738120123		
Email:	yagodalaw@aol.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:	Scott Yagoda, Esq.		
Address Line 1:	65 Willowbrook Blvd		
Address Line 4:	Wayne, NEW JERSEY 07470		
NAME OF SUBMITTER:	Scott Yagoda Esq.		
Signature:	/Scott Yagoda/		
Date:	03/12/2012		
Total Attachments: 3 source=liposlim#page1.tif source=liposlim#page2.tif source=liposlim#page3.tif			

OP \$40.00 3584335

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of the 23 day of FEB, 2012 from Kelly Lockwood, an individual ("ASSIGNOR") to Vitaquest International, LLC., a Delaware Limited Liability Company ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks described on Exhibit A attached hereto and incorporated by reference herein (collectively the "Marks"), together with the goodwill associated therewith; and

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to ASSIGNEE all of its right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, in consideration of the payment OF one thousand dollars AND Of legally sufficient, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns and delivers to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Marks, together with the goodwill associated with the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title and interest in and to the Marks.

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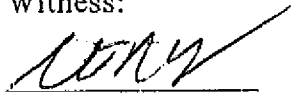
IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Kelly Lockwood



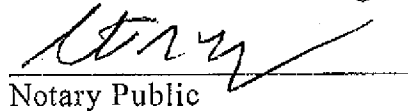
Witness:



STATE OF NEW JERSEY
COUNTY OF ESSEX

I CERTIFY that on 2/20, 2012, Kelly Lockwood personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- a) Made the attached instrument; and
- b) Was authorized to and did execute this instrument on behalf of and as President of Maximum Human Performance, Inc., a New Jersey Corporation (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of authority granted by its shareholders and/or managers.



Notary Public

SCOTT R. YAGODA
ATTORNEY AT LAW
STATE OF NJ

EXHIBIT A
TRADEMARKS

LIPOSLIM

Serial No.

Registration No. 3584335