

## 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             |
| Optima Health Limited   |  | 03/31/2011     | COMPANY: UNITED KINGDOM |
| RECEIVING PARTY DATA  |  |                |                         |
| Name:   | Optima Consumer Health Limited               |                |                         |
| Street Address:   | Concept House Brackenbeck Road               |                |                         |
| Internal Address:   | Lidget Green, Bradford                       |                |                         |
| City:   | West Yorkshire                               |                |                         |
| State/Country:  | UNITED KINGDOM                               |                |                         |
| Postal Code:  | BD7 2LW                                      |                |                         |
| Entity Type:  | COMPANY: UNITED KINGDOM                      |                |                         |
| PROPERTY NUMBERS Total: 2   |  |                |                         |
| Property Type   | Number                                       | Word Mark      |                         |
| Registration Number:  | 3072371                                      | ALLERGENICS    |                         |
| Registration Number:  | 3172762                                      | ALOE DENT      |                         |
| CORRESPONDENCE DATA   |  |                |                         |
| Fax Number:   | 7816225933                                   |                |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                         |
| Phone:  | 781 622 5930                                 |                |                         |
| Email:  | trademark@mbbp.com                           |                |                         |
| Correspondent Name:   | Thomas F. Dunn                               |                |                         |
| Address Line 1:   | Morse, Barnes-Brown & Pendleton, P.C.        |                |                         |
| Address Line 2:   | 230 Third Avenue, 4th Floor                  |                |                         |
| Address Line 4:   | Waltham, MASSACHUSETTS 02451                 |                |                         |
| ATTORNEY DOCKET NUMBER:   | WJ OPTIMA ASSIGNMENTS                        |                |                         |
| DOMESTIC REPRESENTATIVE   |  |                |                         |

CH \$65.00 3072371

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Thomas F. Dunn   |
| Signature:         | /Thomas F. Dunn/ |
| Date:              | 06/01/2012       |

**Total Attachments: 12**

- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page1.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page2.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page3.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page4.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page5.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page6.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page7.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page8.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page9.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page10.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page11.tif
- source=Assignment - Optima Health Limited to Optima Consumer Health Limited (M0408522)#page12.tif

31<sup>st</sup> MARCH 2011

**OLSWANG**

**ASSIGNMENT OF TRADEMARKS**

- (1) OPTIMA HEALTH LIMITED
- (2) OPTIMA CONSUMER HEALTH LIMITED

Olswang LLP T +44 (0) 20 7067 3000  
90 High Holborn F +44 (0) 20 7067 3999 Olswang LLP is regulated by the Solicitors Regulation Authority  
London WC1V 6XX DX 37972 Kingsway [www.olswang.com](http://www.olswang.com)

Ref: PXBUPYGA/B/23658.15070100-1

**TRADEMARK**  
**REEL: 004792 FRAME: 0793**

# Contents

| Clause                     | Page |
|----------------------------|------|
| 1. ASSIGNMENT _____        | 1    |
| 2. FURTHER ASSURANCE _____ | 1    |
| 3. COUNTERPARTS _____      | 2    |
| 4. APPLICABLE LAW _____    | 2    |
| SCHEDULE                   |      |
| TRADE MARKS _____          | 4    |

THIS DEED is made the 31<sup>st</sup> day of MARCH 2011

**BETWEEN:**

- (1) **Optima Health Limited** a company incorporated in England and Wales (registered number 02893047) having its registered office at 40A Wilbury Way, Hitchin, Hertfordshire SG4 0AP (the "Assignor").
- (2) **Optima Consumer Health Limited** a company incorporated in England and Wales (registered number 7503800) having its registered office at Concept House, Brackenbeck Road, Lidget Green, Bradford, West Yorkshire, BD7 2LW (the "Assignee").

**WHEREAS:**

- (A) The Assignor is the proprietor of the trade mark applications and registrations set out in the Schedule (the "Trade Marks").
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms set out in this assignment.

