

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Himalayan International Institute of Yoga Science and Philosophy of the USA		05/31/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NeilMed Pharmaceuticals, Inc.		
<b>Street Address:</b>	601 Aviation Boulevard		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2799715		
<b>Registration Number:</b>	2868327		
<b>Registration Number:</b>	3901037	NETI WASH	
<b>Registration Number:</b>	2674874	NETI WASH PLUS	
<b>Registration Number:</b>	3413478	NETI STIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586785099		
<i>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.</i>			
<b>Phone:</b>	(858) 678-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	12103-0108001		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>SIGNATURE:</b>	/lisa m martens/		
<b>DATE SIGNED:</b>	07/29/2014		

CH \$140.00 2799715

**Total Attachments: 4**

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**EXHIBIT 1.1(f)  
TO PURCHASE AND SALE AGREEMENT**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into effective as of May 31, 2014 ("Effective Date") by and between Himalayan International Institute of Yoga Science and Philosophy of the USA, an Illinois not-for-profit corporation ("Assignor"), and NeilMed Pharmaceuticals, Inc., a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement effective as of May 31, 2014 (the "Agreement"), pursuant to which Assignor agrees to assign to Assignee the Assets, as defined in the Agreement;

WHEREAS, pursuant to the assignment of the Assets to the Assignee, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to the trademarks owned by Assignor (the "Trademarks"), as more fully set forth in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country. Any expenses incurred by Assignor in above executions will be borne by Assignee.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Signature pages transmitted by facsimile, e-mail or other electronic means shall be deemed to be originals.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Himalayan International Institute of Yoga  
Science and Philosophy of the USA

ASSIGNEE:

NeilMed Pharmaceuticals, Inc.

By:   
Name: Greg Capitolo  
Title: Treasurer

By:  JUNE 4, 2014  
Name: Ketan C. Mehta  
Title: Chief Executive Officer

**EXHIBIT A**  
**TRADEMARKS**

**Registered Trademarks**

2 Neti Pot related:

**1. Lotus Flower and Water Design**

U.S. Registration #2799715

Registration date: 12/30/2003

IC 021

For ceramic pitchers used as nasal cleansing device.

The mark consists of a three dimensional representation of a lotus flower with water underneath.

**2. Vessel Configuration Design**

U.S. Registration #2868327

Registration date: 8/3/2004

IC 010

Nasal cleansing vessels for administering saline solution to nasal passages.

The mark consists of a nasal cleaning vessel having an elongated spout at one end, a handle at the opposite end, and an opening at the top.

**3. Neti Wash**

U.S. Registration #390137

Registration date: 1/4/2011

IC 003, 010

Nasal irrigation vessels; kits comprised of nasal irrigation vessels and non-medicated mineral salts for use in nasal cleansing; and kits comprised of nasal irrigation vessels, non-medicated mineral salts for use in nasal cleansing and inhalers filled with essential oils.

**4. Neti Wash Plus**

U.S. Registration #2674874

Registration date: 1/14/2003

IC 005

For nasal wash

**5. Neti Stik**

U.S. Registration #3413478

Registration date: 4/15/2008

IC 003

Inhaler filled with essential oils

**6. Neti Stik**

Thailand Registration #KOR269651  
Registration date 2/23/2007  
IC 005  
Inhaler filled with essential oils

**7. Neti Stik**

India Registration #1530703  
Registered 12/19/2009  
IC 005  
Inhaler filled with essential oils

**8. Neti Stik**

Canada Registration #TMA759459  
Registration date: 2/12/2010  
IC 005  
Inhaler filled with essential oils

**9. Neti Stik**

CTM (European Union) #5685151  
Registration date: 2/1/2008  
IC 003,005,010  
Inhaler filled with essential oils

**Unregistered Trademarks**

**1. Neti Mist**

First use October, 2009

**2. Neti Mist Kids**

First use August 2012

**3. Neti Wash Flu**

First use January 2010

**4. Neti Salt**

First use before December 2001

**Domains and renewal dates**

netipot.com - 6/28/2014

netipot.org - 11/24/2014

netipot.info - 9/21/2014

netipot.net - 7/17/2014

netiwashplus.com - 3/18/2015

netiwashplus.org - 3/18/2015

pinknetipot.com - 9/27/2014

*Handwritten:* 1/21/14