

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F. H. G. CORPORATION d.b.a. INTEGRITY NUTRACEUTICALS		12/17/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	IN INGREDIENTS, INC.		
Street Address:	1028 NASHVILLE HIGHWAY		
City:	COLUMBIA		
State/Country:	TENNESSEE		
Postal Code:	38401		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2994490	CINNULIN PF	
Registration Number:	3302418	RAZBERI-K	
Registration Number:	3547481	CELLBERRY	
Registration Number:	3547480	TRINEUROPLEX	
Registration Number:	3547479	IVITALS	
Registration Number:	3635821	IFAS503	
Registration Number:	3547482	THERMODIAMINE	
Registration Number:	3667145	RC-NOS	
Registration Number:	3547484	LIPOLIDE SC	
Serial Number:	85197442	ARGININE AAB	
Registration Number:	3787859	CINNULIN	
Registration Number:	4298572	AMINOSHIELD	
Serial Number:	85964424	HYDROCARN	
Serial Number:	86068083	CLOCK	

TRADEMARK

Serial Number:	86100752	IN INGREDIENTS
Serial Number:	86100761	OXYJUN

CORRESPONDENCE DATA

Fax Number: 2486475210
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 248-647-6000
Email: docket@patlaw.com
Correspondent Name: Mark D. Schneider
Address Line 1: P. O. Box 7021
Address Line 4: Troy, MICHIGAN 48007

ATTORNEY DOCKET NUMBER:	INA-01000/08
NAME OF SUBMITTER:	Mark D. Schneider
Signature:	/mds/
Date:	01/16/2014

Total Attachments: 12
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and entered into as of the 17th day of December, 2013 (the "Effective Date"), by and between **INTEGRITY NUTRACEUTICALS INGREDIENTS, INC.**, a Tennessee corporation ("Assignee"), and **F.H.G. CORPORATION, d.b.a. INTEGRITY NUTRACEUTICALS**, a Florida corporation ("Assignor").

WITNESSETH

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to certain assets of Assignor as set forth on Exhibit A hereto (the "Assets"); and

WHEREAS, in connection therewith, Assignee has agreed to assume certain liabilities of Assignor as set forth on Exhibit B hereto (the "Assumed Liabilities").

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

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee all liens, all right, title and interest of Assignor in, to and under all of the Assets.
2. Assignor hereby transfers, assigns and conveys unto Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Assumed Liabilities.
3. Assignee hereby accepts the Assets and assumes all of the Assumed Liabilities, and agrees to pay and discharge as and when due in accordance with the provisions thereof all of the Assumed Liabilities. Assignee further agrees to indemnify and release Assignor from all current and future claims and liabilities with respect to the Assets and the Assumed Liabilities. Assignee assumes no liabilities other than those set forth on Exhibit B.
4. Assignor and Assignee hereby covenant and agree to execute and deliver such other instruments, and take such other action, each at Assignee's sole cost, as either party may reasonably request in connection with the transactions contemplated by this Agreement, including the delivery of any notices or other documents or instruments, which may be required in order to effect the purposes of this Agreement.
5. The terms and provisions hereof shall extend to and be binding upon the parties hereto, their successors and assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument. This Agreement may be executed by facsimile or electronic signature and each such signature shall be treated in all respects as having the same effect as an original signature.

7. This Agreement contains the entire agreement of the parties with regard to the matters set forth herein.

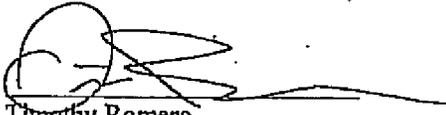
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws principles.

[Signature Page Follows]

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

ASSIGNEE:

INTEGRITY NUTRACEUTICALS
INGREDIENTS, INC., a Tennessee
corporation

By: 
Name: Timothy Romero
Title: President

ASSIGNOR:

F.H.G. CORPORATION d.b.a.
INTEGRITY NUTRACEUTICALS, a
Florida corporation

By: _____
Name: Peter Miller
Title: Vice President

[Signature Page to Assignment and Assumption Agreement]

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

ASSIGNEE:

INTEGRITY NUTRACEUTICALS
INGREDIENTS, INC., a Tennessee
corporation

By: _____

Name: Timothy Romero

Title: President

ASSIGNOR:

F.H.G. CORPORATION d.b.a.
INTEGRITY NUTRACEUTICALS, a
Florida corporation

By: _____

Name: Peter Miller

Title: Vice President

[Signature Page to Assignment and Assumption Agreement]

EXHIBIT A

Assets

The following registered intellectual property Assets:

