

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362019

| | |
|------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME |
| EFFECTIVE DATE: | 11/11/2003 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-----------------------|
| Designing Health, Inc. | | 11/11/2003 | CORPORATION: COLORADO |

NEWLY MERGED ENTITY DATA

| Name | Execution Date | Entity Type |
|----------------------|----------------|-------------------------|
| California DHI, Inc. | 11/11/2003 | CORPORATION: CALIFORNIA |

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

| | |
|------------------------|---------------------------|
| Name: | Designing Health, Inc. |
| Street Address: | 28410 Witherspoon Parkway |
| City: | Valencia |
| State/Country: | CALIFORNIA |
| Postal Code: | 91355 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|-----------------------|----------|-------------------------|
| Serial Number: | 75565009 | OMEGA3BASIC |
| Serial Number: | 75474094 | MASTER NUTRIENT FORMULA |
| Serial Number: | 75137640 | THE MISSING LINK |
| Serial Number: | 75084001 | DESIGNING HEALTH |
| Serial Number: | 74571029 | THE MISSING LINK |

CORRESPONDENCE DATA

Fax Number: 2123099560

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.

Phone: 212.801.9200

Email: nodam@gtlaw.com

Correspondent Name: Masahiro Noda

Address Line 1: 200 Park Avenue

Address Line 2: MetLife Building

Address Line 4: New York, NEW YORK 10166

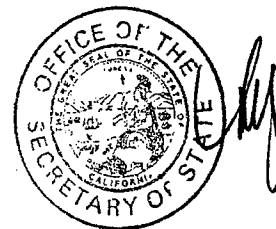
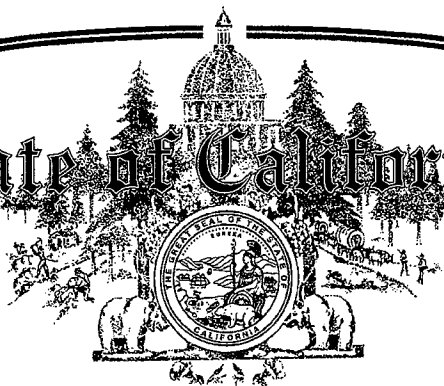
TRADEMARK

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 058086.010000 |
| NAME OF SUBMITTER: | Masahiro Noda |
| SIGNATURE: | /MASAHIRO NODA/ |
| DATE SIGNED: | 11/11/2015 |

Total Attachments: 8

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State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 29 2004



Kevin Shelley
Secretary of State

MAR 19 2004

AGREEMENT AND PLAN OF MERGER**KEVIN SHELLEY**
Secretary of State

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into on November 11, 2003, by and between DESIGNING HEALTH, INC., a Colorado corporation ("Designing Health"), and CALIFORNIA DHI, INC., a California corporation ("California DHI"), with respect to the following facts:

A. Designing Health is a corporation duly organized and existing under the laws of the State of Colorado, and is qualified to transact business in the State of California. Designing Health is authorized to issue only one class of shares, the total number of which is One Hundred Thousand (100,000). The total number of such shares presently issued and outstanding is Ten Thousand (10,000), which are owned as set forth on Exhibit A attached hereto.

B. California DHI is a corporation duly organized and existing under the laws of the State of California and is authorized to issue only one class of shares, the total number of which is One Hundred Thousand (100,000). The total number of such shares presently issued and outstanding is One Thousand (1,000), all of which are owned by Designing Health.

C. For good and valid business reasons as set forth below, Designing Health and California DHI desire to combine their business operations and, in furtherance thereof, desire that Designing Health, as the disappearing corporation, be merged into California DHI, as the surviving corporation, upon the terms and conditions set forth herein.

D. While Designing Health is incorporated in Colorado, all of its operations, and its physical plant, are located in California. Designing Health is presently qualified in California, and must therefore comply with laws of two jurisdictions in conducting its business and corporate operations. The merger of Designing Health into California DHI as provided herein will simplify Designing Health's business and corporate operations and avoid any conflict of law issues that may arise for Designing Health operating as a foreign corporation in California.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. PLAN OF REORGANIZATION. A plan of reorganization is hereby adopted as follows:

1.1 Designing Health and California DHI shall merge pursuant to the provisions of this Agreement and the merger provisions of the California Corporations Code in a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the corresponding provisions of the California Revenue and Taxation Code. California DHI shall be the surviving corporation and Designing Health shall be the disappearing corporation.

1.2 In the merger, all of the issued and outstanding shares presently held by each shareholder of Designing Health, as set forth on Exhibit A, shall be exchanged for the same number of shares of California DHI.

2. MERGER. Designing Health shall hereby be merged into California DHI. California DHI shall be the surviving corporation in such merger and Designing Health shall be the disappearing corporation. Such merger shall occur and be effective as of the close of business on the Effective Date, as hereinafter defined.

