

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
Nutrition & Fitness, Inc.		12/17/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Mr. Richard J. Guy		
Street Address:	2712 Morganton Road		
City:	Fayetteville		
State/Country:	NORTH CAROLINA		
Postal Code:	28303		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4112224	KEY NATURALS	
CORRESPONDENCE DATA			
Fax Number:	3367266991		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3367213747		
Email:	DComatzer@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	26840.1.5		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		
Date:	12/26/2013		
Total Attachments: 2 source=KEY NATURALS.Assignment#page1.tif source=KEY NATURALS.Assignment#page2.tif			

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**ASSIGNMENT OF TRADEMARK
AND RELATED REGISTRATION**

THIS ASSIGNMENT OF TRADEMARK AND RELATED REGISTRATION (this "Assignment"), dated as of December 17, 2013 is from Nutrition & Fitness, Inc., a North Carolina corporation ("Assignor"), having a place of business at 4525 Campground Road, Fayetteville, North Carolina 28314, to Richard J. Guy, an individual ("Assignee"), having an address of 2712 Morganton Road, Fayetteville, North Carolina 28303.

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark and related United States trademark registration identified on Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill and the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the day and year first above written.

ASSIGNOR:

Nutrition & Fitness, Inc.

By: 

Its: Nutrition & Fitness, Inc.
Chairman

ASSIGNEE:

Richard J. Guy

By: 

TRADEMARK

REEL: 005182 FRAME: 0330

EXHIBIT A
TRADEMARK

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KEY NATURALS	4,112,224	March 13, 2012