

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
Sentry Financial Corporation		02/21/2011	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Sentry Health Monitors, LLC		
Street Address:	201 South Main Street		
Internal Address:	Suite 1400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3399922	GROUP-STAT	
Registration Number:	1079774	VITA-STAT	
Registration Number:	2495117	LIFECLINIC	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lmkonkel@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	One South Pinckney Street		
Address Line 2:	Suite 700		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	026436-9113		
NAME OF SUBMITTER:	Laura M. Konkel		

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Signature:	/Laura M. Konkel/
Date:	06/21/2013
Total Attachments: 2 source=Sentry Financial Corporation -- Sentry Health Monitors, LLC#page1.tif source=Sentry Financial Corporation -- Sentry Health Monitors, LLC#page2.tif	

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made effective as of the 21st day of February, 2011 by Sentry Financial Corporation, a Utah corporation ("Assignor"), to Sentry Health Monitors, LLC, a Utah limited liability company ("Assignee").

BACKGROUND

On February 21, 2011 (the "Foreclosure Date"), Assignor acquired various assets ("Assets") from Lifeclinic International, Inc. ("Lifeclinic") pursuant to the foreclosure of obligations of Lifeclinic to Sentry under the terms of that certain Acceptance of Collateral Agreement (the "Strict Foreclosure Agreement"). The assets acquired represented substantially all of the assets of Lifeclinic.

Assignor desires to transfer to Assignee substantially all of the Assets (the "Transferred Assets"), which Transferred Assets are more particularly described on Exhibit A attached hereto.

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged:

1. Assignment. Assignor does hereby convey, sell, transfer, assign and deliver to Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to the Transferred Assets.

2. Indemnification. Assignee hereby agrees to indemnify Assignor and its directors, officers, shareholders, managers, members, employees, agents, representatives, counsel, and any other person or entity either controlling, controlled by or under common control with Assignor (collectively, "Affiliates") and hold them harmless from any and all claims, actions, demands, losses, costs, or expenses (including reasonable attorneys' fees and amounts paid in settlement) (collectively, "Damages") incurred by Assignor or its Affiliates related to any claim, demand or cause of action made by any third party and based on or arising out of the Transferred Assets.

4. Additional Provisions.

(a) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, Assignor and Assignee and their respective successors and assigns.

(b) This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah, without giving regard to rules regarding conflicts of law.

(c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

"ASSIGNOR:"

"ASSIGNEE:"

SENTRY FINANCIAL CORPORATION, a Utah corporation

SENTRY HEALTH MONITORS, LLC, a Utah limited liability company

By: Jonathan M. Ruga

By: Scott F. Young

Name: Jonathan M. Ruga

Name: Scott F. Young

Title: Chief Executive Officer

Title: COO of Manager

EXHIBIT A

TRANSFERRED ASSETS

All of the Assets acquired by Assignor in the foreclosure of Lifeclinic pursuant to that certain Acceptance of Collateral Agreement dated as of February 21, 2011, provided, however, that the following Assets are not part of the Transferred Assets:

The capital stock of Lifeclinic Finance Corporation, a Utah corporation.

Specific assets identified from time to time via written notice from Assignor to Assignee.