

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315422

<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>
Humanetics Corporation		08/18/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InterHealth Nutraceuticals Incorporated		
<b>Street Address:</b>	5451 Industrial Way		
<b>City:</b>	Benecia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94510		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75297291	KETOLIFE	
<b>Serial Number:</b>	75279204	KETO GUARD	
<b>Serial Number:</b>	75426140	7-KETO	
<b>Serial Number:</b>	75488593	7-OXO	
<b>Serial Number:</b>	78021658	METABOLIC ADVANTAGE	
<b>Serial Number:</b>	78104950	METABOLIC MAGIC	
<b>Serial Number:</b>	78473553	METAMUNE	
<b>Serial Number:</b>	78483769	AUGMUNE	
<b>Serial Number:</b>	77057271	AUGMUNE	
<b>Registration Number:</b>	2675783	7-KETO	
<b>Registration Number:</b>	2964802	7-KETO	
<b>Registration Number:</b>	2476865	WEIGHT LOSS ACCELERATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>TRADEMARK</b>			

CH \$315.00 75297291

**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 08/28/2014

**Total Attachments: 15**

source=8-28-14 Humanetics Corporation-TM#page1.tif  
source=8-28-14 Humanetics Corporation-TM#page2.tif  
source=8-28-14 Humanetics Corporation-TM#page3.tif  
source=8-28-14 Humanetics Corporation-TM#page4.tif  
source=8-28-14 Humanetics Corporation-TM#page5.tif  
source=8-28-14 Humanetics Corporation-TM#page6.tif  
source=8-28-14 Humanetics Corporation-TM#page7.tif  
source=8-28-14 Humanetics Corporation-TM#page8.tif  
source=8-28-14 Humanetics Corporation-TM#page9.tif  
source=8-28-14 Humanetics Corporation-TM#page10.tif  
source=8-28-14 Humanetics Corporation-TM#page11.tif  
source=8-28-14 Humanetics Corporation-TM#page12.tif  
source=8-28-14 Humanetics Corporation-TM#page13.tif  
source=8-28-14 Humanetics Corporation-TM#page14.tif  
source=8-28-14 Humanetics Corporation-TM#page15.tif

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into as of August 18, 2014, by and between Humanetics Corporation, a Minnesota corporation ("Assignor") and InterHealth Nutraceuticals Incorporated, a California corporation ("Assignee"). Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of each of the trademark and service mark registrations, and trademark and service mark applications (including any and all trademark rights embodied by and emanating from such registrations and applications and goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Patent and Technology Purchase Agreement, dated as of July 22, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title and interest in, to and under the Assigned Assets, including all right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment, subject to the provisions of the Purchase Agreement.

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

1. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's worldwide right, title and interest in, to and under the Trademarks and the goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks, including all rights therein provided by statute, common law, contracts, international conventions and treaties, all rights of priority and renewals, all income, royalties and payments now or hereafter due or payable with respect to the Trademarks and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, all of the foregoing to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Further Assurances. (a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks and the goodwill of the business in connection with

which said Trademarks are used and which are symbolized by said Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) Assignor shall take all actions reasonably requested by Assignee and shall execute any documents as may be reasonably requested by Assignee, from time to time, to fully vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks and the goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks with the same legal force and effect as if executed by Assignor.

3. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

4. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

6. Notices. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

7. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than Assignee and Assignor and their respective successors and permitted assigns.

8. Successors. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. Governing Law. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon or arising out of, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of

California, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

10. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Entire Agreement. This Assignment and the Purchase Agreement (including the schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof and thereof.

12. Amendment. This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Assignor and Assignee or (b) by a waiver in accordance with Section 13.

13. Waiver. Any waiver of any term or condition of this Assignment shall be valid only if set forth in an instrument in writing signed by Assignor and Assignee. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment. The failure of a party or parties hereto to assert any of their rights hereunder shall not constitute a waiver of any of such rights.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**INTERHEALTH NUTRACEUTICALS  
INCORPORATED**

By: 

