

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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
Health Management Corporation		11/18/2013	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Weight Management Services Corp.
<b>Street Address:</b>	99 Summer Street, Suite 1200
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2252625	BUILDING A HEALTHIER YOU
Registration Number:	2149677	HEALTHY SOLUTIONS
Registration Number:	2543514	TRIPLE IMPERATIVE
Registration Number:	1781038	BENEFIT
Registration Number:	4055546	BENEFIT
Registration Number:	1745774	BUILDING A HEALTHIER YOU
Registration Number:	1785480	FOR YOUR BETTER HEALTH
Registration Number:	1436157	HMR
Registration Number:	2741497	HMR AT HOME
Registration Number:	2704285	YOUR HEALTH IS IN YOUR HANDS
Registration Number:	3388909	HMR HEALTHY SHAKES
Registration Number:	3352061	HMR
Registration Number:	3348290	HMR HEALTHY SHAKES DIET PROGRAM
Registration Number:	3348219	HEALTH MANAGEMENT RESOURCES

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Registration Number:	3437930	LOSE THE WEIGHT. GAIN THE HEALTH.
Registration Number:	3246455	LOSE THE WEIGHT. GAIN THE HEALTH.
Registration Number:	3634893	DECISION-FREE
Registration Number:	3848726	HMR DIET
Registration Number:	4000223	QUICK START
Registration Number:	4039463	HMR DIET
Registration Number:	3405371	HMR FOR YOUR BETTER HEALTH HEALTH MANAGE
Serial Number:	86091467	HMR CALORIE SYSTEM
Serial Number:	86091453	THE SIMPLIFIED HMR CALORIE SYSTEM
Serial Number:	86091473	THE HMR CALORIE GUIDE FOR WEIGHT MANAGEM

**CORRESPONDENCE DATA**

Fax Number:

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

Email: trademarkus@merck.com  
Correspondent Name: Amy C. Van Eepoel of Merck & Co., Inc.  
Address Line 1: 126 E. Lincoln Avenue  
Address Line 2: Office of General Counsel  
Address Line 4: Rahway, NEW JERSEY 07065

ATTORNEY DOCKET NUMBER:	ADJACENCY/PROJECT CHOWDER
NAME OF SUBMITTER:	Amy C. Van Eepoel
Signature:	/Amy C. Van Eepoel/
Date:	02/20/2014

Total Attachments: 6

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") dated as of November 18, 2013 is entered into by Health Management Corporation, a Nevada corporation ("Assignor") and Weight Management Services Corp., a Delaware corporation ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement dated as of November 15, 2013 (the "Agreement"), among Assignor, Assignee, HMR Consumer LLC, a Massachusetts limited liability company and Dr. Lawrence Stifler, an individual.

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, trademark registrations and trademark applications listed on Schedule 1 attached hereto (the "Trademarks"), together with all associated goodwill; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to grant, sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, free and clear of all Encumbrances, other than Permitted Encumbrances, all right, title and interest in perpetuity in and to the Trademarks, together with all associated goodwill to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been executed and such grant, sale, conveyance, assignment, transfer and delivery not been made. Except as set forth in the Agreement, Assignor further assigns all related past, present and future causes of action, whether asserted or not, the right to enforce the rights to said Trademarks, the rights to all income derived from the Trademarks, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition and/or deceptive trade practices related to the Trademarks, use of confusingly similar marks or names by others, and all other related causes of action, and the right to sue therefor.

2. Further Assurances. Assignor agrees to use commercially reasonable best efforts to execute and deliver such other documents and take such other actions at the reasonable request and expense of Assignee that Assignee may require in order to transfer all of Assignor's right, title and interest in and to the Trademarks to Assignee, its successors or assigns, and to obtain, maintain, perfect, and protect the Trademarks and Assignee's rights therein.

3. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

4. Counterparts. This Assignment may be executed in any number of counterparts (including by means of .pdf or facsimile), each of which shall be deemed to be an original, and which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by .pdf or facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized officer as of the date set forth below.

