

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408241

<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>
Viactiv Holdings, LLC		12/06/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Activ Nutritional, LLC		
<b>Street Address:</b>	1200 Lenox Drive, Suite 100		
<b>Internal Address:</b>	Princeton Pike Corporate Center		
<b>City:</b>	Lawrenceville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08648		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87023681	#BEACTIV	
<b>Serial Number:</b>	87023684	CHEWS TO BE STRONG	
<b>Serial Number:</b>	87023674	CHEWS TO MAKE A DIFFERENCE	
<b>Serial Number:</b>	85868648	VIACTIV LIFESTYLE	
<b>Serial Number:</b>	76061305	VIACTIV V	
<b>Serial Number:</b>	75366849	VIACTIV	
<b>Registration Number:</b>	2531197	ACTIVE NUTRITION FOR WOMEN BY WOMEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147568633		
<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>	214-740-8633		
<b>Email:</b>	dadocket@lockelord.com		
<b>Correspondent Name:</b>	Mark R. Backofen		
<b>Address Line 1:</b>	2200 Ross Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	01106439.00002		

OP \$190.00 87023681

<b>NAME OF SUBMITTER:</b>	Mark R. Backofen
<b>SIGNATURE:</b>	/Mark R. Backofen/
<b>DATE SIGNED:</b>	12/08/2016
<b>Total Attachments: 24</b> source=Intellectual Property Assignment w schedules#page1.tif source=Intellectual Property Assignment w schedules#page2.tif source=Intellectual Property Assignment w schedules#page3.tif source=Intellectual Property Assignment w schedules#page4.tif source=Intellectual Property Assignment w schedules#page5.tif source=Intellectual Property Assignment w schedules#page6.tif source=Intellectual Property Assignment w schedules#page7.tif source=Intellectual Property Assignment w schedules#page8.tif source=Intellectual Property Assignment w schedules#page9.tif source=Intellectual Property Assignment w schedules#page10.tif source=Intellectual Property Assignment w schedules#page11.tif source=Intellectual Property Assignment w schedules#page12.tif source=Intellectual Property Assignment w schedules#page13.tif source=Intellectual Property Assignment w schedules#page14.tif source=Intellectual Property Assignment w schedules#page15.tif source=Intellectual Property Assignment w schedules#page16.tif source=Intellectual Property Assignment w schedules#page17.tif source=Intellectual Property Assignment w schedules#page18.tif source=Intellectual Property Assignment w schedules#page19.tif source=Intellectual Property Assignment w schedules#page20.tif source=Intellectual Property Assignment w schedules#page21.tif source=Intellectual Property Assignment w schedules#page22.tif source=Intellectual Property Assignment w schedules#page23.tif source=Intellectual Property Assignment w schedules#page24.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made on this 6th day of December 2016 (the "Effective Date") by VIATIV HOLDINGS LLC, a Delaware limited liability company ("Assignor"), in favor of ACTIV NUTRITIONAL, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 6, 2016 (the "Purchase Agreement");

WHEREAS, capitalized terms used herein without definition have the respective meanings given in the Purchase Agreement; and

WHEREAS, subject to the terms and conditions set forth in the Purchase Agreement, Assignor has agreed to transfer to Assignee (or one or more of its designated Affiliates) and Assignee (or one or more of its designated Affiliates) has agreed to purchase from Assignor, all of Assignor's rights, title and interests in and to Intellectual Property Assets, including the marks, trademark registrations and trademark applications (the "Trademarks") and domain names identified on Schedule A hereto; and

WHEREAS, Assignor and Assignee desire to effect the assignment to Assignee (or one or more of its designated Affiliates) of the Intellectual Property Assets in accordance with the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, terms and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Intellectual Property Assets. Assignor hereby contributes, assigns and transfers to Assignee (or one or more of its designated Affiliates), its successors and assigns, all of Assignor's rights, title and interests in and to the Intellectual Property Assets, including, without limitation, all rights to sue for and receive all damages accruing from past, present and future infringement of the Trademarks, the right to seek and maintain registrations related to the Trademarks and all goodwill associated with the Intellectual Property Assets, and Assignee hereby accepts such assignment.

