

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM333984

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IVC Industries, Inc.		01/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Vitamin Corporation		
<b>Street Address:</b>	500 Halls Mill Road		
<b>City:</b>	Freehold		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07728		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0973822	FIELDS OF NATURE	
<b>Registration Number:</b>	3509899	FIELDS OF NATURE	
<b>Registration Number:</b>	1977278	INTERGEL	
<b>Registration Number:</b>	1069719	NATURE'S WONDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	951-749-4469		
<b>Email:</b>	yuin.choe@ivcinc.com		
<b>Correspondent Name:</b>	Yuin Choe		
<b>Address Line 1:</b>	11010 Hopkins Street		
<b>Address Line 2:</b>	International Vitamin Corporation		
<b>Address Line 4:</b>	Mira Loma, CALIFORNIA 91752		
<b>ATTORNEY DOCKET NUMBER:</b>	8848-041		
<b>NAME OF SUBMITTER:</b>	Ted Georgiou		
<b>SIGNATURE:</b>	/Ted Georgiou/		
<b>DATE SIGNED:</b>	03/04/2015		

OP \$115.00 0973822

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 15, 2010, is entered into by and between IVC Industries, Inc., a Delaware corporation, successor by merger to Hall Laboratories, Inc., having an address of 51 Sawyer Road, Suite 200, Waltham, Massachusetts 02453 ("Assignor"), and International Vitamin Corporation, a Delaware corporation, having an address of 3146 Red Hill Avenue, Suite 120, Costa Mesa, California 92626 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 9, 2009 (as amended, modified, supplemented or restated from time to time, the "Agreement"); capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the rights, title and interest of Assignor in and to the Marks, including, without limitation, the Marks described on Schedule A attached hereto, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee, all of its right, title and interest in and to the Marks, together with (i) the registrations of the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated goodwill. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Marks in a form acceptable for recordation in both the United States Patent and Trademark Office and the corresponding entity or agency in any applicable foreign country.

This Assignment is subject to all the terms and conditions of the Agreement. This Assignment does not modify the terms of the Agreement. Each of the parties, by their execution of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, reduced, modified or altered in any way by this instrument. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

*[Remainder of Page Intentionally Left Blank]*

The foregoing assignment is hereby made as of the 4th day of January, 2010.

APPROVED

Notary Form

Department

IVC INDUSTRIES, INC.

By: [Signature]

Name: Sergiy Shcherbakov

Title: Vice President

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

SUBSCRIBED AND SWORN to before me on this 4th day of JANUARY, 2010, appeared Sergiy Shcherbakov, the person who signed this instrument, who acknowledged that he/she is the Vice President of IVC Industries, Inc. and that being duly authorized he/she signed such instrument as a free act on behalf of IVC Industries, Inc.



[Signature]  
Notary Public

My Commission Expires: 9/12/14

The foregoing assignment is accepted as of the \_\_\_\_ day of January, 2010.

INTERNATIONAL VITAMIN CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this \_\_\_\_ day of \_\_\_\_\_, 2010, appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he/she is the/a \_\_\_\_\_ of International Vitamin Corporation, and that being duly authorized he/she signed such instrument as a free act on behalf of International Vitamin Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Signature Page to IVC Trademark Assignment Agreement

The foregoing assignment is hereby made as of the 15<sup>th</sup> day of January, 2010.

IVC INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this \_\_\_\_ day of \_\_\_\_\_, 2010, appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he/she is the \_\_\_\_\_ of IVC Industries, Inc. and that being duly authorized he/she signed such instrument as a free act on behalf of IVC Industries, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

The foregoing assignment is accepted as of the 13<sup>th</sup> day of January, 2010.

INTERNATIONAL VITAMIN CORPORATION

By: \_\_\_\_\_  
Name: Ming Dai  
Title: President

STATE OF NEW YORK  
COUNTY OF NEW YORK

SUBSCRIBED AND SWORN to before me on this 13<sup>th</sup> day of January, 2010, appeared Ming Dai, the person who signed this instrument, who acknowledged that he/she is the/a President of International Vitamin Corporation, and that being duly authorized he/she signed such instrument as a free act on behalf of International Vitamin Corporation.

Michael Voller  
Notary Public

My Commission Expires:

MICHAEL VOLLER  
NOTARY PUBLIC, State of New York  
No. 01VO6008998  
Qualified in Kings County  
Commission Expires July 27, 2010

Signature Page to IVC Trademark Assignment Agreement

**SCHEDULE A****TRADEMARKS**

Trademark	Country	File Date	File No.	Reg. Date	Reg. No.
BONEMAX	US	03/13/2002	76/381811	11/04/2003	2780395
ESTROHEALTH	US	02/02/2001	76/205729	06/03/2003	2722110
FIELDS OF NATURE	IL	06/13/1993	87743	09/07/1995	87743
FIELDS OF NATURE	JP	09/08/2000	2000-099005	05/17/2002	4568840
FIELDS OF NATURE	TW	04/16/2000	89018297	12/16/2001	975247
FIELDS OF NATURE	US	02/20/1973	72/449254	11/27/1973	973822
FIELDS OF NATURE	US	11/08/2004	78/512913	09/30/2008	3509899
FIELDS OF NATURE (AND DESIGN)	IL	08/05/1993	88468	09/07/1995	88468
HERB ESSENTIALS	GB	02/17/2009	2508979		
INNER SPLENDOR	US	08/01/2001	76/293210	11/25/2003	2787068
INTERGEL	US	07/05/1994	74/545320	05/28/1996	1977278
MEGA SOURCE	US	05/09/2001	76/254594	11/25/2003	2787013
MINIGEL (Supplemental Register)	US	07/25/2002	76/434242	06/10/2003	2726103
MULTIPLETE	US	08/28/2008	77/557985		
NATURE'S WONDER	US	10/22/1976	73/104145	07/19/1977	1069719
NITE NITE	US	06/10/1992	74/283519	02/16/1993	1752185
REMIPAUSE	US	11/13/2003	78/327681	05/17/2005	2953693
SINGLE SOURCE	US	05/09/2001	76/254592	06/03/2003	2722215
SPECTROVITE	US	07/03/2002	76/427231	03/11/2003	2695647
TOTALFLEX (STYLIZED)	US	03/13/2002	76/381809	11/04/2003	2780394
UTCARE (STYLIZED)	US	03/13/2002	76/381808	10/28/2003	2778481
WEIGHT SENSE	US	03/07/2003	78/222933	09/21/2004	2887764
FORMULA FORTE	CA	10/12/1993	0738733	TMA455210	03/15/1996

*Schedule A to IVC Trademark Assignment Agreement*