900282277 03/06/2014

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
Windmill Health Products, LLC		ll10/29/2013 l	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Spartan Brands, Inc.	
Street Address:	451 Park Avenue South	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10016	
Entity Type:	CORPORATION: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86032510	CITRISLIM

CORRESPONDENCE DATA

Fax Number: 9734390265

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

Mail.

Phone: 973-439-0123
Email: yagodalaw@aol.com
Correspondent Name: Scott Yagoda
Address Line 1: 155 Passaic Avenue

Address Line 4: Fairfield, NEW JERSEY 07004

NAME OF SUBMITTER:	Scott Yagoda
Signature:	/Scott Yagoda/
Date:	03/06/2014

Total Attachments: 2

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TRADEMARK REEL: 005232 FRAME: 0215 OF \$40.00 86032510

TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October 24, 2013 ("Effective Date"), is

between Windmill Health Products, LLC, a New Jersey limited liability company having a place

of business at 6 Henderson Drive, West Caldwell, New Jersey 07006 ("Assignor"), and Spartan

Brands, Inc., a corporation formed under the laws of the State of New York having a place of

business at 451 Park Avenue South, New York, New York 10016 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the

trademark CITRISLIM (the "Mark"), U.S. Trademark Application Serial No. 86/032510 for the

Mark (the "Application"), and all of the goodwill associated and connected with the Mark, and

desires to assign, transfer and sell to Assignee the Mark, all of the goodwill associated therewith,

and the Application; and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and

interest in and to the Mark, all of the goodwill associated therewith, the portion of and the

Application.

NOW, THEREFORE, for Twelve Thousand Five Hundred (\$12,500) and other fair

and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to

Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Mark,

the goodwill associated therewith, the Application and any renewals thereof, all causes of action

(in law and equity) and the right to sue, counterclaim, and recover for past, present, and future

infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all

rights, including the goodwill, corresponding thereto throughout the respective countries where

Assignor holds or has applied for rights in the Mark.

TRADEMARK REEL: 005232 FRAME: 0216

Assignor, as of the Effective Date, agrees to immediately cease using the Mark and agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated above.

WINDMILL HEALTH PRODUCTS, LLC

By: Howard Munk

Name: Howard Munk

Title: President