**NOW THIS DEED WITNESSES as follows:**

**1. ASSIGNMENT**

- 1.1 The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee and free from all claims, charges and encumbrances all legal and beneficial right, title and interest in and to:

1.1.1 the Trade Marks; and

1.1.2 any goodwill attached thereto,

together with any related rights of action and powers arising or accrued and the right to sue for damages and other remedies for infringement, TO HOLD the same unto the Assignee its successors in title and assigns absolutely (the "Assigned Rights").

**2. FURTHER ASSURANCE**

- 2.1 The Assignor shall execute (or procure the execution of) all such documents and do or procure all such acts as may reasonably be required by the Assignee to enable the Assignee to obtain the full intended benefit of the terms of this Deed and of the proprietorship of the assets to be assigned hereunder, and to procure the registration of the Assignee as the proprietor of the rights assigned under this Deed on any applicable register.
- 2.2 The Assignor agrees to give the Assignee such assistance as the Assignee may reasonably require and at the Assignee's reasonable expense to enable or assist the Assignee to bring any action for infringement of any of the Assigned Rights.

2.3 The Assignor irrevocably appoints the Assignee as its attorney in its name and on its behalf to execute any instrument or do anything as may be required by the Assignee to enjoy the full benefit of the rights conferred and assigned by this Deed and to vest in and secure to the Assignee the full benefit of the rights and benefits to be transferred or granted to the Assignee under this Deed.

3. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Deed is not effective until each party has executed at least one counterpart.

4. **APPLICABLE LAW**

This Deed shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Deed.

IN WITNESS of which this Deed has been executed and delivered on the date stated above.

EXECUTED AS A DEED by )

for and on behalf of )

OPTIMA HEALTH LIMITED ) F.W.L.

in the presence of: )

Witness's Signature *D.W.*

Name DANIEL WEST

Address OLSWANG LLP  
90 High Holborn  
London WC1V 6XX

Occupation: TRAINEE SOLICITOR

EXECUTED AS A DEED by )

for and on behalf of )

OPTIMA CONSUMER HEALTH LIMITED ) F.W.L.

in the presence of: )

Witness's Signature *D.W.*

Name DANIEL WEST

Address OLSWANG LLP  
90 High Holborn  
London WC1V 6XX

Occupation: TRAINEE SOLICITOR

SCHEDULE

TRADE MARKS

| Trademark   | Registration number                |
|-------------|------------------------------------|
| ACTIV JUICE | 002737450 (EC)                     |
| ALLERGENICS | 901981 (Australia)                 |
| ALLERGENICS | 001374123 (EC)                     |
| ALLERGENICS | 30069868.2/03 (Germany)            |
| ALLERGENICS | 901981 (International)             |
| ALLERGENICS | 901981 (Iran)                      |
| ALLERGENICS | 901981 (Kenya)                     |
| ALLERGENICS | 901981 (Republic of Korea)         |
| ALLERGENICS | 901981 (Macedonia)                 |
| ALLERGENICS | 901981 (Moldova)                   |
| ALLERGENICS | 901981 (Norway)                    |
| ALLERGENICS | 901981 (Russian Federation)        |
| ALLERGENICS | 821/74 (Saudi Arabia)              |
| ALLERGENICS | 821/73 (Saudi Arabia)              |
| ALLERGENICS | 901981 (Singapore)                 |
| ALLERGENICS | 901981 (Turkmenistan)              |
| ALLERGENICS | 901981 (Ukraine)                   |
| ALLERGENICS | 62131 (United Arab Emirates)       |
| ALLERGENICS | 55792 (United Arab Emirates)       |
| ALLERGENICS | 3284317 (United States of America) |



