

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PatentHealth, LLC (by Patricia Missal as Receiver)		11/20/2013	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Twinlab Corporation
<b>Street Address:</b>	632 Broadway, Suite 201
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10012
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3399261	APATRIM
Registration Number:	3959776	ASTAMEGA-3
Registration Number:	3282240	DISPERSACREAM
Registration Number:	3261398	FLUID TAB
Registration Number:	2811477	FLUIDJOINT
Registration Number:	3047718	PATENTHEALTH
Registration Number:	2517283	PATENTLEAN
Registration Number:	3723869	RAPIDFLEX
Registration Number:	3944754	RAPIDFLEX
Registration Number:	3867799	SMARTLEAN
Registration Number:	3158385	TRIGOSAMINE

**CORRESPONDENCE DATA**

Fax Number: 6163367000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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-PATENTHEALTH-110548
NAME OF SUBMITTER:	Timothy E. Eagle
Signature:	/Timothy E. Eagle/
Date:	11/22/2013

**Total Attachments: 9**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made as of November 20, 2013, by and between by and between Patricia Missal, in her capacity as Receiver for PatentHEALTH, LLC ("Assignor"), and Twinlab Corporation ("Assignee") (each, a "Party" and together, the "Parties").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee, dated as of October 18, 2013 (the "Asset Purchase Agreement"), among other things, Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, free and clear of liens, claims, encumbrances and interests of any kind, at the Closing, all right, title and interest in, to and under all of the Acquired Assets, including the General Intangibles listed on Exhibit A-2 thereto and attached hereto (collectively, the "Assigned IP Rights"). All capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement; and

WHEREAS, the Common Pleas Court of Cuyahoga County, Ohio, in Case No CV 13 81127, approved the Asset Purchase Agreement and the transactions contemplated thereby, including the sale and transfer of the Acquired Assets, free and clear of all liens, claims, encumbrances and interests of any kind, in an Order entered on October 18, 2013;

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor's right, title and interest in, to and under the Assigned IP Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned IP Rights, free and clear of all liens, claims, encumbrances and interests of any kind, including, without limitation, all of the following:

- (a) all goodwill related to or associated with the Assigned IP Rights;
- (b) rights of any kind whatsoever accruing to Assignor under the Assigned IP Rights provided by applicable law (whether under common law or statute) of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, without limitation, the benefit of all priority dates and the right to seek and obtain registrations in other countries;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP Rights; and
- (d) any and all claims, with respect to the Assigned IP Rights, for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned IP Rights to Assignee. Assignor further authorizes and requests the register(s) of each Domain Name included among the Assigned IP Rights to transfer the registration to such Domain Name to Assignee. Assignor and Assignee agree to timely execute and/or complete such other assignments, documents or instruments of conveyance as may be reasonably necessary to effectuate the transfer of the Assigned IP Rights, including, without limitation, any documents requested by the register(s) of the Domain Names or other parties in order to effectuate the assignment and transfer of the Domain Names to Assignee.

3. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

4. Counterparts. This Agreement may be executed in two counterparts, both of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

(Signatures appear on the following page.)

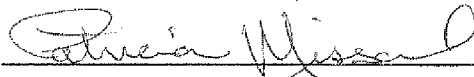
6626390v1

[Signature Page to Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**ASSIGNOR:**

**PATRICIA MISSAL,  
as Receiver for PatentHEALTH, LLC**

By: 

Name: Patricia Missal

Title: Receiver for PatentHealth, LLC

**ASSIGNEE:**

**Twinlab Corporation**

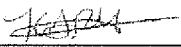
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**FIFTH THIRD BANK**

By: 

Name: Kevin F. Garvey

Title: Vice President

[Signature Page to Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNOR:

PATRICIA MISSAL,  
as Receiver for PatentHEALTH, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

Twinlab Corporation

By:  \_\_\_\_\_

Name: Thomas Tolworthy

Title: President + CEO

ACKNOWLEDGED AND AGREED:

FIFTH THIRD BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A-2**

### **PatentHEALTH ("PH") Intellectual Property Overview**

1. All Advertorials developed and used in Direct Response ("DR") campaigns in a format that is usable and modifiable.
2. All media plans and documentation detailing placements made in support of PH over the past 5 years.
3. Any Clinical Trials/Studies completed by either PH or its affiliate, Arthur Middleton Capital Holdings, to support the products offered under PH.
4. All files kept and used in support of PH products to (a) the Food and Drug Administration, (b) the Federal Trade Commission or (c) the National Advertising Division of the Council for Responsible Nutrition, along with research done for any reason for any formula for any ingredient.
5. All graphic files used to support PH including package designs, advertorials, etc.
6. All Trademarks utilized under PH, including those on Exhibit A-2(a).
7. All Copyrights utilized under PH, including those on Exhibit A-2(b).
8. All URLs, including those on Exhibit A-2(c).
9. All toll free telephone numbers used to support incoming calls for either customer service or placing orders.
10. Complete PH DR Customer Lists
11. All Master Manufacturing Formulas for all products and all proprietary formulas or blends.
12. Any proprietary software developed to support either DR or retail.
13. List of business contacts PH used for external support (ie: copywriters, package designers, media planning, retail brokers, contract manufacturers, etc.).
14. Testimonials product specific or company general.
15. Doctors or medical advisors contacts and any past or present agreements or documentation of their involvement with any products, marketing or ingredients.