TYPE	TITLE	COUNTRY	SERIAL NO. (FILING DATE)	PATENT NO. (REG. ISSUE DATE)	STATUS
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Trademark	CINNULIN PF	USA	78/358,235 1/27/2004	2,994,490 9/13/2005	ISSUED
Foreign Trademark	CINNULIN PF	China	7704178 9/17/2009	7704178 11/28/2010	ISSUED
Foreign Trademark	CINNULIN PF	Japan	2007-018689 3/5/2007	5,088,143 11/2/2007	ISSUED
Foreign Trademark	CINNULIN PF	Taiwan	098035727 8/27/2009	1416124 6/30/2010	ISSUED
Patent	METHOD OF USING DIETARY SUPPLEMENTS COMPRISING CINNAMON EXTRACTS TO PROMOTE WEIGHT LOSS	USA	11/182,701 7/15/2005		PENDING
Patent	METHODS AND MATERIALS FOR SUPPLEMENTS COMPRISING CINNAMON EXTRACTS TO PROMOTE WEIGHT LOSS	USA	12/917,626 11/2/2010		PENDING
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO ENHANCE CREATINE TRANSPORT	USA	10/823,429 4/12/2004	7,504,118 3/17/2009	ISSUED
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO ENHANCE CREATINE TRANSPORT	USA	12/404,930 3/16/2009	8,003,141 8/23/2011	ISSUED
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO ENHANCE CREATINE TRANSPORT	USA	13/187,771 7/21/2011	8,318,221 11/27/2012	ISSUED
Foreign Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF	Europe	05732146.5 4/11/2005		PENDING

	CINNAMON AND METHODS OF USING SAME TO ENHANCE CREATINE TRANSPORT				
Patent	DIETARY SUPPLEMENTS INCLUDING HE SHOU WU, PARASITIC LORANTHUS AND GREEN TEA TO PROMOTE WEIGHT LOSS	USA	11/405,749 4/18/2006	7,674,484 4/18/2006	ISSUED
Trademark	RAZBERI-K	USA	78/923,203 7/6/2006	3,302,418 10/2/2007	ISSUED
Trademark	CELLBERRY	USA	77/130,905 3/14/2007	3,547,481 12/16/2008	ISSUED
Trademark	TRINEUROPLEX	USA	77/130,887 3/14/2007	3,547,480 12/16/2008	ISSUED
Trademark	IVITALS	USA	77/130,839 3/14/2007	3,547,479 12/16/2008	ISSUED
Trademark	IFAS503	USA	77/130,999 3/14/2007	3,635,821 6/9/2009	ISSUED
Trademark	THERMODIAMINE	USA	77/130,919 3/14/2007	3,547,482 12/16/2008	ISSUED
Trademark	RC+NOS	USA	77/131,052 3/14/2007	3,667,145 8/11/2009	ISSUED
Trademark	LIPOLIDE SC	USA	77/131,069 3/14/2007	3,547,484 12/16/2008	ISSUED
Trademark	Arginine AAB	USA	85/197,442 12/14/2010		PENDING
Patent	DIETARY COMPOSITIONS AND METHODS OF ENHANCING LEAN BODY MASS AND EXERCISE PERFORMANCE	USA	12/052,940 3/21/2008	7,850,997 12/14/2010	ISSUED
Trademark	CINNULIN	USA	77/373,463 1/16/2008	3,787,859 5/11/2010	ISSUED
Patent	DIETARY SUPPLEMENTS CONTAINING TERPENOID ACIDS OF MASLINIC ACID OR OLEANOLIC ACID AND PROCESS FOR ENHANCING MUSCLE MASS IN MAMMALS	USA	13/654,813 10/18/2012		PENDING
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF NELUMBO AND METHODS OF USING	USA	12/702,753 2/9/2010		PENDING

	SAME				
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF NELUMBO AND METHODS OF USING SAME	USA	14/077,720 11/12/2013		PENDING
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO PROMOTE ENHANCED SIRTUIN, CELL AND TELOMERE INTEGRITY	USA	61/348,657 5/26/2010		EXPIRED
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO PROMOTE ENHANCED SIRTUIN, CELL AND TELOMERE INTEGRITY	USA	13/699,779 11/26/2012		PENDING
Trademark	AMINOSHIELD	USA	85/135,798 9/22/2010	4,298,572 3/5/2013	ISSUED
Patent	METHODS AND MATERIALS FOR REDUCING MULTIPLE RISK FACTORS ASSOCIATED WITH THE METABOLIC SYNDROME	USA	13/882,006 4/26/2013		PENDING
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF ARONIA AND METHODS OF USING SAME TO PROMOTE WEIGHT LOSS	USA	12/469,456 5/20/2009	8,158,683 4/17/2012	ISSUED
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF ARONIA AND METHODS OF USING SAME TO PROMOTE	USA	13/305,153 11/28/2011	8,445,035 5/21/2013	ISSUED