3. EFFECTIVE DATE. The effective date ("Effective Date") of the merger shall be of the date on which a copy of this Agreement, and the accompanying Officers' Certificates of California DHI and Designing Health, are filed with the California Secretary of State.

4. DISPOSITION OF SHARES UPON MERGER. By reason of the merger, all of the issued and outstanding shares of Designing Health (the disappearing corporation) shall be cancelled and converted into shares of California DHI in consideration of the merger of the assets and business of Designing Health (the disappearing corporation) into California DHI (the surviving corporation), with each of the existing shareholders of Designing Health, as set forth in Exhibit A, to receive the same number of shares of California DHI (the surviving corporation) as they held in Designing Health (disappearing corporation) prior to the merger.

5. ARTICLES OF INCORPORATION. On the Effective Date, the Articles of Incorporation of California DHI shall be amended as follows:

“Article I of the Articles of Incorporation of this corporation shall be amended to read as follows:

The name of this corporation is Designing Health, Inc.”

6. BYLAWS. The Bylaws of California DHI as existing on the Effective Date shall continue in full force and effect as the Bylaws of California DHI after the merger.

7. PROPERTY AND LIABILITIES OF DESIGNING HEALTH. On the Effective Date, the separate existence of Designing Health shall cease and California DHI shall succeed, without other transfer, to all the assets, rights and properties of Designing Health, and California DHI shall be subject to all the debts and liabilities of Designing Health in the same manner as if California DHI had itself incurred them.

8. FURTHER ASSIGNMENTS. Subsequent to the Effective Date, Designing Health, through the persons who were its officers immediately prior to the Effective Date, shall execute or cause to be executed such further assignments, instruments or other documents as may be necessary or desirable to confirm title to properties, assets or rights in California DHI.

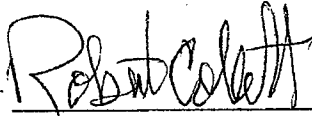
9. APPROVALS. This Agreement shall not be consummated unless it is approved by the Boards of Directors of Designing Health and California DHI, and by a majority of the outstanding shares of Designing Health and California DHI.

10. ENTIRE AGREEMENT. This Agreement contains the parties’ sole and entire agreement with respect to the subject matter hereof, and supersedes any and all other agreements between them.

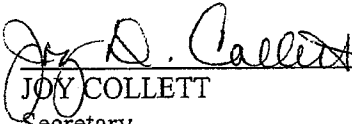
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Designing Health:

DESIGNING HEALTH, INC.,
a Colorado corporation

By: 

ROBERT COLLETT
President

By: 

JOY COLLETT
Secretary

California DHI:

CALIFORNIA DHI, INC.,
a California corporation

By: 

ROBERT COLLETT
President

By: 

JOY D. COLLETT
Secretary

EXHIBIT A

Shareholders of Designing Health

| | |
|--|--------------|
| Robert M. Collett and Joy D. Collett, Trustees Of the Collett Family Trust dated 12/22/89 | 4,500 shares |
| Bernard M. Collett | 1,167 shares |
| Charlene S. Collett | 1,000 shares |
| PR International, Inc. (aka Udo Erasmus) | 3,333 shares |

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**


BERNARD M. COLLETT and JOY D. COLLETT hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of CALIFORNIA DHI, INC., a California corporation.
2. The Agreement and Plan of Merger ("Plan of Merger") in the form attached hereto was duly approved by the Board of Directors and the shareholders of the corporation.
3. The Plan of Merger was approved by the holders of One Hundred percent (100%) of the outstanding shares of the corporation.
4. The corporation has only one class of shares, and the total number of shares outstanding is One Thousand (1,000).

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true and correct of his or her personal knowledge.

Dated: 11-25-03


BERNARD M. COLLETT
Chief Executive Officer


JOY D. COLLETT
Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

BERNARD M. COLLETT and JOY D. COLLETT hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of DESIGNING HEALTH, INC., a Colorado corporation.
2. The Agreement and Plan of Merger ("Plan of Merger") in the form attached hereto was duly approved by the Board of Directors and the shareholders of the corporation.
3. The Plan of Merger was approved by the required vote of the shareholders of the corporation. The total number of shares voting in favor of the Plan of Merger equaled or exceeded the vote required, which percentage vote required was more than fifty percent (50%).
4. The corporation has only one class of shares, and the total number of shares outstanding is Ten Thousand (10,000).

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing Certificate are true and correct of his or her personal knowledge.

Dated: 11-25-03


BERNARD M. COLLETT
Chief Executive Officer


JOY D. COLLETT
Secretary



all in one amend aoi10-7-03