**EXHIBIT A-2(a)**

**TRADEMARKS**

MARK	OWNER	COUNTRY	APP. NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS
APATRIM	PatentHEALTH, LLC	United States	77/140,595	26-Mar-2007	3,399,261	18-Mar-2008	Registered
ASTAMEGA-3	PatentHEALTH, LLC	Korea	40201063902	13-Dec-2010			Pending
ASTAMEGA-3	PatentHEALTH, LLC	United States	85/064,402	16-Jun-2010	3,959,776	May 10 2011	Registered
DISPERSACREAM	PatentHEALTH, LLC	United States	77/065,482	15-Dec-2006	3,282,240	21-Aug-2007	Registered
FLUID TAB	PatentHEALTH, LLC	United States	76/430,793	15-Jul-2002	3,261,398	10-Jul-2007	Registered
FLUIDJOINT	PatentHEALTH, LLC	United States	76/430,792	15-Jul-2002	2,811,477	03-Feb-2004	Registered
PATENTHEALTH, LLC	PatentHEALTH, LLC	United States	76/596,791	14-Jun-2004	3,047,718	24-Jan-2006	Registered
PATENTLEAN	PatentHEALTH, LLC	United States	76/232,680	29-Mar-2001	2,517,283	11-Dec-2001	Cancelled July 13, 2012
RAPIDFLEX	PatentHEALTH, LLC	United States	78/851,304	31-Mar-2006	3,723,869	08-Dec-2009	Registered
RAPIDFLEX	PatentHEALTH, LLC	United States	77/546,658	13-Aug-2008	3,944,754	4/12/11	Registered



MARK	OWNER	COUNTRY	APP. NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS
SMARTLEAN	PatentHEALTH, LLC	United States	77/065,444	15-Dec-2006	3,867,799	26-Oct-2010	Registered
TRIGOSAMINE	PatentHEALTH, LLC	United States	78/759,660	22-Nov-2005	3,158,385	17-Oct-2006	Registered

**EXHIBIT A-2(b)**

**COPYRIGHTS**

<u>Name</u>	<u>Full Title</u>	<u>Copyright No</u>	<u>Date</u>
PATENTHEALTH LLC	<u>APATRIM-- Pharmacies can't get new diet pill.</u>	VA0001712439	2007
PATENTHEALTH LLC	<u>APATRIM TM (Box Label)</u>	VA0001777150	2007
PatentHEALTH, LLC.	<u>Dieters line up for new weight loss capsule &amp; 1 other title.</u>	V3493D882	2003
PATENTHEALTH LLC	<u>FLUIDJOINT (Box Label)</u>	VA0001703910	2006
PatentHEALTH, LLC	<u>Nation's new top diet capsule is ephedra free : [PatentLEAN advertisement].</u>	TX0005645685	2002
PatentHEALTH, LLC	<u>PatentLEAN.</u>	TX0005575156	2000
PATENTHEALTH, LLC	<u>Public Handout Begins.</u>	VA0001714029	2007
PATENTHEALTH LLC	<u>Trigosamine-- New Smaller Pill Trigosamine (Box Label)</u>	VA0001707801	2007
PATENTHEALTH, LLC	<u>Trigosamine-- New Smaller Pill Trigosamine (Label)</u>	VA0001707800	2006

**EXHIBIT A-2(c)**

**DOMAIN NAMES**

Active

patenthealth.com  
trigosamine.com  
apatrim.com  
astamega-3.com  
fluidjoint.com

Non-Active

Apatrim.co	Patenthealth.co
Apatrim.xxx	Patenthealthllc.xxx
Apatrimdetox.com	Patentlean.com
Apatrimontv.com	Phessentials.com
Apatrimtv.com	Rapidflex.xxx
Appytv.com	Smartlean.co
Astamega-3.xxx	Smartlean.xxx
Astamega.com	Smartleannow.com
Beappytv.com	Trigosamine.co
Buyapatrim.com	Trigosamine.xxx
Buytrigo.com	Trigosaminetv.com
Fluidjoint.xxx	Trigotv.com