ASSIGNOR:

HEALTH MANAGEMENT RESOURCES  
CORPORATION

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

Name: *St. Lawrence Stiller*  
Name: St. Lawrence Stiller

Title: President

ASSIGNEE:

WEIGHT MANAGEMENT SERVICES CORP.

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

Name: Leonard Tacconi

Title: President

TRADEMARK ASSIGNMENT  
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IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized officer as of the date set forth below.

ASSIGNOR:

HEALTH MANAGEMENT RESOURCES  
CORPORATION

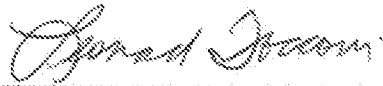
By: \_\_\_\_\_

Name: Dr. Lawrence Stifler

Title: President

ASSIGNEE:

WEIGHT MANAGEMENT SERVICES CORP.

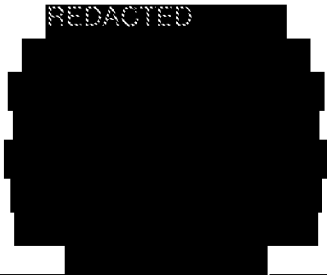
By:  \_\_\_\_\_


Name: Leonard Tacconi

Title: President

**Schedule 1  
Trademarks**

1. The following registered trademarks:

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BUILDING A HEALTHIER YOU	United States	2252625	June 15, 1999
HEALTHY SOLUTIONS	United States	2149677	April 7, 1998
TRIPLE IMPERATIVE	United States	2543514	February 26, 2002
BENEFIT	United States	1781038	July 13, 1993
BENEFIT	United States	4055546	November 15, 2011
BUILDING A HEALTHIER YOU	United States	1745774	January 12, 1993
FOR YOUR BETTER HEALTH	United States	1785480	August 3, 1993 
HMR	United States	1436157	April 14, 1987
HMR AT HOME	United States	2741497	July 29, 2003
YOUR HEALTH IS IN YOUR HANDS	United States	2704285	April 8, 2003
HMR HEALTHY SHAKES	United States	3388909	February 26, 2008
HMR	United States	3352061	December 11, 2007
HMR HEALTHY SHAKES DIET PROGRAM	United States	3348290	December 4, 2007
HEALTH MANAGEMENT RESOURCES	United States	3348219	December 4, 2007
LOSE THE WEIGHT. GAIN THE HEALTH.	United States	3437930	May 27, 2008

<u>Trademarks</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
LOSE THE WEIGHT. GAIN THE HEALTH.	United States	3246455	May 29, 2007
DECISION-FREE	United States	3634893	June 9, 2009
HMR DIET	United States	3848726	September 14, 2010
QUICK START	United States	4000223	July 26, 2011
HMR DIET	United States	4039463	October 11, 2011
	United States	3405371	April 1, 2008

2. The following trademark applications:

<u>Trademarks</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
HMR CALORIE SYSTEM	United States	86091467	October 15, 2013
THE SIMPLIFIED HMR CALORIE SYSTEM	United States	86091453	October 15, 2013
THE HMR CALORIE GUIDE FOR WEIGHT MANAGEMENT	United States	86091473	October 15, 2013

3. The following common law trademarks:

- (a) "Failure" Syndrome™
- (b) Five Success Variables™
- (c) For Better Taste and Nutrition™
- (d) For Losing Weight Today and Keeping It Off Tomorrow™
- (e) Healthy Solutions Diet Blitz™
- (f) Healthy Solutions for Weight Loss™
- (g) HMR at Home for Teens™
- (h) HMR Program for Risk-Factor Management™
- (i) HMR Program for Weight Management™
- (j) Making Calories Count™

- (k) More Is Better™
- (l) Restart™
- (m) Serving You Well™
- (n) Simple Choices Diet™
- (o) Success Cycle™
- (p) The Gap™
- (q) The Healthy Dieters' Report™
- (r) The Weight Loss Experts™
- (s) Walk-O-Meter™
- (t) Weight Loss Cafe™
- (u) Your Better Health™