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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM305421

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	06/01/2011	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ganeden Biotech, Inc.		05/16/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Schiff Nutrition Group, Inc.	
Street Address:	2002 South 5070 West	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84101	
Entity Type:	CORPORATION: UTAH	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77457121	THE PROLIFIC PROBIOTIC

### **CORRESPONDENCE DATA**

**Fax Number:** 8018528203

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 801-805-3688

**Email:** pto@techlawventures.com

Correspondent Name: Preston C. Regehr
Address Line 1: 3290 W. Mayflower Way

Address Line 4: Lehi, UTAH 84043

ATTORNEY DOCKET NUMBER:	7449 TM THE PROLIFIC PROB
NAME OF SUBMITTER:	Preston C. Regehr
SIGNATURE:	/Preston C. Regehr/
DATE SIGNED:	05/22/2014

### **Total Attachments: 3**

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TRADEMARK REEL: 005285 FRAME: 0559

# ASSIGNMENT NUNC PRO TUNC

WHEREAS, Ganeden Biotech, Inc., a Delaware corporation ("Assignor"), with a place of business at 5800 Landerbrook Drive, Suite 300, Mayfield Heights, Ohio 44124, owns the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Schiff Nutrition Group, Inc., a Utah corporation ("Assignee"), with a business address at 2002 South 5070 West, Salt Lake City, Utah 84104, is desirous of acquiring the Trademark, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

Assignor does hereby assign and transfer to Assignee, *nunc pro tunc*, effective as of June 1, 2011, Assignor's right, title, and interest in and to the Trademark, together with all the associated goodwill of its business symbolized by the Trademark, and all applications and registrations of the Trademark, as well as all rights to injunctive relief, damages, and profits, due or accrued, arising out of all causes of action, past, present, and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns, or other legal representatives; the same to be held and enjoyed by said Assignee for its own use, and for its legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this Assignment Nunc Pro Tunc not been made.

[Signature Page Follows]

TRADEMARK REEL: 005285 FRAME: 0560

IN WITNESS WHEREOF, this Assignment Nunc Pro Tunc has been executed effective as of June 1, 2011.

STATE OF

**SEAL** 

GANEDEN BIOTECH, INC. (Assignor) Title: Date: On this // day of Non 2014, before me appeared Hndrew Les Kourthe person who signed this Assignment Nunc Pro Tunc, who acknowledged that he/she signed it as a free act on behalf of Ganeden Biotech, Inc., with authority to do so. Malaly Maily Polaski Notary Public

My commission expires on: 6 22 2016

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Assigning Party: Ganeden Biotech, Inc. Receiving Party: Schiff Nutrition Group, Inc.

# **SCHEDULE A**

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
THE PROLIFIC PROBIOTIC	77457121	4/24/2008	3758318	3/9/2010

- 3 -7458741 v1

> TRADEMARK REEL: 005285 FRAME: 0562