

## 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
Healthier Creations LLC		10/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Australasian Conference Association Limited		
Street Address:	148 Fox Valley Road, Wahroonga		
City:	New South Wales		
State/Country:	AUSTRALIA		
Postal Code:	2076		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85402571	UP & GO	
CORRESPONDENCE DATA			
Fax Number:	2123084844		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123084411		
Email:	trademark@edwardswildman.com		
Correspondent Name:	Perla M. Kuhn		
Address Line 1:	Edwards Wildman Palmer LLP		
Address Line 2:	750 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	079522.4005 PMK/ESP		
DOMESTIC REPRESENTATIVE			
Name:	Perla M. Kuhn		

CH \$40.00 85402571

Address Line 1: Edwards Wildman Palmer  
Address Line 2: 750 Lexington Avenue  
Address Line 4: New York, NEW YORK 10150

NAME OF SUBMITTER: Perla M. Kuhn

Signature: /Perla M. Kuhn/

Date: 10/28/2013

**Total Attachments: 12**

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Deed of assignment of  
intellectual property

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Healthier Creations LLC

Australasian Conference Association Limited

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**THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY** is made on the  
21st October 2013

**BETWEEN** **Healthier Creations LLC** of 1801 S Meyers Road, Suite 250, Oakbrook Terrace, Illinois, 60181 (**Assignor**)

**AND** **Australasian Conference Association Limited** (incorporated in Australia with registered number ACN 000 003 930) ("ACAL") of 148 Fox Valley Road, Wahroonga, New South Wales 2076, Australia (**Assignee**)

#### RECITALS

- A. The Assignor is the owner of the Intellectual Property.
- B. The Assignor has agreed to assign, and the Assignee has agreed to accept the Intellectual Property subject to the terms and conditions of this Agreement.

#### OPERATIVE PROVISIONS

##### 1. DEFINITIONS AND INTERPRETATION

###### 1.1 Definitions

In this deed, unless the context otherwise requires:

**Business Day** means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

**Intellectual Property** means all Intellectual Property as outlined in Schedule 2 which is owned by the Assignor.

**Loss** means:

- (a) any claim, demand, remedy, requisition, objection, suit, injury, damage, loss, liability, action, proceeding, right of action or claim for compensation;
- (b) a valid request, direction, notice, demand, requirement, condition (including condition of an approval) or order from an authority that requires anything to be done or not be done; or
- (c) any reasonable cost (including legal costs on a solicitor and client basis), charge, expense, outgoing, payment or other expenditure of any nature.

**Power** means any right, power, authority, discretion or remedy conferred by this deed or any applicable law.

**Related Body Corporate** has the same meaning given to that term by the Corporations Act 2001 (Cth).

###### 1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;

- (c) where a word or phrase is defined in this deed, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association (whether incorporated or not), corporation or other body corporate and any authority or agency (whether governmental, semi-governmental or local);
- (e) the provision of a table of contents, headings, clause numbers, italics, bold print and underlining are for convenience only and do not affect the interpretation of this deed;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any annexure, exhibit and schedule;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to any deed or document (including without limitation a reference to this deed) is to the deed or document as amended, varied, supplemented or replaced, except to the extent prohibited by this deed or that other deed or document;
- (i) a reference to a party includes that party's legal personal representatives, successors and permitted assigns;
- (j) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision; and
- (k) a reference to currency is a reference to Australian currency.

### 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

## 2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### 2.1 Assignment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns and transfers the Intellectual Property together with that portion of the Assignor's business in connection with which it has a bona fide intent to use the Intellectual Property and all of the Assignor's rights therein to the Assignee.

### 2.2 Assignors Obligation

The Assignor must when requested by Assignee:

- (a) execute any necessary instruments and do all reasonable things that Assignee may deem necessary for perfecting the assignment of any of the Intellectual Property to Assignee referred to in this clause 2; and

- (b) assist in all administrative and legal procedures before any patents office, courts or other relevant bodies brought by, for or against Assignee involving such Intellectual Property.

### 2.3 Additional Rights

The assignment pursuant to clause 2.1 includes (without limitation):

- (a) the right to claim damages and other remedies for any past infringement of the Intellectual Property;
- (b) the right to apply for, prosecute and obtain further registrations based on any and all of the Intellectual Property (including, without limitation, the right to claim priority);
- (c) the right to possession and exclusive use of all the materials (in whatever media) relating to the Intellectual Property;
- (d) all goodwill in or relating to the Intellectual Property.

## 3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to Assignee that:

- (a) the Assignor has the necessary power to bind itself in the manner contemplated by this deed and to execute, deliver and perform this deed and that this deed has been validly executed by it or on its behalf;
- (b) the Assignor is the absolute unencumbered owner of Intellectual Property.

## 4. INDEMNITY

### 4.1 Assignor's Indemnity

The Assignor indemnifies Assignee against any contingent or actual Loss incurred by Assignee arising from or in connection with:

- (a) any breach of this agreement by, or the negligence of, the Assignor;
- (b) any breach of law by the Assignor; or
- (c) the death or injury to any person or damage to property arising from the performance by the Assignor of its obligations under this agreement.

### 4.2 Proportionate Liability

The Assignor's liability under clause 4.1 will be reduced by the extent to which any Loss arises out of the negligent act or omission of Assignee.

### 4.3 Survival of Indemnity

The indemnity in clause 4.1 will continue to apply notwithstanding the termination or expiration of this agreement.