2. Further Assurances.

(a) Assignor hereby agrees (i) to execute and deliver any additional documents, oaths, declarations and instruments that Assignee reasonably determines may be necessary to perfect, vest, give effect to and record Assignee's ownership of any rights in the Intellectual Property Assets and/or to pursue any registrations related to the Intellectual Property Assets with the U.S. Patent and Trademark Office, any other applicable foreign trademark authority and any domain name registrar, and (ii) to cooperate with Assignee and take, or cause to be taken, at Assignee's expense, all such further or other actions as Assignee may reasonably deem necessary or desirable with respect to the protection and enforcement of any and all of the

rights in the Intellectual Property Assets, including without limitation cooperating in any infringement lawsuits and providing evidence and testimony related to the Trademarks.

(b) Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights to record Assignee as the assignee and owner of any and all of Assignor's rights in the Intellectual Property Assets assigned herein.

3. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. This Agreement shall be effective as of the date first above written. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns; provided, however, that this Agreement may not be assigned by either party hereto without the prior written consent of the other party. Headings are for reference only and shall not in any manner affect the meaning or interpretation of this Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement, and is subject to every agreement, representation, warranty, indemnification, covenant and provision contained in the Purchase Agreement. This Agreement may be executed in counterparts, each of which shall be deemed and original but all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

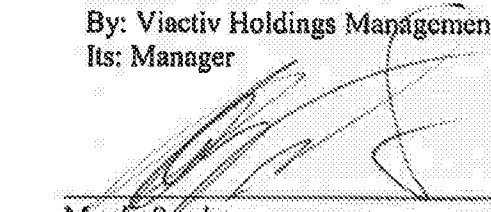
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment on the date and year first above written.

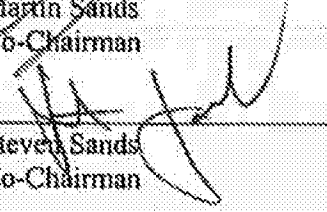
Assignor

VIACTIV HOLDINGS LLC

By: Viactiv Holdings Management Inc.

Its: Manager

  
\_\_\_\_\_  
Martin Sands  
Co-Chairman

  
\_\_\_\_\_  
Steven Sands  
Co-Chairman

Assignee

ACTIV NUTRITIONAL, LLC

\_\_\_\_\_  
[Name]

[Title]

Signature Page to Viactiv Holdings LLC / Adare Pharmaceuticals, Inc.  
Trademark Assignment

TRADEMARK  
REEL: 005944 FRAME: 0374

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment on the date and year first above written.

**Assignor**

VIACTIV HOLDINGS LLC

By: Viactiv Holdings Management Inc.

Its: Manager

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Martin Sands  
Co-Chairman

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Steven Sands  
Co-Chairman

**Assignee**

ACTIV NUTRITIONAL, LLC

By: Adare Pharmaceutical, Inc.

Its: Sole Member

By: 

Name: Joan Fraher

Title: Chief Executive Officer

Signature Page to Viactiv Holdings LLC / Activ Nutritional, LLC  
Trademark Assignment

**TRADEMARK**  
**REEL: 005944 FRAME: 0375**

**Exhibit A**  
**Trademarks**

[To include domain names and all trademarks, not just the “Material” ones.]

Section 4.10(a)  
Material Trademarks

(i) U.S. Material Trademarks

<u>Mark Name</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
#BEACTIV	USA	87023681	
CHEWS TO BE STRONG	USA	87023684	
CHEWS TO MAKE A DIFFERENCE	USA	87023674	
VIACTIV LIFESTYLE	USA	85868648	5073522
VIACTIV V	USA	76061305	2465643
VIACTIV	USA	75366849	2248302

