

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mediherb PTY Ltd.		06/30/2013	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Integria Healthcare (Australia) Pty Limited		
<b>Street Address:</b>	2728 Logan Road (Cnr School Rd)		
<b>Internal Address:</b>	Freeway Office Park, Building 5		
<b>City:</b>	Eight Mile Plains		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	4113		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4508473	VITANOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155760300		
<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>			
<b>Phone:</b>	415-576-0200		
<b>Email:</b>	pcheng@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Margaret C. McHugh		
<b>Address Line 1:</b>	Two Embarcadero Center, 19th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Margaret C. McHugh		
<b>Address Line 1:</b>	Two Embarcadero Center, 19th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Margaret C. McHugh		
<b>SIGNATURE:</b>	/margaret c mchugh/		
<b>DATE SIGNED:</b>	07/25/2016		

OP \$40.00 4508473

**Total Attachments: 3**

source=VITANOX- 429201USAR01 Signed Deed of Assignment Mediherb to Integria#page1.tif

source=VITANOX- 429201USAR01 Signed Deed of Assignment Mediherb to Integria#page2.tif

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**TRADE MARK  
DEED OF ASSIGNMENT**

DEED made this 30<sup>th</sup> day of June 2013 in  
respect of an assignment effective as of the 30 day of  
June 2013 (EFFECTIVE DATE)

**BETWEEN** **Mediherb Pty Ltd**, of 124 McEvoy Street, Warwick, Queensland 4370,  
Australia, ("ASSIGNOR")

**AND** **Integria Healthcare (Australia) Pty Limited**, of Building 5, Freeway Office  
Park, 2728 Logan Road, Eight Mile Plains, Queensland 4113, Australia,  
("ASSIGNEE")

**RECITALS**

- A. The ASSIGNOR is the proprietor of:
- (i) the trade marks which are specified in the Schedule (TRADE MARKS); and
  - (ii) any get-up and copyright in works relating to the TRADE MARKS;
- (The TRADE MARKS and copyright collectively referred to as the INTELLECTUAL PROPERTY.)
- B. The ASSIGNOR has agreed to assign the INTELLECTUAL PROPERTY together with the goodwill of a business concerned in any goods for which the TRADE MARKS are registered in New Zealand as of the EFFECTIVE DATE.
- C. The parties wish to record the terms of their agreement as follows.

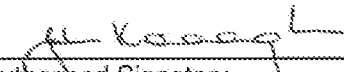
**IT IS AGREED AS FOLLOWS**

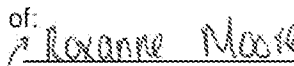
1. In consideration of the sum of one dollar (NZ\$1.00) paid by the ASSIGNEE to the ASSIGNOR (payment and sufficiency of which the ASSIGNOR acknowledges) the ASSIGNOR assigns to the ASSIGNEE the INTELLECTUAL PROPERTY as of the EFFECTIVE DATE together with
  - 1.1. The goodwill of the business concerned in the goods for which the TRADE MARKS are registered in New Zealand;
  - 1.2. The right to sue for damages and other remedies in respect of any infringement or misuse of any of the INTELLECTUAL PROPERTY which may have occurred prior to the EFFECTIVE DATE and to retain any damages obtained as a result of any such action; and
  - 1.3. All statutory and common law rights attaching to the INTELLECTUAL PROPERTY.

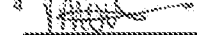
2. The ASSIGNOR shall execute such further documents and do such further acts as the ASSIGNEE may reasonably require from time to time by way of further assurance of the rights herein assigned.
3. This Assignment shall be governed by and construed in accordance with New Zealand law. Each of the parties agrees that the Courts of New Zealand shall have exclusive jurisdiction to settle any dispute which may arise in connection with this agreement.

Executed as a Deed and delivered on behalf of the parties on the date first set out above.

SIGNED ON BEHALF OF:  
**MEDIHERB PTY LTD** by:

  
\_\_\_\_\_  
Authorised Signatory

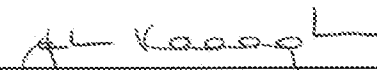
In the presence of:  
Witness:  \_\_\_\_\_

Name:  \_\_\_\_\_

Address: level 5 35 Chandos St St Leonards

Occupation: reception / office coordinator

SIGNED ON BEHALF OF:  
**INTEGRIA HEALTHCARE (AUSTRALIA) LIMITED** by:

  
\_\_\_\_\_  
Authorised Signatory

In the presence of:  
Witness:  \_\_\_\_\_

Name: Roxanne Moore

Address: level 5 35 Chandos St St Leonards

Occupation: reception / office coordinator

**SCHEDULE ONE**

<b>NUMBER</b>	<b>MARK</b>	<b>CLASS</b>	<b>GOODS</b>
4508473	VITANOX	05	Herbal products and formulations having anti-oxidant activity in the form of dried herbs, tablets, capsules, caplets, liquid herbal extracts, tonics and infusions for medical purposes; herbal preparations and formulations containing grape seed extract in the form of dried herbs, tablets, capsules, caplets, liquid herbal extracts, tonics and infusions for medicinal purposes; pharmaceutical, nutraceutical, medicinal and naturopathic preparations containing grape seed extract in the form of dried herbs, tablets, capsules, caplets, liquid herbal extracts, tonics and infusions for medicinal purposes, system function, supporting and promoting interferon production, supporting and promoting white blood cell health; and adjuvants for the foregoing goods; dietary and nutritional supplements, namely, herbs and herbal extracts containing grape seed extract for use to supplement the diet

**TRADEMARK**

**REEL: 005842 FRAME: 0455**

**RECORDED: 07/25/2016**