

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynamic Health Laboratories, Inc.		10/06/2015	CORPORATION: NEW YORK
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: 14			
Property Type	Number	Word Mark	
Registration Number:	3494638	ACAI GOLD	
Registration Number:	3804549	CHERRYLIXIR	
Registration Number:	4022792	DYNAMIC HEALTH LABORATORIES INC.	
Registration Number:	3404447	GOJI GOLD	
Registration Number:	3354647	HEALTHY GREENS	
Registration Number:	3400901	MANGOSTEEN GOLD	
Registration Number:	3685449	MAQUI PLUS	
Registration Number:	2618224	POUNDS AWAY!	
Registration Number:	2647848	SURE SIGHT	
Serial Number:	86611017	SWEET STING	
Registration Number:	3908640	WHERE HEALTH & FLAVOR MEET!	
Registration Number:	3800780	WHERE HEALTH & FLAVOR MEET!	
Registration Number:	3739143	WHERE HEALTH & FLAVOR MEET	
Registration Number:	3589953	YUMBERRY GOLD	
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>			

OP \$365.00 3494638

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 HEALTH

NAME OF SUBMITTER: Alison Pitt, Attorney of Record, UT Bar

SIGNATURE: /Alison Pitt/

DATE SIGNED: 10/19/2015

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of October 6, 2015 (the "Effective Date") by and between Dynamic Health Laboratories Inc., a New York corporation ("Assignor"), and NutraMarks, Inc., a Delaware corporation ("Assignee").

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

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, its right, title and interest in and to the Marks and the goodwill in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee or its affiliates pursuant to a Bill of Sale and Assignment dated as of the date hereof; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition of the Marks 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 Marks, together with the goodwill in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, 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 any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

215

States or for any or all foreign countries; 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 Marks contemplated by the Asset Purchase Agreement, dated October 6th, 2015, between Nutra, Inc., a Delaware corporation, Assignor and its sole shareholder, Bruce Burwick (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.

* * * * *

2/15

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

ASSIGNOR:

**DYNAMIC HEALTH LABORATORIES INC.
A NEW YORK CORPORATION**

By: *Burwick*
Name: Bruce Burwick
Title: President

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:

**DYNAMIC HEALTH LABORATORIES INC.
A NEW YORK CORPORATION**

By: _____
Name: Bruce Burwick
Title: President

ASSIGNEE:

**NUTRAMARKS, INC.
A DELAWARE CORPORATION**

By: _____
Name: Jeffrey A. Hinrichs
Title: Vice President

Schedule A

485

Registered Marks and Pending Applications

Trademarks	Serial No.	Registration	Filing Date	Registration	International	Class
		No.		Date	Reg. No.	
ACAI GOLD	77139039	3494638	3/23/2007	9/2/2008	0962738	5, 32
CHERRYLIXIR	77740535	3804549	5/19/2009	6/15/2010		5
DYNAMIC HEALTH LABORATORIES INC.	85243079	4022792	2/15/2011	9/6/2011		35
DYNAMIC LIFE	85882486		3/21/2013			5, 32
GOJI GOLD	77139055	3404447	3/23/2007	4/1/2008	0956796	5, 32
HEALTHY GREENS	78809273	3354647	2/7/2006	12/11/2007		5
MANGOSTEEN GOLD	77139048	3400901	3/23/2007	3/25/2008	0956794	5, 32
MAQUI PLUS	77655146	3685449	1/23/2009	9/22/2009		5, 32
POUNDS AWAY!	76356447	2618224	1/8/2002	9/10/2002		5
SURE SIGHT	75902984	2647848	1/24/2000	11/12/2002		5
SWEET STING	86611017		4/27/2015			30
WHERE HEALTH & FLAVOR MEET!	77716040	3908640	4/17/2009	1/18/2011		32
WHERE HEALTH & FLAVOR MEET!	77716036	3800780	4/17/2009	6/8/2010		5
WHERE HEALTH & FLAVOR MEET	77716047	3739143	4/17/2009	1/19/2010		35
YUMBERRY GOLD	77379828	3589953	1/24/2008	3/17/2009	0956795	5, 32

Previously Registered Marks and Abandoned Applications

Trademarks	Serial No.	Registration	Filing Date	Registration	International	Class
		No.		Date	Reg. No.	
AMMO	76216687		2/27/2001			5
CALCIUM BOOST PLUS	75816120		10/4/1999			5
COCOLYCHEE	85207178		12/29/2010			5
DYNAMIC LIFE	85705013		8/16/2012			5, 32
DYNAMIC HEALTH LABORATORIES INC.	76485205	2857430	1/27/2003	6/29/2004		35

Together with any existing or expired applications of any kind and the rights to continue and/or prosecute the same.

Together with all common law marks of the Business, including but not limited to those below:

- BrazilianBlast Tropical Tonic
- Graviola Gold
- Liquid Healthy Greens
- Noni for Men
- Nopal Gold
- Seabuckthorn Gold