(ii) O-US Material Trademarks

<u>Action Due Date</u>	<u>Action Description</u>	<u>Mark Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
7/25/2016	Trademark Renewal	VIACTIV	Great Britain	2428107	2,428,107
8/29/2016	Trademark Renewal	VIACTIV V (STYLIZED)	Great Britain	2431126	2,431,126
11/27/2017	Trademark Renewal	VIACTIV	Mexico	315716	569,455
11/27/2017	Trademark Renewal	VIACTIV	Mexico	315717	569,456
11/27/2017	Trademark Renewal	VIACTIV	Mexico	315718	570,603
11/27/2017	Trademark Renewal	VIACTIV	Mexico	315719	570,971
11/30/2017	Trademark Renewal	VIACTIV	Germany	39753876.6	39,753,876
12/12/2017	Trademark Renewal	VIACTIV	Spain	--	2,131,710
12/17/2017	Trademark Renewal	VIACTIV, ACTIVE FOODS FOR WOMEN	Italy	--	785,823
12/31/2017	Trademark Renewal	VIACTIV V & DESIGN	Canada	1073895	572,939
12/31/2017	Trademark Renewal	ACTIVE FOODS FOR WOMEN	France	--	97,707,125
12/31/2017	Trademark Renewal	VIACTIV	France	--	97,707,126
2/13/2018	Trademark Renewal	V (STYLIZED)	Canada	1046506	575,587
3/18/2018	Trademark Renewal	VIACTIV, ACTIVE	France	--	98,723,445



<u>Action Due Date</u>	<u>Action Description</u>	<u>Mark Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
		NUTRITION FOR			
3/25/2018	Trademark Renewal	VIATIV	Italy	--	838,554
3/31/2018	Trademark Renewal	VIATIV, ACTIVE NUTRITION FOR	Germany	39817963.8	39,817,963
4/7/2018	Trademark Renewal	NUTRICION ACTIVA PARA MUJERES	Mexico	8343	15,555
4/7/2018	Trademark Renewal	NUTRICION ACTIVA PARA MUJERES	Mexico	8349	15,561
4/7/2018	Trademark Renewal	ACTIVE NUTRITION FOR WOMEN	Mexico	8342	15,554
4/7/2018	Trademark Renewal	ACTIVE NUTRITION FOR WOMEN	Mexico	8344	15,556
4/7/2018	Trademark Renewal	NUTRICION ACTIVA PARA MUJERES	Mexico	8345	15,557
4/7/2018	Trademark Renewal	ACTIVE NUTRITION FOR WOMEN	Mexico	8346	15,558
4/7/2018	Trademark Renewal	NUTRICION ACTIVA PARA MUJERES	Mexico	8347	15,559
4/7/2018	Trademark Renewal	ACTIVE NUTRITION FOR WOMEN	Mexico	8348	15,560
4/7/2018	Trademark Renewal	VIATIV, ACTIVE NUTRITION FOR	Mexico	328824	578,560
4/7/2018	Trademark Renewal	VIATIV, ACTIVE NUTRITION FOR	Mexico	328825	578,561
4/7/2018	Trademark Renewal	VIATIV, ACTIVE NUTRITION FOR	Mexico	328826	578,562
4/7/2018	Trademark Renewal	VIATIV, ACTIVE	Mexico	328827	578,563

<u>Action Due Date</u>	<u>Action Description</u>	<u>Mark Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>
		NUTRITION FOR			
7/9/2018	Trademark Renewal	VIACTIV, ACTIVE NUTRITION FOR	Spain	--	2,173,614
8/19/2018	Trademark Renewal	CONCU PAR DES FEMMES POUR LES	Canada	1049183	587,464
8/20/2018	Trademark Renewal	ACTIVE NUTRITION FOR WOMEN BY	Canada	1029932	587,566
8/21/2018	Trademark Renewal	VIACTIV, ACTIVE NUTRITION FOR	Canada	873196	587,830
8/22/2018	Trademark Renewal	BE SWEET TO YOUR BONES	Canada	1046814	587,852
8/25/2018	Trademark Renewal	DESIGNED FOR WOMEN BY WOMEN	Canada	1046479	587,990
	Renewed	VIACTIV	Canada	860350	535,149

Section 4.10(b)  
Material Domain Names

- 1) Viactiv.com
- 2) Viactiv.net
- 3) Viactiv.org
- 4) Viactivstore.com
- 5) Viactiv.ca

