

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce Burwick		10/06/2015	individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	NutraMarks, Inc.		
Street Address:	1500 Kearns Boulevard, Suite B200		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85882486	DYNAMIC LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4356556000		
Email:	legal@nutracorp.com		
Correspondent Name:	Alison Pitt		
Address Line 1:	1500 Kearns Boulevard, Suite B200		
Address Line 4:	Park City, UTAH 84060		
ATTORNEY DOCKET NUMBER:	DYNAMIC LIFE		
NAME OF SUBMITTER:	Alison Pitt, Attorney of Record, UT Bar		
SIGNATURE:	/Alison Pitt/		
DATE SIGNED:	10/19/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of October 6, 2015 (the "Effective Date") by and among Bruce Burwick ("Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark and goodwill appurtenant thereto listed on Schedule A hereto (the "Mark");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, his right, title and interest in and to the Mark and the goodwill in connection with which the aforesaid Mark has been used;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition of the Mark by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Mark, together with the goodwill in connection with which the aforesaid Mark has been used, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (c) in obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (d) in the implementation or perfection of this Assignment.

3. Consummation of Purchase Agreement. This Assignment is intended to evidence the consummation of the assignment by Assignor of the Mark contemplated by the Asset Purchase



Agreement, dated October ____, 2015, between Nutra, Inc., a Delaware corporation, Dynamic Health Laboratories Inc., a New York corporation, and Assignor (the "Purchase Agreement"). Assignor and Assignee by their execution of this Assignment each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. Any inconsistencies or ambiguities between this Assignment and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed, all effective as of the date first written above.

ASSIGNOR:

BRUCE BURWICK



ASSIGNEE:

**NUTRAMARKS, INC.,
A DELAWARE CORPORATION**

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed, all effective as of the date first written above.

ASSIGNOR:

BRUCE BURWICK

ASSIGNEE:

**NUTRAMARKS, INC.,
A DELAWARE CORPORATION**

By: 

Name: Jeffrey A. Hinrichs

Title: Vice President

Schedule A

Mark: DYNAMIC LIFE

U.S. Serial No. 85/882,486

Trademark Assignment