

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/02/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutrition For Life International, LLC		11/02/2004	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Riowell LLC		
Street Address:	7230 Empire Central Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2968818	HEALTHY CHOCOLÁTS	
CORRESPONDENCE DATA			
Fax Number:	3128847352		
<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:	3123273328		
Email:	trademark@amintalati.com		
Correspondent Name:	Ryan M. Kaiser		
Address Line 1:	55 West Monroe Street		
Address Line 2:	Suite 3400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	HEALTHY CHOCOLATS		
NAME OF SUBMITTER:	Rakesh M. Amin		
SIGNATURE:	/Rakesh M. Amin/		
DATE SIGNED:	10/01/2015		
Total Attachments: 7			
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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that W. Steve Smith, as Chapter 7 Bankruptcy Trustee of the Estate of Nutrition For Life International, LLC ("NFL") ("Seller"), for and in consideration of the sum of Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby transfer, grant, assign, bargain, sell and deliver to RIOWELL, LLC, a Texas Limited Liability Company ("Purchaser"), its successors and assigns, the assets that are listed on Exhibit "A" attached hereto and made a part hereof for all purposes, all as the same shall exist as of the date hereof (collectively, the "Assets").

TO HAVE AND TO HOLD, all and singular, the said Assets hereby conveyed, transferred, granted, bargained, sold and delivered to Purchaser, its successors and assigns, to and for their own use and benefit forever.

Seller warrants that it is the owner of the Assets. The Assets will be conveyed free and clear of liens, claims and encumbrances. Except as expressly otherwise provided herein, the Assets are being conveyed by Seller and accepted by Purchaser in "AS IS, WHERE IS CONDITION, WITH ALL FAULTS", and Seller makes no representations or warranties, express or implied, regarding the condition of the Assets.

Seller, for itself, its respective successors and assigns, further covenants and agrees that Seller and its respective successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances as Purchaser, his successors and assigns, may reasonably require and which documents shall be prepared by and at the expense of Purchaser (i) for the better assuring, assigning, transferring and conveying unto Purchaser, its successors and assigns, all and singular, Seller's interest in and to the Assets; (ii) to protect the right, title and interest of Purchaser, its successors and assigns, in and to, and their enjoyment of, all and singular, the Assets; and (iii) as may be appropriate otherwise to carry out the transactions contemplated by the agreement between Seller and Purchaser, including, without limitation, an Assignment of Trade names and Trademarks and an Assignment of the Internet Domain name, "NutritionforLife.com" and any other domain names.

Seller, for itself and its successors and assigns, irrevocably constitutes and appoints Purchaser, its successors and assigns, and each of them, the true and lawful attorney of Seller, its respective successors and assigns, with full power of substitution and gives and grants unto Purchaser, its successors and assigns, and each of them, full power and authority in the name of Seller, its respective successors and assigns, at any time and from time to time, to execute, acknowledge and deliver, or to cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances and to demand, sue for, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Assets, for the purpose of fully

vesting in Purchaser, its successors and assigns, all and singular, all the right, title and interest in and to the Assets.

This instrument shall be binding upon Seller, its respective successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.


Seller and Purchaser hereby agree and acknowledge that no liabilities of the Seller or Nutrition for Life International, LLC are being assumed by Purchaser, nor shall Purchaser assume any liabilities of any subsidiary.

This Bill of Sale shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Texas, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of October 28, 2004.

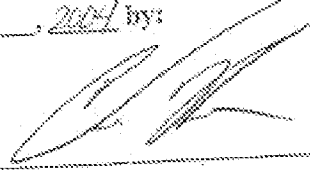
SELLER:

W. STEVE SMITH, AS AND ONLY AS CHAPTER 7 TRUSTEE FOR NUTRITION FOR LIFE INTERNATIONAL, LLC

By: 
W. Steve Smith, Chapter 7 Trustee

AGREED AND ACCEPTED on this 2 day of Nov, 2004 by:

RIOWELL, LLC

By: 

Name: CHRIS HOLLIS
Title: President

ACKNOWLEDGMENTS

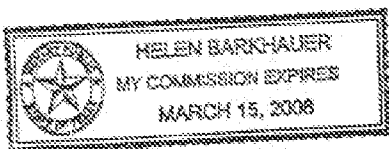
THE STATE OF TEXAS

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§
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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 25th day of ~~October~~ November 2004 by W. Steve Smith, Chapter 7 Trustee for Nutrition For Life International, LLC.

[SEAL]



Helen Bark-Dauer
Notary Public in and for
the State of Texas

My Commission Expires:
3-15-08

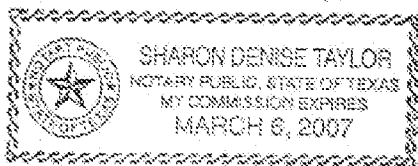
THE STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 2nd day of ~~October~~ November 2004 by Chris Hellis on behalf of Riowell, LLC ("Purchaser").