**5. GENERAL**

**5.1 Notices**

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this deed:
  - (i) must be in legible writing and in English and must be sent by email, facsimile or in writing;
  - (ii) must be addressed as follows:
    - (A) in the case of Assignee, as set out in item 2 of schedule 1;
    - (B) in the case of the Assignor, as set out in item 1 of schedule 1,or as specified to the sender by any party by notice;
  - (iii) where the sender is a company, must be signed by an officer or under the common seal of the sender;
  - (iv) is regarded as being given by the sender and received by the addressee:
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post, on delivery to the addressee;
    - (C) if by facsimile transmission to the facsimile number of the addressee, whether or not legibly received, when transmitted error free to the addressee; or
    - (D) if by email, when transmitted error free to the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day; and
  - (v) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 5.1(a)(iv)(C) and informs the sender that it is not legible.
- (c) In this clause 5.1, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

**5.2 Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the

validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

- (c) If any provision of this deed is held to be void, invalid or unenforceable it will be severed and the remaining provisions will not in any way be affected or impaired and this deed will be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

### 5.3 Waivers

- (a) Waiver of any right arising from a breach of this deed or of any Power arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of this deed; or
  - (ii) a Power created or arising upon default under this deed,does not result in a waiver of that right or Power.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or Power arising from a breach of this deed or on a default under this deed as constituting a waiver of that right or Power.
- (d) A party may not rely on any conduct of another party as a defence to exercise any right or Power by that other party.
- (e) This clause 5.3 may not itself be waived except by writing.

### 5.4 Variation

A variation of any term of this deed must be in writing and signed by the parties.

### 5.5 Assignment

- (a) This agreement will continue for the benefit of and is binding upon the parties and their respective executors, administrators, successors and permitted assigns.
- (b) Neither party will, without the prior written consent of the other party, transfer or assign any of its rights or obligations under this agreement.
- (c) Notwithstanding clause 5.5(b), either party may without the consent of the other party assign, transfer, charge, encumber, subcontract or in any manner dispose of, any of its rights or obligations under this agreement to any body related to the Seventh-day Adventist Church.

### 5.6 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this deed.

### 5.7 Entire agreement

This deed supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

**5.8 Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute 1 instrument.
- (c) A party may execute this deed by signing any counterpart.

**5.9 Costs and expenses**

Each party must bear its own legal costs and expenses in connection with the preparation and negotiation of this deed.

**5.10 Relationship of parties**

- (a) The relationship between Assignee and the Assignor is that of a principal and independent contractor, and not agent, partner, joint venturer or employee and nothing contained in this deed will constitute or be construed to be or create a partnership or joint venture between the parties.
- (b) The Assignor acknowledges that it has no right to assume or create any obligations of any kind whatsoever or to make any representations or warranties, whether express or implied on behalf of Assignee or its Related Bodies Corporate or to bind Assignee or its Related Bodies Corporate in any respect.

**5.11 Governing law and jurisdiction**

- (a) This deed is governed by and construed in accordance with the laws of the State of New South Wales, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

**SCHEDULE 1**

**Item 1**

**Assignor:**

Registered business address: 1801 S Meyers Road, Suite 250,  
Oakbrook Terrace, Illinois, 60181

Email: Kevin.Jackson@Sanitarium.com.au

Contact name: Kevin Jackson

**Item 2:**

**Assignee:**

Registered business address: 148 Fox Valley Road, Wahroonga,  
New South Wales 2076

Telephone: +61 2 9847 3383

Email: JohnStilinovic@adventist.org.au

Contact name: John Stilinovic

**SCHEDULE 2**

**INTELLECTUAL PROPERTY**

**Trade Marks**

Owner	Trade Mark Number	Trade Mark	Class	Filing Date
Healthier Creations LLC	85402571		5 & 29	29 August 2011

EXECUTED as a deed

Signed for and on behalf of  
**HEALTHIER CREATIONS LLC**

) .....  
) Signature  
) *Kevin Jackson*  
) .....  
) Name (printed)  
) *Manager*  
) .....  
) Position

Signed for and on behalf of  
**AUSTRALASIAN CONFERENCE  
ASSOCIATION LTD**

) .....  
) Signature  
) *John Stilnovic*  
) .....  
) Name (printed)  
) *DIRECTOR*  
) .....  
) Position

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant:	Australasian Conference Association Limited	:	
Mark:	UP & GO (Stylized)	:	
Serial No.:	85/402,571	:	Examining Attorney
Filing Date:	August 19, 2011	:	Unknown
Classes:	5 and 29	:	

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**REVOCATION OF POWER OF ATTORNEY,  
AND APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby revokes all the previous Powers of Attorney and appoints Perla M. Kuhn; and all attorneys affiliated with Edwards Wildman Palmer LLP, including, but not limited to: Patrick J. Concannon; David I. Greenbaum; Barry Kramer; Brian R. Landry; Glen Pudelka; Lawrence R. Robins; Maria A. Scungio; Philip T. Shannon; and David Weild III, all whose post office address is Edwards Wildman Palmer LLP, FDR Station, P.O. Box 130, New York, NY 10150, to transact all business in the United States Patent and Trademark Office in connection with this application. Please address all communications to:

Perla M. Kuhn, Esq.  
Phone: (212) 912-2708  
Fax: (212) 308-4844  
trademark@edwardswildman.com

Applicant hereby appoints the law firm of Edwards Wildman Palmer LLP of FDR Station, P.O. Box 130, New York, NY 10150 as its attorneys and representatives whom notices or processes in proceedings affecting the above-identified marks may be served.

Date: 2/10/2013

Australasian Conference Association Limited  
Signature: [Handwritten Signature]  
Name: JOHN STILWELL  
Title: DIRECTOR

AM 24284469.1