

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400574

<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>
Nature's Pearl Corporation		08/02/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Youngevity International, Inc.		
<b>Street Address:</b>	2400 Boswell Road		
<b>City:</b>	Chula Vista		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91914		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3223112	NATURE'S PEARL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198338332		
<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>	9198337744		
<b>Email:</b>	dickcarlton@rhcarltonlaw.com		
<b>Correspondent Name:</b>	Richard H. Carlton		
<b>Address Line 1:</b>	150 Fayetteville St.		
<b>Address Line 2:</b>	Suite 1130		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Richard H. Carlton		
<b>SIGNATURE:</b>	/richard h carlton/		
<b>DATE SIGNED:</b>	10/03/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of August 2, 2016, by and between Nature's Pearl Corporation, a North Carolina corporation, with an address at 3134 Cornatzer Road, Advance, North Carolina 27006 ("**Assignor**"), to Youngevity International, Inc., a Delaware corporation, with an address at 2400 Boswell Road, Chula Vista, California 91914 ("**Assignee**").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed on Schedule A attached hereto (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all right, title, and interest in and to the Trademarks.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration and in consideration of the foregoing recitals, the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Except as otherwise provided herein, Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee all of the Assignor's right, title, and interest in and to the Trademarks and any trademark applications related thereto.

2. Further Action. Assignor further agrees that, Assignor will take such further actions and execute promptly such further documents as are necessary to effect and record the above assignments, including any actions or documents required by the applicable registrar or other official to document the transfer herein (such as application to the PTC Trademark Office for approval and recordal of this Assignment) or as may be necessary to protect, secure, and vest good, valid, and marketable title to the Trademarks and any and all related rights in Assignee (including, without limitation, providing testimony in any interference, litigation or proceeding related to title to the Trademarks).

3. Successors and Assigns. This instrument shall be binding upon Assignor and its legal representatives, successors and assigns and inure to the benefit of Assignee and its legal representatives, successors and assigns.

4. Entire Agreement. This Assignment and the other documents required to be delivered pursuant hereto constitute the entire understanding and agreement between the parties with regard to the specific subject matter hereof and no party shall be liable or bound by any representation, warranty, covenant or agreement except as specifically set forth herein. Any previous agreement (whether written, oral or implied) among the parties relative to the specific subject matter hereof is superseded by this Agreement.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**NATURE'S PEARL CORPORATION**

By: *Jerry W. Smith*  
Name: Jerry W. Smith  
Title: Chief Executive Officer

**Acknowledgement**

STATE OF NORTH CAROLINA

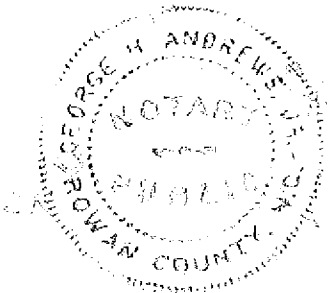
COUNTY OF DAVIE

On this 2nd day of August 2016, before me, the undersigned Notary Public, personally appeared Jerry W. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument to be the Chief Executive Officer of Nature's Pearl Corporation, and acknowledged to me that he executed the same.

Seal:

Signature: *George H. Andrews, Jr.*

Name: George H. Andrews, Jr., Notary Public



*Signature Page to Trademark Assignment*

**ASSIGNEE:**

**YOUNGEVITY INTERNATIONAL, INC.**  
a Delaware corporation

By: 

Name: Steve Wallach

Title: Chief Executive Officer

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005888 FRAME: 0847**

SCHEDULE A

Trademark- Nature's Pearl

United States Patent and Trademark Office Serial Number- 78934529