

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
Botanical Laboratories, Inc.		02/11/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Schwabe North America, Inc.
Street Address:	825 Challenger Drive
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54311
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1925029	BIO-RX
Registration Number:	4036141	DIGESTIVE 3-IN-1 HEALTH SOLUBLE FIBER · PREBIOTICS · ALOE VERA
Registration Number:	2986698	JOINT MOVEMENT GLUCOSAMINE
Registration Number:	3957803	JOINT MOVEMENT GLUCOSAMINE
Registration Number:	3508746	WELLESSE
Registration Number:	3541671	WELLESSE ALL DAY ENERGY
Registration Number:	3689877	WELLESSE ALL DAY ENERGY
Registration Number:	3473555	W WELLESSE

CORRESPONDENCE DATA

Fax Number: 6169578196
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 616-949-9610
 Email: jrleigh@priceheneveld.com

OP \$215.00 1925029

Correspondent Name: Kevin T. Grzelak
Address Line 1: 695 Kenmoor SE, PO Box 2567
Address Line 4: Grand Raids, MICHIGAN 49501

ATTORNEY DOCKET NUMBER: SCH054 A354

NAME OF SUBMITTER: Kevin T. Grzelak

Signature: /Kevin T. Grzelak/

Date: 04/03/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of December 24, 2012 (the "Closing Date") by and among:

(A) **SCHWABE NORTH AMERICA, INC.**, a Wisconsin corporation, having its principle place of business at 825 Challenger Drive, Green Bay, Wisconsin 54311, ("Assignee"); and

(B) **BOTANICAL LABORATORIES, INC.**, a Washington corporation, having its principle place of business at 1441 West Smith Road, Ferndale, Washington 98248 ("Seller" or "Assignor").

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of December 20, 2012, by and among the Assignee, the Assignor, and certain other affiliates of the foregoing (the "Asset Purchase Agreement").

RECITALS

WHEREAS, the Assignor has adopted and used and are using in commerce the marks set forth in the attached Schedule A (collectively, the "Marks"); and

WHEREAS, pursuant to and in accordance with the Asset Purchase Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Marks and the goodwill associated with such Marks;

WHEREAS, in conjunction with this Trademark Assignment, Assignee is acquiring the Purchased Assets which include the Business to which the Marks pertain; and

WHEREAS, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto or otherwise waived, and the Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Assignor's execution and delivery to the Assignee of this instrument evidencing the assignment by the Assignor and the assumption by Assignee of all the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to Assignee all rights title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Section 3. After the Closing Date and at Assignee's request, the Assignor will, at Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Marks in the United States or any foreign country.

Section 4. Each of the Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument. In the event of a conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

Section 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed by its duly authorized officers as of the date first written above.

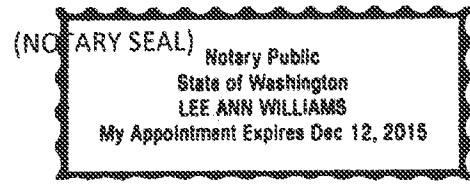
ASSIGNOR:

BOTANICAL LABORATORIES, INC.

By [Signature] 2/11/2013
Signature Date
Printed Name: SRIKANTH IYENGAR
Corporate Title: COO

STATE OF Washington
COUNTY OF Whatcom

Signed and sworn to before me by Srikanth Iyengar on February 11, 2013.



[Signature]
Notary Public
My Commission Expires: 12 DEC 15

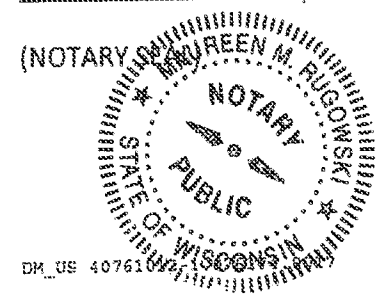
ASSIGNEE:

SCHWABE NORTH AMERICA, INC.

By [Signature] 03/07/2013
Signature Date
Printed Name: Chad Wiegand
Corporate Title: Senior Vice President + General Counsel

STATE OF Wisconsin
COUNTY OF Brown

Signed and sworn to before me by Chad Wiegand on March 7, 2013, 2013.



[Signature]
Notary Public
My Commission Expires: 12/15/2013

DP_US 407610

SCHEDULE A

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SYMTEC	Australia	Registered	859800	7/15/2005	859800	7/15/2005
JOINT MOVEMENT GLUCOSAMINE	Canada	Registered	1408065	8/14/2008	TMA818644	2/28/2012
SYMTEC	Canada	Registered	1266143	7/26/2005	TMA689533	3/13/2007
WELLESSE AND W DESIGN	Canada	Registered	1336448	2/21/2007	TMA798207	5/20/2011
WELLESSE AND W DESIGN	Community Trademark	Registered	920573	2/14/2007	920573	2/14/2007
SYMTEC	Great Britain	Registered	859800	7/15/2005	859800	7/15/2005
SYMTEC	Indonesia	Registered	000- 2005022291	10/12/2005	IDM000129669	7/2/2007
SYMTEC	International	Registered	859800	7/15/2005	859800	7/15/2005
WELLESSE AND W DESIGN	International	Registered	920573	2/14/2007	920573	2/14/2007
WELLESSE AND W DESIGN	Japan	Registered	2009-025383	4/6/2009	5429393	8/5/2011
SYMTEC	Mexico	Registered	729503	7/20/2005	952271	9/14/2006
WELLESSE AND W DESIGN	Mexico	Registered	846619	4/2/2007	992786	7/16/2007
WELLESSE AND W DESIGN	Mexico	Registered	846618	4/2/2007	1009988	10/31/2007
WELLESSE AND W DESIGN	Mexico	Registered	846617	4/2/2007	996070	8/3/2007
SYMTEC	Singapore	Registered	859800	7/15/2005	859800	7/15/2005
LIQUID MOTION	South Korea	Registered	40-2009- 0030738	6/30/2009	40-08327960000	8/12/2010
SYMTEC	South Korea	Registered	859800	7/15/2005	859800	7/15/2005
WELLESSE AND W DESIGN	South Korea	Registered	920573	2/14/2007	920573	2/14/2007
LIQUID MOTION	Taiwan	Registered	99006932	2/10/2010	1436011	10/16/2010
SYMTEC	Taiwan	Registered	94034627	7/20/2005	1213455	6/16/2006

SCHEDULE A

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
WELLESSE AND W DESIGN	Taiwan	Registered	96308781	2/27/2007	1300726	2/1/2008
BIO-RX (STYLIZED)	United States	Registered	74/561451	8/16/1994	1925029	10/10/1995
DIGESTIVE 3-IN-1 HEALTH SOLUBLE FIBER PREBIOTICS ALOE VERA AND DESIGN	United States	Registered	85/112084	8/20/2010	4036141	10/4/2011
JOINT MOVEMENT GLUCOSAMINE	United States	Registered	78/486183	9/20/2004	2986698	8/16/2005
JOINT MOVEMENT GLUCOSAMINE	United States	Registered	85/141399	9/29/2010	3957803	5/10/2011
WELLESSE	United States	Registered	78/960005	8/24/2006	3508746	9/30/2008
WELLESSE ALL DAY ENERGY	United States	Registered	77/975955	7/30/2007	3541671	12/2/2008
WELLESSE ALL DAY ENERGY	United States	Registered	77/221700	7/3/2007	3685877	9/29/2008
WELLESSE AND W DESIGN	United States	Registered	77/975298	12/13/2006	3473555	7/21/2008