[SEAL]



Sharon Denise Taylor
Notary Public in and for
the State of Texas

My Commission Expires:
03-06-07

Exhibit A
to Bill of Sale

ASSETS

The following assets (collectively, the "Assets"):

- (a) All of the Inventory of Seller located at and being stored at 10410 Rapalote Street in Houston, Harris County, Texas (the "Houston Warehouse") (the "Inventory");
- (b) All of the Furniture of Seller that was removed from the Debtor's facility at 10235 W. Little York and that is currently being stored at the Houston Warehouse (the "Furniture");
- (c) All of the trademarked and registered products listed on Exhibit "A-1" hereto, including the formulas for such products and names of such products (the "Products");
- (d) Causes of action related to the Products and Intangibles (as hereinafter defined);
- (e) The records and files abandoned by the Trustee at the Houston Warehouse;
- (f) Customer lists, databases and the right to the name "Nutrition for Life," and any derivative thereof, and other intellectual property and intangibles that may have been used in the Debtor's business and records related thereto (the "Intangibles"); and
- (g) Internet domain names/websites, including "NutritionforLife.com," and any other domain names, together with any trade names, trademarks, service marks, assumed names, logos, etc.;

**NUTRITION FOR LIFE INTERNATIONAL
TRADEMARKED & REGISTERED PRODUCTS**

DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SM) (pending issue or state)	FILING DATE	COMMENTS
Adhesive	2837024		10/15/02	
Adhes Support Tri-Pack	2188882		09/01/03	
Bio Gel	2132076		11/27/98	
Bio Gel	2189957		08/30/98	
Bio Water	1880761		09/19/00	
Choc-O-Lite		78-364848	04/11/02	
ENERGY E-30	2858428		10/18/02	
ENERGY M84	2163827		09/28/02	
Energy System	2178891		04/04/99	
Essential Guardmaker Gold	2898640		02/18/03	
Essential Crabkew Max	2884650		02/18/03	
Essential Phylogen Plus	2889901		02/18/03	
Essential Protein	1829077		03/15/04	
Healthy Chocolate		78-738879	09/02/89	
Healthy Start	2640864		02/18/02	
Healthy Tummies	2403895		11/17/85	
Herbata Energy	2807848		07/11/00	
Herbata Energy		78-781898	08/27/88	
Herbata Energy		78-780873	06/02/89	
Herbata Energy	2386553		10/17/80	
Herbata Energy		70-428778	09/18/82	
Herbata Energy		78904077	01/27/98	
Herbata Energy	2139803		01/29/02	
Herbata Energy	2287307		09/07/89	
Herbata Energy	1827182		03/22/84	
Herbata Energy	2448858		06/01/89	
Herbata Energy Plus	1827181		03/22/84	
Herbata Energy Plus	2386558		07/11/00	
Herbata Energy Plus		78-648819	05/18/89	

EXHIBIT
A-1

NUTRITION FOR LIFE INTERNATIONAL
 TRADEMARKED & REGISTERED PRODUCTS

DESCRIPTION	REGISTERED NUMBER	TRADEMARKED NUMBER (SM)	FILING DATE	COMMENTS
Nutrabliss	2230181		03/08/99	
Nutrit-Cookie	1988842		04/09/98	
Nutrition For Life	89178		11/17/99	
Nutrition For Life	2519219		12/18/01	
Nutrition For Life	89143		10/28/99	
Nutrition For Life	89144		10/28/99	
Nutrition For Life	1862978		11/15/94	
Nutrition For Life	19991176427		09/21/99	
Nutrition For Life	19991170418		09/21/99	
Nutrition For Life	19991176417		09/21/99	
Nutrition For Life	19981176429		09/21/98	
Nutrition For Life	84142		09/21/98	
Nutrition For Life	84143		09/21/98	
Nutrition For Life	84144		09/21/98	
Nutrition For Life	84145		09/21/98	
Nutrition For Life	89130		11/01/98	
Nutrition For Life	89131		11/01/98	
Nutrition For Life	2142105		03/10/98	
Nutrition For Life	89145		10/28/99	
Nutrition For Life International		78-094982	11/20/01	
Nutrition For Life International	2286302		07/08/99	
Nutrition For Life International	2292786		07/20/99	
Nutrition For Life International	2493910		08/25/91	
O2 Support	2293600		08/15/99	
Occu-Maint	1827184		09/22/94	
Oralow Plus				
Est-Tide		75-837181	01/09/80	
Est-Tide		75-853784	11/22/93	
Est-Tide	1923254		10/03/95	
Est-Tide	1923252		10/03/95	

NOTIFICATION FOR LIFE INTERNATIONAL
TRADEMARKED & REGISTERED PRODUCTS

DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SM) (pending SM) or (State)	FILING DATE	COMMENTS
Physix-Chemicals	2643301	76-883785	11/22/89	
Pharmet Research Laboratories			10/29/92	
Performance	2433047	76-086781	11/23/81	
Portadaxox			02/27/81	
Radonol Base	1869976	76-391810	04/04/82	
Radonol 3	2471870		03/13/84	
Radonol 3	2499124		07/24/81	
Radonox			08/19/88	
The E-Lacumolator		76-470506	11/27/82	
Valmark			07/28/89	
Valmark 10-30	2487788			