

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
Metabolife International, Inc. a/k/a Metabolife, Inc.		11/03/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ISI Brands, Inc.		
Street Address:	3133 Orchard Vista Drive		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49546		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1827188	METABOLIFE	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616-336-6000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, P.O. Box 352		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	IDEA T510US-110548		
NAME OF SUBMITTER:	Timothy E. Eagle		
Signature:	/Timothy E. Eagle/		

Date:

09/18/2013

Total Attachments: 2

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ASSIGNMENT

This Assignment is made and entered into by and between Metabolife International, Inc. (aka Metabolife, Inc. and Metabolife) a California corporation, having a principal place of business in San Diego, California (hereinafter referred to as "Assignor") and ISI Brands, Inc., a Michigan corporation, having a principal place of business in New York City, New York (hereinafter referred to as "Assignee");

WHEREAS, Assignor has adopted, used and is using the following marks which are registered and/or which are pending applications in the Trademark Office of the United States and

WHEREAS, these registrations and applications are identified in attached Exhibit A (hereinafter sometimes referred to as "Trademarks");

WHEREAS, Assignor desires to transfer these Trademarks together with the goodwill of the business in connection with such Trademarks; and

WHEREAS, Assignee desires to acquire such Trademark registrations and applications and their associate goodwill

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and sets over unto Assignee, all of its rights, title and interests, including the right to sue for past infringements, in and to said Trademarks, as identified in attached Exhibit A, together with the goodwill of the business in connection with such Trademarks and this Assignment shall include the assignment and transfer by Assignee to Assignor of any foreign trademark rights corresponding to said Trademarks.

Assignor shall execute such other documents as may be reasonably necessary, at the request of Assignee, to effect this Assignment. Assignor shall assist Assignee in finalizing the transfer of such Assignments in the jurisdiction of such Trademarks. Assignor shall assist Assignee in the maintenance, transfer of title and the enforcement of such Trademarks in accordance with section 1.8 of the Asset Purchase Agreement. Such assistance of Assignor shall be at the cost of Assignee.

Executed in San Diego, California on this 3 day of November 2005.

ASSIGNOR

ASSIGNEE

METABOLIFE, INC.

ISI BRANDS, INC.

By: [Signature]
Title: Responsible Natural Person

By: [Signature]
Title: PRESIDENT

FORM 11/27/2004

EXHIBIT A
TRADEMARK APPLICATIONS AND REGISTRATIONS
UNITED STATES

<u>MARK</u>	<u>REGISTRATION/APPLICATION NO.</u>
CHINAC	2,530,422
METABOLIFE	2,282,986
METABOLIFE	1,827,188
METABOLIFE	2,778,218
METABOLIFE	2,729,838
METABOLIFE 356	2,281,178
METABOLIFE 356 & Design	2,399,186
METABOLIFE 356 & Design	2,399,188
METABOLIFE INTERNATIONAL	2,628,529
METABOLIFE Stylized	2,764,598
METABOLIFE TODAY	2,463,158
METABOLIFE UPDATE	2,463,159
METABOLIFE ULTRA	2,834,196
MINE'RLPM	2,260,549
STARCH BUSTERS & Design	1,466,826
STARCH BUSTERS	2,844,603
VITAM'NAM	2,264,291
THE WEIGHT IS OVER	2,300,158