

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutri-Health Supplements, LLC		10/01/2014	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Nutri-Health Direct, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	85625402	ADVANCED CELL RESCUE	
Registration Number:	4231290	ADVANCED-Q	
Registration Number:	2847559	ARTHROZYME	
Registration Number:	4191688	BG-COR ADVANCED HEART HEALTH	
Registration Number:	4529888	BI-OPTIUM	
Registration Number:	4168504	BIF RELIEF 24-7	
Registration Number:	3838377	CORTICLEANSE	
Registration Number:	4302295	D-RIBOSE GOLD	
Registration Number:	4302293	D-RIBOSE GOLDM	
Registration Number:	3940623	DESTINATION...HEALTH & INNER BALANCE.	
Registration Number:	3835664	DETOXICOR	
Registration Number:	3941840	FOCUS FIRST	
Registration Number:	3901569	FOCUS FORCE	
Registration Number:	4273255	GLUCOPROTECT 6X	
Registration Number:	3952201	H2 OMEGA-3	
Registration Number:	4072188	KRILL D3	
Registration Number:	3443126	MULTI-PROBIOTIC	
Registration Number:	3264172	NORMALIZER-3	
Registration Number:	3435357	NUTRI HEALTH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4256028	NUTRI-HEALTH SUPPLEMENTS
Registration Number:	4084657	PHYSICIAN'S COMFORT FORMULA
Registration Number:	3948919	POWER 9XY
Registration Number:	3949039	PRIMOMEGA
Registration Number:	4231289	PROSTALENE RX9
Registration Number:	4071508	RESFORCE D3
Registration Number:	3267559	SEDONA LABS
Registration Number:	4521083	SEDONA PRO
Registration Number:	4084658	SEDONA PURE PETS
Registration Number:	3264196	SERRAPHASE
Registration Number:	3264197	SERRAPRO
Registration Number:	3680959	SERRAVO-D
Registration Number:	4085055	SLEEP WAVE
Registration Number:	3897906	STEADY STEP
Registration Number:	4084760	THE MUCUS SOLUTION
Registration Number:	4096867	THE MULTI-VITAMIN FOR YOUR GUT
Registration Number:	4521204	TRUBONE COMPLETE
Registration Number:	4540687	TRUDIGEST
Registration Number:	3978985	XANTHAVIEW
Registration Number:	3897861	ZYMAZORB

CORRESPONDENCE DATA

Fax Number: 4122912737
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: 2128082700
Email: rizzosd@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 620 EIGHTH AVENUE
Address Line 2: 37TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10018-1405

ATTORNEY DOCKET NUMBER:	143967.5
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	05/12/2016

Total Attachments: 9
source=NHD Assignment and Assumption Agreement (Fully Executed) (10.1.14)#page1.tif
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of October 1, 2014 (this "**Assignment**") is by and between Nutri-Health Supplements L.L.C., an Arizona limited liability company ("**Assignor**"), and Nutri-Health Direct, LLC (f/k/a Nutri-Health Acquisition Company, LLC), a Nevada limited liability company ("**Assignee**").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 12, 2014, by and between Assignee and Assignor (the "**Purchase Agreement**"), Assignor, among other things, has agreed to sell, assign, transfer, convey and deliver, and Assignee has agreed to accept and assume, each of (i) the Assigned Contracts set forth on Exhibit A hereto, (ii) the Permits set forth on Exhibit B hereto and (iii) all of the intangible rights and property of Seller, including the Property Registrations set forth on Exhibit C, and all other Intellectual Property used in the Business (collectively, the "**Assigned Assets**").

NOW, THEREFORE, for and in consideration of the mutual covenants, payments and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignor and Assignee agree as follows:

Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

Assignment. Assignor hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Assets. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Assets.

Terms of Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Counterpart Copies. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

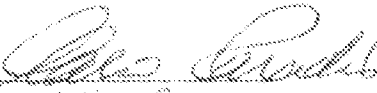
Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws to the extent that such principles would permit or require the application of laws of another jurisdiction. The parties consent to the jurisdiction of the courts of the State of New York sitting in New York County, and the United States District Court of the Southern District of New York and any appellate court thereof for any action arising out of matters related to this Agreement.

Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

NUTRI-HEALTH SUPPLEMENTS, L.L.C.

By 
Name: MARIO PARADIS
Title: President

NUTRI-HEALTH DIRECT, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

NUTRI-HEALTH SUPPLEMENTS, L.L.C.

