

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM333995

<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>
Inverness Medical, LLC		01/15/2010	LIMITED LIABILITY COMPANY: 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: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0502058	ALLBEE	
<b>Registration Number:</b>	2224413	PROTEGRA	
<b>Registration Number:</b>	2434021	PROTEGRA	
<b>Registration Number:</b>	1991320	PROTEGRA	
<b>Registration Number:</b>	1801382	PROTEGRA	
<b>Registration Number:</b>	2008952	PROTEGRA MEANS PROTECTION	
<b>Registration Number:</b>	2432045	SMARTCARE	
<b>Registration Number:</b>	0898148	STRESSTABS	
<b>Registration Number:</b>	1058922	Z-BEC	
<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		

OP \$240.00 0502058

<b>Address Line 4:</b> Mira Loma, CALIFORNIA 91752	
<b>ATTORNEY DOCKET NUMBER:</b>	8488-041
<b>NAME OF SUBMITTER:</b>	Ted Georgiou
<b>SIGNATURE:</b>	/Ted Georgiou/
<b>DATE SIGNED:</b>	03/04/2015
<b>Total Attachments: 4</b> source=Inverness Medical to International Vitamin Corp#page1.tif source=Inverness Medical to International Vitamin Corp#page2.tif source=Inverness Medical to International Vitamin Corp#page3.tif source=Inverness Medical to International Vitamin Corp#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 15, 2010, is entered into by and between Inverness Medical, LLC, a Delaware limited liability company, 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.

[Signature]  
Legal Counsel

INVERNESS MEDICAL, LLC

By: [Signature]  
Name: Doug Swafford  
Title: President

STATE OF MASSACHUSETTS  
COUNTY OF MASSACHUSETTS

SUBSCRIBED AND SWORN to before me on this 4th day of JANUARY, 2010, appeared Doug Swafford, the person who signed this instrument, who acknowledged that he/she is the President of Inverness Medical, LLC and that being duly authorized he/she signed such instrument as a free act on behalf of Inverness Medical, LLC.



[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 IM LLC Trademark Assignment Agreement

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

INVERNESS MEDICAL, LLC

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 Inverness Medical, LLC and that being duly authorized he/she signed such instrument as a free act on behalf of Inverness Medical, LLC.

\_\_\_\_\_  
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. 01VC6008998  
Qualified in Kings County  
Commission Expires July 27, 2010

Signature Page to IM LLC Trademark Assignment Agreement

**SCHEDULE A****TRADEMARKS**

Trademark	Country	File Date	File No.	Reg. Date	Reg. No.
ALLBEE	US	09/18/1947	71/513771	09/14/1948	502058
CERTISOY	US	01/08/2004	78/349523	01/04/2005	2,916,504
DESIGN (CANDLE -- used with Stresstabs)	US	07/26/1982	73/376701	07/17/1984	1285763
DESIGN (CLOCK IN BLACK/WHITE)	US	04/09/1998	75/465523	01/18/2000	2308565
DESIGN (CLOCK IN COLOR)	US	04/09/1998	75/464999	11/16/1999	2292243
DESIGN (DOUBLE RIBBON IN BLACK/WHITE) (Supplemental Register)	US	04/09/1998	75/465200	06/03/2003	2722736
DESIGN (DOUBLE RIBBON IN COLOR)	US	04/09/1998	75/464998	06/03/2003	2722735
DESIGN (HEART- SHAPED RIBBON IN BLACK/WHITE)	US	12/14/1998	75/605309	04/17/2001	2444910
DESIGN (RIBBON IN BLACK/WHITE)	US	12/14/1998	75/604879	03/25/2003	2700668
GEVRABON	US	12/08/1951	71/622244	02/03/1953	569973
HERE TODAY ... GONE TOMORROW!	US	06/23/2008	77/505803		
INVERNESS MEDICAL	EM	03/22/1999	1113901	10/23/2000	1113901
INVERNESS MEDICAL	US	09/22/1998	75/557370	02/06/2001	2427341
INVERNESS MEDICAL	US	09/22/1998	75/557372	10/03/2000	2392114
OMEGA HMJ	US	10/19/2005	78/736406	12/18/2007	3357433
POSTURE	US	11/19/1984	73/509641	05/28/1985	1337530
PROTEGRA (AND DOUBLE RIBBON DESIGN)	US	04/09/1998	75/465201	02/16/1999	2224413
PROTEGRA (AND HEART DESIGN)	US	12/14/1998	75/605310	03/06/2001	2434021
PROTEGRA (AND SOFTGEL DESIGN)	US	08/18/1995	74/717391	08/06/1996	1991320
PROTEGRA (WORD)	US	09/08/1992	74/311609	10/26/1993	1801382
PROTEGRA MEANS PROTECTION	US	10/03/1994	74/581331	10/15/1996	2008952
SMARTCARE	EM	12/08/1998	1011683	06/07/2000	1011683
SMARTCARE	US	07/15/1998	75/519197	02/27/2001	2432045
SOY CARE	EM	11/18/1998	992438	04/07/2000	992438
SOY CARE	US	05/21/1998	75/489419	08/07/2001	2476129
STRESSTABS	US	09/17/1969	72/338110	09/08/1970	898148
Z-BEC	US	06/22/1976	73/091249	02/15/1977	1058922

*Schedule A to IM LLC Trademark Assignment Agreement*