

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Lifeclinic International, Inc.		02/21/2011	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sentry Financial Corporation		
<b>Street Address:</b>	201 S Main, Suite 1400		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2495117	LIFECLINIC	
<b>Registration Number:</b>	2495115	LIFECLINIC	
<b>Registration Number:</b>	2495116	LIFECLINIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142770656		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	414-271-6560		
<b>Email:</b>	mkbeyer@michaelbest.com		
<b>Correspondent Name:</b>	Ariana G. Voigt		
<b>Address Line 1:</b>	100 East Wisconsin Avenue, Suite 3300		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	026436-5119		
<b>NAME OF SUBMITTER:</b>	Ariana G. Voigt		

OP \$90.00 2495117

Signature:	/ariana g voigt/
Date:	10/05/2012
Total Attachments: 2 source=lifeclinik#page1.tif source=lifeclinik#page2.tif	

## BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS, THAT** Lifeclinic International, Inc., a Maryland corporation ("**Grantor**") with an address of 4032 Blackburn Lane, Burtonsville, MD 20866, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, sell, transfer and assign unto Sentry Financial Corporation, a Utah corporation ("**Grantee**"), its successors and assigns, all of the right, title and interest of Grantor in and to the all assets of Grantor, including without limitation:

(a) All goods, instruments, accounts, accounts receivable (including lease receivables and receivables relating to advertising contracts), chattel paper, inventory (including without limitation all raw materials, work in process, packaging materials and finished goods), furnishings (including without limitation all office furniture), fixtures, equipment (including without limitation all software, computers and related equipment, office equipment, audio and video equipment, equipment leased to third parties, tables, and chairs), documents, instruments, patterns, designs, general intangibles (including without limitation ownership interests in other companies), leases, contracts and contract rights, claims, deposits, refunds, goodwill, property and assets of Borrower wherever located;

(b) All existing and future intellectual property rights of Debtor including, but not limited to, all trade secrets; trade names; trademarks; service marks; know how; shop rights; copyrights (including without limitation copyrights on any designs); national and international patents rights together with any applications, continuations, continuations-in-part, divisions, renewals, additions, extensions and/or reissues thereof; all production rights and contracts and contract rights associated with the foregoing; the right to distribute and market the foregoing throughout the world; any and all licenses and royalties with respect to the foregoing; all accounts, chattel paper, contract rights, lease agreements, financing agreements, instruments and general intangibles associated with the foregoing; all rights to receive compensation of any nature whatsoever directly or indirectly derived from any licensing or use by third parties of any nature whatsoever from the foregoing; and all proceeds thereof; and

(c) All patentable devices, designs, apparatuses, products, machines, compositions of matter, processes or developments of any kind relating to any intellectual property specified in Section 1.(b) above; and

(d) All products and proceeds from any of the foregoing, howsoever derived and howsoever denominated.

All of the foregoing assets and properties to be acquired by Lender are hereinafter collectively referred to as the "**Assets**".

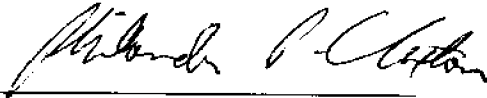
Grantor warrants and will defend title to the Assets against the claims of all persons whomsoever.

The undersigned warrants that he has full authority to act on behalf of Grantor and is authorized by Grantor to execute this Bill of Sale.

**IN WITNESS WHEREOF**, the undersigned has executed this Bill of Sale as of the 21st day of February, 2011.

**GRANTOR:**

**LIFECLINIC INTERNATIONAL, INC.**, a Maryland corporation

By: 

Name: Philander P. Claxton

Title: President

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