Name: Paul S. J. Dijkstra  
Title: Chief Executive Officer

**HUMANETICS CORPORATION**

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

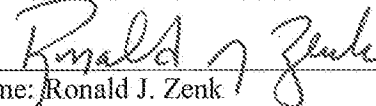
Name: Ronald J. Zenk  
Title: President

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**INTERHEALTH NUTRACEUTICALS  
INCORPORATED**

By: \_\_\_\_\_  
Name: Paul S. J. Dijkstra  
Title: Chief Executive Officer

**HUMANETICS CORPORATION**

By:  \_\_\_\_\_  
Name: Ronald J. Zenk  
Title: President

**SCHEDULE A**

**TRADEMARKS**

<b>STATUS</b>	<b>SLO FILE # (COUNTRY)</b>	<b>MARK</b>	<b>APPLN No. REGISTRATION No.</b>	<b>DESCRIPTION OF GOODS/SERVICES</b>
Application (Abandoned)	081CATM01 (Canada)	KETOLIFE	<b>Serial No.</b> 859,855 <b>Registration No.</b>	<b>Class 001:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081DETM01 (Germany)	KETOLIFE	<b>Serial No.</b> 397 53 018.8/01 <b>Registration No.</b> 397 53 018	<b>Class 001:</b> Chemicals used in industry and science; <b>Class 005:</b> derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081FRM01 (France)	KETOLIFE	<b>Serial No.</b> 97701,689 <b>Registration No.</b> 97701,689	<b>Class 001:</b> Chemicals used in industry and science; <b>Class 005:</b> derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081GBTM01 (Great Britain)	KETOLIFE	<b>Serial No.</b> 2,149,679 <b>Registration No.</b>	<b>Class 001:</b> Androgen derivatives used as ingredients in the manufacture of dietary supplements, dietary supplements containing or based on androgen derivatives. <b>Class 005:</b> Androgen derivatives used as ingredients in the

*Schedule A to Assignment of Trademarks*

WEIL:44501228\54281.0005





STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
			2,149,679	manufacture of dietary supplements, dietary supplements containing or based on androgen derivatives, pharmaceutical preparations containing or based on androgen derivatives.
Registration (Cancelled)	081JPTM01 (Japan)	KETOLIFE	<b>Serial No.</b> 9-171660  <b>Registration No.</b> 4,278,310	<b>Class 001:</b> Plant growth regulating preparations, higher fatty acids, flours & starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals  <b>Class 005:</b> Pharmaceutical preparations
Application (Abandoned)	81USTM01 (United States)	KETOLIFE	<b>Serial No.</b> 75/297,291  <b>Registration No.</b>	<b>Class 001:</b> derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements  <b>Class 005:</b> derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	80USTM01 (United States)	KETO GUARD	<b>Serial No.</b> 75/279,204  <b>Registration No.</b>	<b>Class 001:</b> derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements  <b>Class 005:</b> derivatives of Dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Registered (Cancelled)	101AUTM02 (Australia)	<b>7·KETO</b>	<b>Serial No.</b> 778,504  <b>Registration No.</b>	<b>Class 001:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.  <b>Class 005:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements

Schedule A to Assignment of Trademarks

WEIL:44501228\54281.0005

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered	101CATM01 (Canada)	7-KETO	778,504	Class 001 Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registered	101CATM02 (Canada)	<b>7·KETO</b>	Serial No. 884,541 Registration No. TMA 594,851	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Application (Abandoned)	101EPTM01 (Europe)	7-KETO	Serial No. 907,576 Registration No. TMA 606,108	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registered (Cancelled)	101EPTM02 (Europe)	<b>7·KETO</b>	Serial No. 992,909 Registration No. 992,909	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered (Cancelled)	101JPTM01 (Japan)	7-KETO	<b>Serial No.</b> 10-60167  <b>Registration No.</b> 4,328,255	<p><b>Class 001:</b> Plant growth regulating preparations, higher fatty acids, flours &amp; starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals.</p> <p><b>Class 005:</b> Dietary supplement capsules for medical use containing derivatives of Dehydroepiandrosterone (DHEA) as an integral component and other pharmaceutical preparations</p>
Registered (Cancelled)	101JPTM02 (Japan)		<b>Serial No.</b> 10-99430  <b>Registration No.</b> 4,371,847	<p><b>Class 001:</b> Plant growth regulating preparations, higher fatty acids, flours &amp; starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals.</p> <p><b>Class 005:</b> Dietary supplement capsules for medical use containing derivatives of Dehydroepiandrosterone (DHEA) as an integral component and other pharmaceutical preparations</p>
Registered (Cancelled)	101NZTM02 (New Zealand)		<b>Serial No.</b> 301390  <b>Registration No.</b> 301390	<p><b>Class 005:</b> dietary supplements containing derivatives of dehydroepiandrosterone (DHEA)</p>