| Trademark   | Registration number                |
|-------------|------------------------------------|
| ALLERGENICS | 3072371 (United States of America) |
| Aloe Dent   | 873621 (Armenia)                   |
| Aloe Dent   | 873621 (Australia)                 |
| Aloe Dent   | 873621 (Belarus)                   |
| Aloe Dent   | 873621 (China (People's Republic)) |
| Aloe Dent   | 004249546 (EC)                     |
| Aloe Dent   | 000994368 (EC)                     |
| Aloe Dent   | Pending (India)                    |
| Aloe Dent   | 873621 (International)             |
| Aloe Dent   | 873621 (Iran)                      |
| Aloe Dent   | 172552 (Israel)                    |
| Aloe Dent   | 873621 (Japan)                     |
| Aloe Dent   | 873621 (Kenya)                     |
| Aloe Dent   | 873621 (Republic of Korea)         |
| Aloe Dent   | 873621 (Kyrgyz Republic)           |
| Aloe Dent   | 873621 (Macedonia)                 |
| Aloe Dent   | 873621 (Moldova)                   |
| Aloe Dent   | 873621 (Norway)                    |
| Aloe Dent   | 924/54 (Saudi Arabia)              |
| Aloe Dent   | 873621 (Singapore)                 |
| Aloe Dent   | 2008/19303 (South Africa)          |
| Aloe Dent   | 873621 (Switzerland)               |
| Aloe Dent   | 873621 (Turkey)                    |

| Trademark | Registration number                |
|-----------|------------------------------------|
| Aloe Dent | 873621 (Turkmenistan)              |
| Aloe Dent | 873621 (Ukraine)                   |
| Aloe Dent | 58785 (United Arab Emirates)       |
| Aloe Dent | 3223286 (United States of America) |
| ALOE DENT | 3172762 (United States of America) |
| ALOE DERM | 860673 (Armenia)                   |
| ALOE DERM | 860673 (Australia)                 |
| ALOE DERM | 860673 (Belarus)                   |
| ALOE DERM | 000831784 (EC)                     |
| ALOE DERM | 004260171 (EC)                     |
| ALOE DERM | 860673 (International)             |
| ALOE DERM | 860673 (Iran)                      |
| ALOE DERM | 860673 (Kenya)                     |
| ALOE DERM | 860673 (Republic of Korea)         |
| ALOE DERM | 860673 (Kyrgyz Republic)           |
| ALOE DERM | 860673 (Macedonia)                 |
| ALOE DERM | 860673 (Moldova)                   |
| ALOE DERM | 860673 (Montenegro)                |
| ALOE DERM | 860673 (Norway)                    |
| ALOE DERM | 821/84 (Saudi Arabia)              |
| ALOE DERM | 820/78 (Saudi Arabia)              |
| ALOE DERM | 860673 (Serbia)                    |
| ALOE DERM | 860673 (Singapore)                 |

| Trademark | Registration number                 |
|-----------|-------------------------------------|
| ALOE DERM | 860673 (Switzerland)                |
| ALOE DERM | 860673 (Turkey)                     |
| ALOE DERM | 860673 (Turkmenistan)               |
| ALOE DERM | 58211 (United Arab Emirates)        |
| ALOE DERM | 57294 (United Arab Emirates)        |
| Aloe Pura | 891888 (Armenia)                    |
| Aloe Pura | 891888 (Australia)                  |
| Aloe Pura | 891888 (Belarus)                    |
| Aloe Pura | Pending (China (People's Republic)) |
| Aloe Pura | 000531046 (EC)                      |
| Aloe Pura | 000831818 (EC)                      |
| Aloe Pura | 891888 (International)              |
| Aloe Pura | 891888 (Iran)                       |
| Aloe Pura | 792894 (Italy)                      |
| Aloe Pura | 891888 (Japan)                      |
| Aloe Pura | 891888 (Kenya)                      |
| Aloe Pura | 891888 (Kyrgyz Republic)            |
| Aloe Pura | 891888 (Macedonia)                  |
| Aloe Pura | 891888 (Moldova)                    |
| Aloe Pura | 891888 (Montenegro)                 |
| Aloe Pura | 891888 (Norway)                     |
| Aloe Pura | 891888 (Russian Federation)         |
| Aloe Pura | 891888 (Serbia )                    |