By _____
Name:
Title:

NUTRI-HEALTH DIRECT, LLC

By _____
Name: *Jose Bluska*
Title: *President*

EXHIBIT C

INTELLECTUAL PROPERTY REGISTRATIONS

1. Licences :

- a) GTC Nutrition License Agreement (2009-07-09)
- b) Herbal Powers Corp Bergamonte Trademark License Agreement (2011-06-01)
- c) Naturex Inc. Trademark License Agreement (2009-07-09)
- d) DataTree User License Agreement (2013-02-19)
- e) Magento, Inc. Software License (2014-09-04)

2. Domain Names :

1.	ARTHROZYME.COM
2.	ARTHROZYMEPLUS.COM
3.	ARTHROZYMESUPPLEMENT.COM
4.	BESTJOINTHEALTH.COM
5.	BESTPETPROBIOTIC.COM
6.	BESTPETPROBIOTICS.COM
7.	BESTPOLYPHENOLS.COM
8.	BETTERDIGESTIONNOW.COM
9.	BETTERFLORA.COM
10.	BETTERTHANYOGHURT.COM
11.	BETTERTHANYOGURT.COM
12.	BG-COR.COM
13.	BGCOR.COM
14.	BIF-RELIEF24-7.COM
15.	BUYFLORASINUS.COM
16.	BUYFLORASOURCE.COM
17.	CORVALEN-DISCOUNTS.COM
18.	CORVALEN-SAVINGS.COM
19.	D-RIBOSE-DISCOUNTS.COM
20.	DETOXICOR.COM

21.	DIGESTIVEPROBIOTIC.COM
22.	DIGESTIVEPROBIOTICS.COM
23.	DISCOUNT-CORVALEN.COM
24.	EASYDIGESTIVERELIEF.COM
25.	EASYJOINTRELIEF.COM
26.	EXCLUSIVEHEALTHSAVINGS.COM
27.	FASTJOINTCOMFORT.COM
28.	FLORABIOTIC.COM
29.	FLORABIOTICS.COM
30.	FLORAPROBIOTICS.COM
31.	FLORASINUS.COM
32.	FLORASINUS.NET
33.	FLORASLEEP.COM
34.	FLORASLEEP.NET
35.	FLORASOURCE.MOBI
36.	FLORASOURCECAPSULES.COM
37.	FLORASOURCEDEALS.COM
38.	FLORASOURCEFORDIGESTION.COM
39.	FLORASOURCEFORHEALTH.COM
40.	FLORASOURCEMD.COM
41.	FLORASOURCEMULTIPROBIOTIC.COM
42.	FLORASOURCENOW.COM
43.	FLORASOURCESAVINGS.COM
44.	FLORASOURCEWOMEN.COM
45.	FLORASOURCEWOMEN.NET
46.	FLORAZYME.COM
47.	FLORAZYME.NET
48.	FREEFLORASINUS.COM
49.	FREEFLORASOURCE.COM
50.	FREENUTRI-HEALTH.COM
51.	GETFLORASINUS.COM
52.	GETFLORASOURCE.COM
53.	HEALTHYDIGESTIONFORDOGS.COM
54.	HEALTHYDIGESTIONFORPETS.COM
55.	HEALTHYHABITTODAY.COM
56.	KRILLD3.COM
57.	LOVEFLORASINUS.COM
58.	LOVEFLORASOURCE.COM
59.	LOWER-YOUR-CHOLESTEROL-NATURALLY.NET
60.	MYARTHROZYME.COM

61.	MYBETTERDIGESTION.COM
62.	MYFLORASINUS.COM
63.	MYFLORASOURCE.COM
64.	MYNUTRI-HEALTH.COM
65.	NATURAL-SLEEP-HELP.COM
66.	NEWFLORASOURCE.COM
67.	NUTRI-HEALTH.COM
68.	NUTRI-HEALTHMAIL.COM
69.	NUTRI-HEALTHPLATINUMAFFILIATES.COM
70.	NUTRIHEALTH.COM
71.	NUTRIHEALTHDEV.COM
72.	NUTRIHEALTHTEST.COM
73.	ORALBIOTIC.COM
74.	PROSTALEVE.COM
75.	PROSTALEVE.NET
76.	SEDONALABS.COM
77.	SEDONALABSLOGRADIO.COM
78.	SEDONALABSLOGTALKRADIO.COM
79.	SEDONALABSHEALTHMATTERSBLOGRADIO.COM
80.	SEDONALABSHEALTHMATTERSBLOGTALKRADIO.COM
81.	SEDONANATURALPETS.INFO
82.	SEDONAPURECANINE.INFO
83.	SEDONAPUREPET.COM
84.	SEDONAPUREPET.INFO
85.	SEDONAPUREPET.NET
86.	SEDONAPUREPETS.INFO
87.	SEDONAPUREPETS.NET
88.	SERENEPET.COM
89.	TRYARTHROZYME.COM
90.	TRYFLORABRIGHT.COM
91.	TRYFLORASINUS.COM
92.	TRYFLORASOURCE.COM
93.	TRYMEMORIL.COM
94.	ZYMAFLORA.NET
95.	ZYMAZORB.COM
96.	ZYMAZORB.NET