Section 4.10(c)  
Other Intellectual Property Assets

Domain Names

- 1) sendasealchangealife.com
- 2) viactiv.biz
- 3) viactiv.cn
- 4) viactiv.co.cr
- 5) viactiv.info
- 6) viactiv.pk
- 7) viactiv.us

Trademarks

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV, ACTIVE NUTRITION FOR WOMEN	PUERTO RICO			74420	08/02/2007
VIACTIV, ACTIVE NUTRITION FOR WOMEN	PUERTO RICO			74421	08/02/2007
VIACTIV, ACTIVE NUTRITION FOR WOMEN	PUERTO RICO			74423	08/02/2007
VIACTIV, ACTIVE NUTRITION FOR WOMEN	PUERTO RICO			74422	08/02/2007
VIACTIV	PUERTO RICO			74835	11/13/2007
VIACTIV	PUERTO RICO			74836	11/13/2007
VIACTIV, ACTIVE FOODS FOR WOMEN	PUERTO RICO			75771	11/13/2007
VIACTIV	PUERTO RICO			74828	11/13/2007
VIACTIV, ACTIVE FOODS FOR WOMEN	PUERTO RICO	60256	12/30/2008		

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIActiv, ACTIVE FOODS FOR WOMEN	PUERTO RICO	60273	12/30/2008		
VIActiv, ACTIVE FOODS FOR WOMEN	PUERTO RICO	60274	12/30/2008		
ACTIVE FOODS FOR WOMEN	HONDURAS			72508	31/AUG/1998
ACTIVE FOODS FOR WOMEN	HONDURAS			72501	31/AUG/1998
ACTIVE FOODS FOR WOMEN	HONDURAS			72507	31/AUG/1998
ACTIVE FOODS FOR WOMEN	HONDURAS			72502	31/AUG/1998
ACTIVE FOODS FOR WOMEN	PERU			43439	10/FEB/1998
ACTIVE FOODS FOR WOMEN	PERU			43490	11/FEB/1998
ACTIVE FOODS FOR WOMEN	PERU			43491	11/FEB/1998
ACTIVE FOODS FOR WOMEN	PERU			43492	11/FEB/1998
ACTIVE FOODS FOR WOMEN	VENEZUELA			7141-L	11/NOV/2002
ACTIVE FOODS FOR WOMEN	VENEZUELA			7140-L	11/NOV/2002
ACTIVE FOODS FOR WOMEN	VENEZUELA			9740-L	17/NOV/2009
ACTIVE FOODS FOR WOMEN	VENEZUELA			7142-L	11/NOV/2002

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
ACTIVE NUTRITION FOR WOMEN	COLOMBIA			234067	04/NOV/1999
ACTIVE NUTRITION FOR WOMEN	COLOMBIA			243461	01/SEP/2000
ACTIVE NUTRITION FOR WOMEN	COLOMBIA			234068	19/OCT/1999
ACTIVE NUTRITION FOR WOMEN	COLOMBIA			243200	01/SEP/1999
ACTIVE NUTRITION FOR WOMEN	NICARAGUA			39937	13/JAN/1999
ACTIVE NUTRITION FOR WOMEN	NICARAGUA			39944	13/JAN/1999
ACTIVE NUTRITION FOR WOMEN	NICARAGUA			39936	13/JAN/1999
ACTIVE NUTRITION FOR WOMEN	NICARAGUA			40185	27/JAN/1999
ACTIVE NUTRITION FOR WOMEN	PANAMA			92535	14/FEB/1998
ACTIVE NUTRITION FOR WOMEN	PANAMA			92534	14/FEB/1998
ACTIVE NUTRITION FOR WOMEN	PANAMA			92537	14/FEB/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
ACTIVE NUTRITION FOR WOMEN	PANAMA			92536	14/FEB/1998
ACTIVE NUTRITION FOR WOMEN	PERU			45789	13/MAY/1998
ACTIVE NUTRITION FOR WOMEN	PERU			45791	13/MAY/1998
ACTIVE NUTRITION FOR WOMEN	PERU			45792	13/MAY/1998
ACTIVE NUTRITION FOR WOMEN	PERU			45790	13/MAY/1998
ACTIVE NUTRITION FOR WOMEN	POLAND			128566	16/APR/1998
ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5965	02/NOV/1999
ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5966	02/NOV/1999
ACTIVE NUTRITION FOR WOMEN	VENEZUELA			L-5.967	02/NOV/2002
ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5964	02/NOV/1999
VIACTIV	ARUBA			20085	31/AUG/1999
VIACTIV	AUSTRALIA			747774	03/NOV/1997
VIACTIV	BAHAMAS			21737	05/JUL/1999
VIACTIV	BAHAMAS			21735	05/JUL/1999
VIACTIV	BAHAMAS			21736	05/JUL/1999
VIACTIV	BARBADOS			81/15436	01/MAY/2001