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered (Cancelled)	101NZTM03 (New Zealand)	<b>7-KETO</b>	<b>Serial No.</b> 301389  <b>Registration No.</b> 301389	<b>Class 001:</b> dietary supplements containing derivatives of dehydroepiandrosterone (DHEA)
Application (Abandoned)	101USTM01 (United States)	7-KETO	<b>Serial No.</b> 75/426,140  <b>Registration No.</b>	<b>Class 001:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; <b>Class 005:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Registered	101USTM02 (United States)	<b>7-KETO</b>	<b>Serial No.</b> 75/530,919  <b>Registration No.</b> 2,675,783	<b>Class 001:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; <b>Class 005:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Registered	101USTM03 (United States)	7-KETO	<b>Serial No.</b> 76/587,999  <b>Registration No.</b> 2,964,802	<b>Class 001:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; <b>Class 005:</b> Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	107AUTM01 (Australia)	7-OXO	<b>Serial No.</b> 778505  <b>Registration No.</b>	<b>Class 001:</b> Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements  <b>Class 005:</b> Derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	107CATM01 (Canada)	7-OXO	<b>Serial No.</b> 896,398  <b>Registration No.</b>	<b>Class 001:</b> Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements;  <b>Class 005:</b> derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements.
Application (Abandoned)	107EPTM01 (Europe)	7-OXO	<b>Serial No.</b> 993196  <b>Registration No.</b>	<b>Class 001:</b> Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.  <b>Class 005:</b> Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	107JPTM01 (Japan)	7-OXO	<b>Serial No.</b> 10-99430  <b>Registration No.</b>	<p><b>Class 001:</b> Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.</p> <p><b>Class 005:</b> Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements</p>
Application (Abandoned)	107NZTM01 (New Zealand)	7-OXO	<b>Serial No.</b> 301387  <b>Registration No.</b>	<p><b>Class 001:</b> Chemicals used in industry and science;</p> <p><b>Class 005:</b> derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.</p>
Application (Abandoned)	107NZTM02 (New Zealand)	7-OXO	<b>Serial No.</b> 301388  <b>Registration No.</b>	<p><b>Class 001:</b> Chemicals used in science;</p> <p><b>Class 005:</b> derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements</p>
Application (Abandoned)	107USTM01 (United States)	7-OXO	<b>Serial No.</b> 75/488,593  <b>Registration No.</b>	<p><b>Class 001:</b> Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements</p> <p><b>Class 005:</b> Derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements</p>

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	200CATM01 (Canada)	METABOLIC ADVANTAGE	Serial No. 1,093,111  Registration No.	Class 005: Dietary supplements
Application (Abandoned)	200USTM01 (United States)	METABOLIC ADVANTAGE	Serial No. 78/021,658  Registration No.	Class 005: Dietary supplements
Registration (Abandoned)	201USTM01 (United States)	WEIGHT LOSS ACCELERATOR	Serial No. 78/029,962  Registration No. 2,476,865	Class 005: Dietary supplements
Application (Abandoned)	231USTM01 (United States)	METABOLIC MAGIC	Serial No. 78/104,950  Registration No.	Class 005: Dietary and nutritional supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	297CATM01 (Canada)	METAMUNE	<b>Serial No.</b> 1,246,652  <b>Registration No.</b>	<b>Class 001:</b> Ingredients used in the manufacture of dietary supplements; dietary supplements.
Application (Abandoned)	297EPTM01 (Europe)	METAMUNE	<b>Serial No.</b> 4,292,331  <b>Registration No.</b>	<b>Class 001:</b> Ingredients used in the manufacture of dietary supplements; chemicals used in industry and science <b>Class 005:</b> Dietary supplements and dietetic substances, as included in class 5, (excluding dietary supplements and dietetic substances for babies).
Application (Abandoned)	297USTM01 (United States)	METAMUNE	<b>Serial No.</b> 78/473,553  <b>Registration No.</b>	<b>Class 001:</b> Ingredients used in the manufacture of dietary supplements, namely, derivatives of dehydroepiandrosterone (DHEA) <b>Class 005:</b> Dietary supplements
Application (Abandoned)	300USTM01 (United States)	AUGMUNE	<b>Serial No.</b> 78/483,769  <b>Registration No.</b>	<b>Class 005:</b> dietary supplements for immune support



STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	315USTM01 (United States)	AUGMUNE	<b>Serial No.</b> 77/057,271  <b>Registration No.</b>	<b>Class 005:</b> pharmaceutical preparations for the treatment of immune system disorders; pharmaceutical preparations for regulation of the immune system