

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arizona Nutritional Supplements, Inc.		10/31/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Arizona Nutritional Supplements, LLC		
Street Address:	210 South Beck Avenue		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2875686	NUVITE LABS	
Registration Number:	4130456	ANS	
Serial Number:	86134131	PURE & SIMPLE SUPPLEMENTS	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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>			
Phone:	6023826000		
Email:	ipdocket@swlaw.com		
Correspondent Name:	SNELL & WILMER L.L.P.		
Address Line 1:	400 E VAN BUREN ST STE 1900		
Address Line 2:	ONE ARIZONA CENTER		
Address Line 4:	PHOENIX, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	63569.00100,.00200&.00300		
NAME OF SUBMITTER:	John H. Platt		
SIGNATURE:	/John H. Platt/		
DATE SIGNED:	01/28/2015		
Total Attachments: 3			
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source=Assignment from ANS, Inc. to ANS, LLC dated 10-31-2012#page2.tif

source=Assignment from ANS, Inc. to ANS, LLC dated 10-31-2012#page3.tif

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AND CONTRIBUTION AGREEMENT, dated as of October 31, 2012 (the "**Agreement**"), is by and between Arizona Nutritional Supplements, Inc., an Arizona corporation ("**Parent**"), and Arizona Nutritional Supplements, L.L.C. a Delaware limited liability company and wholly-owned subsidiary of Parent (the "**Company**").

RECITALS

1. Parent operates a full-service, turn-key contract and private label manufacturing and packaging services business for the vitamins, minerals and supplements industry (the "**Business**");
2. In connection with the execution and delivery of a proposed Unit Purchase and Redemption Agreement to be entered into by and among Parent, the stockholders of Parent, the Company, and certain investment partnerships (the "**Purchase Agreement**"), Parent desires to sell, convey, transfer and deliver to the Company all of the right, title and interest of Parent in and to the Assets (as defined below), in return for which the Company desires to (i) assume all of the Liabilities (as defined below) of Parent, and (ii) issue to Parent common units of membership interest in the Company ("**Units**") (such transaction, the "**Asset Transfer Transaction**"); and
3. Following the Asset Transfer Transaction, Parent's sole asset will be, and its sole business will be the holding of, the Units, and the Company will operate the Business and own the Assets and the Liabilities.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

1. **Assets Being Transferred and Acquired**. Subject to the terms and conditions hereof, Parent hereby sells, assigns, transfers, conveys, and delivers to Company all of the right, title and interest of Parent in and to all of the Assets. For purposes of this Agreement, the term "**Assets**" shall include all properties, assets and rights, of every nature, whether tangible or intangible (including goodwill), whether real, personal or mixed, wherever located, that are owned by Parent and that are used and usable in the Business; provided, that "**Assets**" shall not include such properties, assets or rights as set forth on **Exhibit A** attached hereto.
2. **Assumption of Liabilities; Issuance of Units**. Subject to the terms and conditions hereof, the Company hereby (a) assumes and agrees to be liable for and to perform, discharge and/or pay when due all of the Liabilities, and (b) sells, transfers and delivers to Parent the Units. For purposes of this Agreement, the term "**Liabilities**" shall include without limitation any indebtedness, guarantee, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured; provided, that "**Liabilities**" shall not include (i) any and all Stockholders' Expenses (as such term is defined in the Purchase Agreement), (ii) any liabilities or obligations of any nature relating to arising from or in any way associated with the matters listed or described on Schedule 7.02(e) of the Purchase Agreement, all of which shall remain the sole responsibility of Parent, or (iii) all obligations or liabilities of Parent for accounts payable with

respect to which Parent has issued checks for the payment thereof but which checks have not cleared as of the date hereof.

3. **Third-Party Consents.** To the extent that the rights of Parent under any lease, license, contract, permit or authorization relating to the Assets may not be assigned to the Company without the consent of another Person, Parent hereby represents and warrants that it has obtained such consent.

4. **Representations and Warranties.** Following the Asset Transfer Transaction, Parent's sole asset is, and its sole business is the holding of, the Units, and the Company operates the Business and has all right, title and interest in and to the Assets, subject to the Liabilities.

5. **Payment of Transfer Fees and Sales Taxes.** All sales, use and transfer taxes and other fees, if any, resulting from the Asset Transfer Transaction shall be paid one half by Parent and one half by the Company.

6. **Miscellaneous Provisions.**

(a) The Company waives compliance by Parent with the provisions of any applicable bulk sales law.

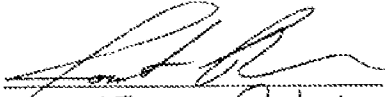
(b) The covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their shareholders and their successors and assigns, and they shall not be construed as conferring any rights or remedies on any other persons.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

[Signature page follows.]

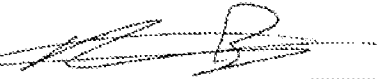
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written.

ARIZONA NUTRITIONAL SUPPLEMENTS,
INC.

By: 
Name: Jonathan Pinkus
Title: CEO

ARIZONA NUTRITIONAL SUPPLEMENTS,
LLC

By: Arizona Nutritional Supplement, Inc., its
sole member

By: 
Name: AARON BLUNCH
Title: Secretary

[Signature Page to Asset Transfer Agreement]