3. Trademarks

Title	Filing date	Filing No.	Date of registration	Registration No.	Country
ADVANCED CELL RESCUE	15-05-2012	85/625,402	15-05-2012		USA
ADVANCED-Q	12-10-2011	85/445,998	23-10-2012	4231290	USA
ARTHROZYME	20-06-2003	78/264,991	01-06-2004	2847559	USA
ASTACOR	21-09-2007	77/286,235	27-05-2008	3435356	USA
ASTORIN	13-06-2008	77/499,010	25-08-2009	3674160	USA
AVOSERRA-D	15-05-2008	77/475,714	25-08-2009	3674095	USA
BG-COR ADVANCED HEART HEALTH	11-05-2011	85/318,390	14-08-2012	4191688	USA
BI-OPTIUM	17-02-2011	85/245,161	13-05-2014	4,529,888	USA
BIF RELIEF 24-7	13-08-2010	85/107,534	13-08-2010	4168504	USA
CARDIO GREENS	15-09-2006	77/000,538	17-03-2009	3591704	USA
CORTICLEANSE	18-04-2008	77/452,285	24-08-2010	3838377	USA
D-RIBOSE GOLD	28-10-2011	85/459,440	12-03-2013	4,302,295	USA
D-RIBOSE GOLDM	28-10-2011	85/458,935	12-03-2013	4,302,293	USA
DESTINATION..HEALTH & INNER BALANCE	04-08-2010	85/099,864	05-04-2011	3940623	USA
DETOXICOR	13-06-2008	77/499,014	17-08-2010	3835664	USA
EMPOWERED CHOICES. BETTER LIVING	21-09-2007	77/286,122	21-10-2008	3519210	USA
FLORA CALM	15-02-2008	77/398,576	22-09-2009	3686875	USA
FLORA SINUS	15-02-2008	77/398,568	01-09-2009	3677309	USA
FLORA SLEEP	10-02-2010	77/932,410	17-08-2010	3835045	USA
FLORA SOURCE	01-11-2006	77/034,387	24-07-2007	3267602	USA
FLORA ZYME	13-05-2002	76/408,631	02-09-2003	2758327	USA
FLORABRIGHT HEALTHY BREATH MINTS	17-02-2011	85/244,682	03-01-2012	4081283	USA
FOCUS FIRST	01-02-2010	77/924,952	05-04-2011	3941840	USA
FOCUS FORCE	02-09-2009	77/818,776	04-01-2011	3901569	USA
GLUCOPROTECT 6X	22-11-2011	85/479,194	08-01-2013	4273255	USA
H2 OMEGA-3	09-03-2010	77/954,692	26-04-2011	3952201	USA
IFLORA	13-10-2006	77/021,118	08-01-2008	3364308	USA
IFLORA (DESIGN)	20-06-2003	78/264,987	08-06-2004	2850963	USA
IFLORA SERENE	20-02-2008	77/401,884	01-06-2010	3796225	USA
KRILL D3	17-02-2011	85/245,227	13-12-2011	4072188	USA
MULTI-PROBIOTIC	15-09-2006	77/000,544	03-06-2008	3443126	USA
NORMALIZER-3	13-10-2006	77/021,126	17-07-2007	3264172	USA
NUTRI HEALTH	21-09-2007	77/286,246	27-05-2008	3435357	USA
NUTRI-HEALTH SUPPLEMENTS (& DESIGN)	15-05-2011	85/322,814	11-12-2012	4,256,028	USA
PHYSICIAN'S COMFORT FORMULA	04-08-2010	85/099,855	10-01-2012	4084657	USA

NYC# 138995.1

POWER 9XY	01-02-2010	77/924,993	19-04-2011	3948919	USA
PRIMOMEGA	09-03-2010	77/954,697	19-04-2011	3,949,039	USA
PROSTALENE RX9	11-10-2011	85/445,993	23-10-2012	4231289	USA
RESFORCE D3	24-08-2010	85/114,478	13-12-2011	4071508	USA
SEDONA LABS	13-10-2006	77/021,129	24-07-2007	3267559	USA
SEDONA PRO (& Design)	20-08-2013	86/043,012	29-04-2014	4,521,083	USA
SEDONA PURE PETS	04-08-2010	85/099,891	10-01-2012	4084658	USA
SERRAPHASE	01-11-2006	77/034,365	17-07-2007	3264196	USA
SERRAPRO	01-11-2006	77/034,375	17-07-2007	3264197	USA
SERRAVO-D	15-03-2008	77/475,708	08-09-2009	3680959	USA
SLEEP WAVE	13-01-2011	85/217,370	10-01-2012	4085055	USA
STEADY STEP	02-09-2009	77/818, 774	28-12-2010	3897906	USA
THE MUCUS SOLUTION	28-09-2010	85/140, 137	10-01-2012	4084760	USA
THE MULTI-VITAMIN FOR YOUR GUT	29-09-2010	85/140,746	07-02-2012	4096867	USA
TRUBONE COMPLETE	26-08-2013	86/047,525	29-04-2014	4,521,204	USA
TRUDIGEST	29-08-2013	86/051,453	27-05-2014	4540687	USA
XANTHAVIEW	21-01-2010	77/916,750	14-06-2011	3978985	USA
ZYMAFLORA	29-08-2003	78/294,045	10-08-2004	2871840	USA
ZYMAPRO	02-09-2003	78/295,104	10-08-2004	2871851	USA
ZYMAZORB	06-08-2009	77/798,964	28-12-2010	3897861	USA