

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397014

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900375599		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inverness Medical, LLC		01/15/2010	Corporation:
RECEIVING PARTY DATA			
Name:	International Vitamin Corporation		
Street Address:	3146 Red Hill Avenue		
Internal Address:	Suite 120		
City:	Freehold		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2476129	SOY CARE	
Registration Number:	1337530	POSTURE	
CORRESPONDENCE DATA			
Fax Number:	4102806758		
<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:	410-280-6608		
Email:	llaubscher@laubscherlaw.com		
Correspondent Name:	Laubscher, Spendlove & Laubscher, P.C.		
Address Line 1:	1160 Spa Road, Suite 2B		
Address Line 4:	Annapolis, MARYLAND 21403		
NAME OF SUBMITTER:	Lawrence E. Laubscher, Jr.		
SIGNATURE:	/LELjr/		
DATE SIGNED:	08/31/2016		
Total Attachments: 6			
source=CoverSheet#page1.tif			
source=Notice#page1.tif			
source=assignment Inverness to IVC#page1.tif			

source=assignment Inverness to IVC#page2.tif

source=assignment Inverness to IVC#page3.tif

source=assignment Inverness to IVC#page4.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inverness Medical, LLC		01/15/2010	Corporation:
RECEIVING PARTY DATA			
Name:	International Vitamin Corporation		
Street Address:	500 Halls Mill Road		
City:	Freehold		
State/Country:	NEW JERSEY		
Postal Code:	07728		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2476129	SOY CARE	
Registration Number:	1337530	POSTURE	
CORRESPONDENCE DATA			
Fax Number:	410-280-67		
<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:	410-280-6608		
Email:	llaubscher@laubscherlaw.com		
Correspondent Name:	Laubscher, Spendlove & Laubscher, P.C.		
Address Line 1:	1160 Spa Road, Suite 2B		
Address Line 4:	Annapolis, MARYLAND 21403		
NAME OF SUBMITTER:	Lawrence E. Laubscher, Jr.		
SIGNATURE:	/lcljr/		
DATE SIGNED:	08/22/2016		
Total Attachments: 4			
source=Trademark Assignment Inverness Medical to IVC (January 15 2010)#page1.tif			
source=Trademark Assignment Inverness Medical to IVC (January 15 2010)#page2.tif			
source=Trademark Assignment Inverness Medical to IVC (January 15 2010)#page3.tif			
source=Trademark Assignment Inverness Medical to IVC (January 15 2010)#page4.tif			

OP \$65.00 2476129



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

August 31, 2016

PTAS

LAUBSCHER, SPENDLOVE & LAUBSCHER, P.C.
1160 SPA ROAD, SUITE 2B
ANNAPOLIS, MD 21403



900375599

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The Receiving party address on the coversheet does not match the address in the assignment document

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, September 30, 2016**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900375599

Access Code: CVA90VWX56YJP6

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARGARET LASALLE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 15, 2010, is entered into by and between Inverness Medical, LLC, a Delaware limited liability company, having an address of 51 Sawyer Road, Suite 200, Waltham, Massachusetts 02453 ("Assignor"), and International Vitamin Corporation, a Delaware corporation, having an address of 3146 Red Hill Avenue, Suite 120, Costa Mesa, California 92626 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 9, 2009 (as amended, modified, supplemented or restated from time to time, the "Agreement"); capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the rights, title and interest of Assignor in and to the Marks, including, without limitation, the Marks described on Schedule A attached hereto, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee, all of its right, title and interest in and to the Marks, together with (i) the registrations of the Marks; (ii) the goodwill of the business symbolized by and associated with the Marks and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated goodwill. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Marks in a form acceptable for recordation in both the United States Patent and Trademark Office and the corresponding entity or agency in any applicable foreign country.

This Assignment is subject to all the terms and conditions of the Agreement. This Assignment does not modify the terms of the Agreement. Each of the parties, by their execution of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, reduced, modified or altered in any way by this instrument. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

[Remainder of Page Intentionally Left Blank]

The foregoing assignment is hereby made as of the 4th day of January, 2010.

[Signature]
Legal Counsel

INVERNESS MEDICAL, LLC

By: [Signature]
Name: John Smith
Title: President

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

SUBSCRIBED AND SWORN to before me on this 4th day of JANUARY, 2010, appeared John Smith, the person who signed this instrument, who acknowledged that he/she is the President of Inverness Medical, LLC and that being duly authorized he/she signed such instrument as a free act on behalf of Inverness Medical, LLC.



[Signature]
Notary Public

My Commission Expires: 9/12/14

The foregoing assignment is accepted as of the _____ day of January, 2010.

INTERNATIONAL VITAMIN CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2010, appeared _____, the person who signed this instrument, who acknowledged that he/she is the/a _____ of International Vitamin Corporation, and that being duly authorized he/she signed such instrument as a free act on behalf of International Vitamin Corporation.

Notary Public

My Commission Expires: _____

Signature Page to IM LLC Trademark Assignment Agreement

The foregoing assignment is hereby made as of the ____ day of January, 2010.

INVERNESS MEDICAL, LLC

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 2010, appeared _____, the person who signed this instrument, who acknowledged that he/she is the _____ of Inverness Medical, LLC and that being duly authorized he/she signed such instrument as a free act on behalf of Inverness Medical, LLC.

Notary Public

My Commission Expires: _____

The foregoing assignment is accepted as of the 13th day of January, 2010.

INTERNATIONAL VITAMIN CORPORATION

By: _____
Name: Ming Dai
Title: President

STATE OF NEW YORK
COUNTY OF NEW YORK

SUBSCRIBED AND SWORN to before me on this 13th day of January, 2010, appeared Ming Dai, the person who signed this instrument, who acknowledged that he/she is the/a President of International Vitamin Corporation, and that being duly authorized he/she signed such instrument as a free act on behalf of International Vitamin Corporation.

Michael Voller

Notary Public

My Commission Expires:

MICHAEL VOLLER
NOTARY PUBLIC, State of New York
No. 0106008998
Qualified in Kings County
Commission Expires July 27, 2012

Signature Page to IM LLC Trademark Assignment Agreement