	WEIGHT LOSS				
Trademark	HYDROCARN	USA	85/964,424 6/19/2013		PENDING
Provisional Patent Application	DIETARY SUPPLEMENTALS CONTAINING EXTRACTS OF ROSEMARY OR HEMEROCALLIS FULVA AND METHODS OF USING SAME TO PROMOTE CIRCADIAN RHYTHM	USA	61/903,434 11/13/2013		PENDING
Trademark	CLOCK	USA	86/068,083 9/18/2013		PENDING
Trademark	IN INGREDIENTS	USA	86/100,752 10/24/2013		PENDING
Trademark	OXYJUN	USA	86/100,761 10/24/2013		PENDING
Provisional Patent Application	COMPOSITIONS AND METHODS FOR THE TREATMENT OR PROPHYLAXIS OF CIRCADIAN PROTEIN RELATED CONDITIONS	USA	61/903,440 11/13/2013		PENDING
Patent	DIETARY COMPOSITIONS CONTAINING ALPHA AMINO N-BUTYRATE AND METHODS OF ENHANCING LEAN BODY MASS	USA	12/056,667 03/27/2008		ABANDONED
Patent	DIETARY SUPPLEMENTS CONTAINING TERPENOID ACIDS OF MASLINIC ACID OR OLEANOLIC ACID AND PROCESS FOR ENHANCING MUSCLE MASS IN MAMMALS	USA	12/702,726 02/09/2010		PENDING
Patent	DIETARY SUPPLEMENTS CONTAINING EXTRACTS OF CINNAMON AND METHODS OF USING SAME TO PROMOTE ENHANCED SIRTUIN, CELL AND TELOMERE INTEGRITY	PCT	WO2011/150229 5/26/2011		PENDING

NOTE:

Three Pages Omitted

7264.0016, 12/13/2013, 14:52:47, Received by Tennessee Secretary of State The Harriet

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Ave.
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(For-Profit)

For Office Use Only

FILED

CORPORATE CONTROL NUMBER (IF KNOWN) 681940

PURSUANT TO THE PROVISIONS OF SECTION 48-20-106 OF THE TENNESSEE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Integrity Nutraceuticals Ingredients, Inc.

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
IN Ingredients, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

- AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
- AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING

3. PLEASE INSERT ANY CHANGES THAT APPLY:

- A. PRINCIPAL ADDRESS: _____
STREET ADDRESS
CITY STATE/COUNTRY ZIP CODE
- B. REGISTERED AGENT: _____
- C. REGISTERED ADDRESS: _____
STREET ADDRESS
TN CITY STATE ZIP CODE COUNTY
- D. OTHER CHANGES: _____

4. THE CORPORATION IS FOR PROFIT .

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF ISSUED SHARES IS AS FOLLOWS:
Cancellation of any issued shares and reissuance.

6. THE AMENDMENT WAS DULY ADOPTED ON December 12, 2013 (MONTH, DAY, YEAR)
BY (Please mark the block that applies):

- THE INCORPORATORS WITHOUT SHAREHOLDER ACTION, AS SUCH WAS NOT REQUIRED.
- THE BOARD OF DIRECTORS WITHOUT SHAREHOLDER APPROVAL, AS SUCH WAS NOT REQUIRED.
- THE SHAREHOLDERS.

Incorporator
SIGNER'S CAPACITY

DATE

12/12/13

SIGNATURE

J. Thomas DuBois
NAME OF SIGNER (TYPED OR PRINTED)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

IN Ingredients, Inc.
3005 PARKFIELD LOOP S
SPRING HILL, TN 37174-2879

December 13, 2013

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 681940 Status: Active
Filing Type: Corporation For-Profit - Domestic

Document Receipt

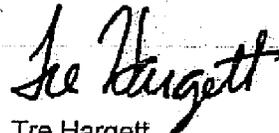
Receipt #: 1234789 Filing Fee: \$20.00
Payment-Check/MO - DUBOIS & DUBOIS PC , COLUMBIA, TN \$20.00

Amendment Type: Articles of Amendment Image #: 7264-0016
Filed Date: 12/13/2013 2:52 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Processed By: Darlene Baskin


Tre Hargett
Secretary of State

Field Name	Changed From	Changed To
Filing Name	Integrity Nutraceuticals Ingredients, Inc.	IN Ingredients, Inc.

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

RECORDED: 01/16/2014

TRADEMARK
REEL: 005194 FRAME: 0565