| Trademark                    | Registration number                |
|------------------------------|------------------------------------|
| Aloe Pura                    | 891888 (Singapore)                 |
| Aloe Pura                    | 891888 (Switzerland)               |
| Aloe Pura                    | 891888 (Turkey)                    |
| Aloe Pura                    | 891888 (Turkmenistan)              |
| Aloe Pura                    | 891888 (Ukraine)                   |
| ALOEDENT                     | 938286 (China (People's Republic)) |
| ALOEDENT                     | 938286 (International)             |
| AloeDent                     | 177255 (Israel)                    |
| ALOEDENT                     | 938286 (Republic of Korea)         |
| ALOEDENT                     | 938286 (Montenegro)                |
| ALOEDENT                     | 938286 (Russian Federation)        |
| AloeDent (in Hebrew)         | 177254 (Israel)                    |
| ALOEDERM                     | 940438 (International)             |
| ALOEDERM                     | 940438 (Montenegro)                |
| ALOEDERM                     | 940438 (Serbia)                    |
| ALOSORB                      | 003961158 (EC)                     |
| AUSTRALIAN TEA TREE & device | 006584791 (EC)                     |
| COLAX                        | 001380617 (EC)                     |
| COLAX                        | 821/53 (Saudi Arabia)              |
| COLAX                        | 55495 (United Arab Emirates)       |
| ECHINAID                     | 001666239 (EC)                     |
| OLIVERA                      | 002984805 (EC)                     |
| OPTIMA AUSTRALIAN TEA TREE   | 006291413 (EC)                     |

| Trademark                 | Registration number                 |
|---------------------------|-------------------------------------|
| OPTIMA HEALTH             | 002081693 (EC)                      |
| OPTIMA HEALTH & NUTRITION | 004657714 (EC)                      |
| Optima Joint Complex      | 004723183 (EC)                      |
| OPTIMA stylised           | 876529 (Armenia)                    |
| OPTIMA stylised           | 1103686 (Australia)                 |
| OPTIMA stylised           | 876529 (Belarus)                    |
| OPTIMA stylised           | Pending (China (People's Republic)) |
| OPTIMA stylised           | 876529 (International)              |
| OPTIMA stylised           | 876529 (Iran)                       |
| OPTIMA stylised           | 1184716 (Italy)                     |
| OPTIMA stylised           | 876529 (Japan)                      |
| OPTIMA stylised           | 876529 (Kenya)                      |
| OPTIMA stylised           | 876529 (Republic of Korea)          |
| OPTIMA stylised           | 876529 (Kyrgyz Republic)            |
| OPTIMA stylised           | 876529 (Macedonia)                  |
| OPTIMA stylised           | 876529 (Moldova)                    |
| OPTIMA stylised           | 876529 (Montenegro)                 |
| OPTIMA stylised           | 876529 (Norway)                     |
| OPTIMA stylised           | 820/77 (Saudi Arabia)               |
| OPTIMA stylised           | 876529 (Serbia)                     |
| OPTIMA stylised           | 876529 (Singapore)                  |
| OPTIMA stylised           | 2006/19304 (South Africa)           |
| OPTIMA stylised           | 2006/19305 (South Africa)           |

| Trademark       | Registration number                |
|-----------------|------------------------------------|
| OPTIMA stylised | 2006/19306 (South Africa)          |
| OPTIMA stylised | 876529 (Turkey)                    |
| OPTIMA stylised | 876529 (Turkmenistan)              |
| OPTIMA stylised | 876529 (Ukraine)                   |
| OPTIMA stylised | Pending (United Arab Emirates)     |
| OPTIMA stylised | 55496 (United Arab Emirates)       |
| OPTIMA stylised | 3557627 (United States of America) |
| PHARMANUTRIENTS | 001866441 (EC)                     |
| Phase 2         | 002794394 (EC)                     |