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV	BARBADOS			81/15433	01/MAY/2001
VIACTIV	BARBADOS			81/15434	01/MAY/2001
VIACTIV	BARBADOS			81/15435	01/MAY/2001
VIACTIV	BENELUX			631043	03/DEC/1997
VIACTIV	BERMUDA			30758	09/JUN/1999
VIACTIV	BERMUDA			30755	09/JUN/1999
VIACTIV	BERMUDA			30756	09/JUN/1999
VIACTIV	BERMUDA			30757	09/JUN/1999
VIACTIV	BRAZIL			820443794	13/JUN/2000
VIACTIV	BRAZIL			820443808	07/JUN/2005
VIACTIV	BRAZIL			820443824	29/AUG/2006
VIACTIV	BRAZIL			820443832	29/AUG/2006
VIACTIV	CHILE			647994	07/NOV/2002
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1311596	07/SEP/1999
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1316815	21/SEP/1999
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1307773	28/AUG/1999
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1598947	07/JUL/2001
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1595256	28/JUN/2001
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			3413626	28/DEC/2007
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			4169417	28/FEB/2009
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			3805239	21/SEP/2005



International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			3338949	07/MAY/2004
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1587361	14/JUN/2001
VIACTIV	CHINA, PEOPLES REPUBLIC (PRC)			1324062	14/OCT/1999
VIACTIV	COLOMBIA			224465	04/NOV/1999
VIACTIV	COLOMBIA			224464	19/OCT/1999
VIACTIV	COLOMBIA			229193	01/SEP/2000
VIACTIV	COLOMBIA			231904	01/SEP/1999
VIACTIV	COSTA RICA			2552	28/JUL/1998
VIACTIV	COSTA RICA			2554	28/JUL/1998
VIACTIV	COSTA RICA			20477978	01/MAY/2001
VIACTIV	COSTA RICA			2553	28/JUL/1998
VIACTIV	DOMINICAN REPUBLIC			95616	15/MAR/1998
VIACTIV	DOMINICAN REPUBLIC			95890	02/MAR/1998
VIACTIV	DOMINICAN REPUBLIC			95924	15/MAR/1998
VIACTIV	DOMINICAN REPUBLIC			96374	01/MAR/1998
VIACTIV	DOMINICAN REPUBLIC			95935	15/MAR/1998
VIACTIV	ECUADOR			734	30/JUN/1999
VIACTIV	ECUADOR			728	18/MAY/1999
VIACTIV	ECUADOR			729	18/MAY/1999
VIACTIV	ECUADOR			727	18/MAY/1999
VIACTIV	EL SALVADOR			129/116	01/SEP/2000
VIACTIV	EL SALVADOR			47/94	01/JUL/1999
VIACTIV	EL SALVADOR			122/93	01/JUL/1999
VIACTIV	EL SALVADOR			46/94	14/JUL/1999
VIACTIV	GUATEMALA			102905	18/FEB/2000
VIACTIV	GUATEMALA			102907	18/FEB/2000
VIACTIV	GUATEMALA			102910	18/FEB/2000
VIACTIV	GUATEMALA			102911	18/FEB/2000
VIACTIV	HONDURAS			72510	31/AUG/1998
VIACTIV	HONDURAS			72484	31/AUG/1998
VIACTIV	HONDURAS			72450	31/AUG/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV	HONDURAS			72463	31/AUG/1998
VIACTIV	HONG KONG			200500489	05/NOV/1997
VIACTIV	HONG KONG			7018AA	05/NOV/1997
VIACTIV	HUNGARY			155948	21/NOV/1997
VIACTIV	INDONESIA			IDM000147749	10/NOV/1997
VIACTIV	INDONESIA			IDM000147750	10/NOV/1997
VIACTIV	INDONESIA			IDM000147751	10/NOV/1997
VIACTIV	INDONESIA			IDM000147752	10/NOV/1997
VIACTIV	IRELAND			233122	28/NOV/2005
VIACTIV	ITALY			785822	12/JUN/1997
VIACTIV	JAMAICA			35038	24/JUN/1999
VIACTIV	JAMAICA			35106	24/JUN/1996
VIACTIV	JAMAICA			36954	24/JUN/1999
VIACTIV	JAMAICA			35602	24/JUN/1999
VIACTIV	JAPAN			4406369	04/AUG/2000
VIACTIV	JAPAN			4404320	28/JUL/2000
VIACTIV	JAPAN			4404319	28/JUL/2010
VIACTIV	MALAYSIA			98006047	20/MAY/2008
VIACTIV	MALAYSIA			98006023	20/MAY/1998
VIACTIV	MALAYSIA			98006046	20/MAY/1998
VIACTIV	MALAYSIA			98006024	20/MAY/1998
VIACTIV	NETHERLANDS ANTILLES			9303	15/AUG/2002
VIACTIV	NEW ZEALAND			315913	08/SEP/1999
VIACTIV	NICARAGUA			38976	09/OCT/1998
VIACTIV	NICARAGUA			38979	09/OCT/1998
VIACTIV	NICARAGUA			38978	09/OCT/1998
VIACTIV	NICARAGUA			38977	09/OCT/1998
VIACTIV	PANAMA			92530	14/FEB/1998
VIACTIV	PANAMA			92533	14/FEB/1998
VIACTIV	PANAMA			92531	14/FEB/1998
VIACTIV	PANAMA			92532	14/FEB/1998
VIACTIV	PERU			43437	10/FEB/1998
VIACTIV	PERU			43438	10/FEB/1998
VIACTIV	POLAND			124488	11/DEC/1997
VIACTIV	RUSSIAN FEDERATION			174151	04/DEC/1997
VIACTIV	SINGAPORE			4211I	04/MAY/1998
VIACTIV	SINGAPORE			4213E	04/MAY/1998
VIACTIV	SINGAPORE			4214C	04/MAY/1998
VIACTIV	SINGAPORE			4212G	04/MAY/1998
VIACTIV	SOUTH AFRICA			2006/01990	21/JUL/2009
VIACTIV	SWITZERLAND			466287	03/DEC/1997
VIACTIV	TAIWAN			820654	16/OCT/1998
VIACTIV	TAIWAN			822994	16/OCT/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV	TAIWAN			823547	16/OCT/1998
VIACTIV	TAIWAN			940923	16/MAY/2001
VIACTIV	TAIWAN			961952	16/SEP/2001
VIACTIV	TAIWAN			923713	01/JAN/2001
VIACTIV	TAIWAN			951610	16/JUL/2001
VIACTIV	TAIWAN			818270	16/SEP/1998
VIACTIV	THAILAND			Kor91961	03/FEB/1998
VIACTIV	THAILAND			99421	03/FEB/1998
VIACTIV	THAILAND			99399	03/FEB/1998
VIACTIV	THAILAND			Kor99422	03/FEB/1998
VIACTIV	THAILAND			114793	03/JUN/1999
VIACTIV	THAILAND			122680	03/JUN/1999
VIACTIV	THAILAND			122679	03/JUN/1999
VIACTIV	THAILAND			121419	03/JUN/1999
VIACTIV	TRINIDAD & TOBAGO			29755	12/APR/2000
VIACTIV	VENEZUELA			209777	06/JAN/1999
VIACTIV	VENEZUELA			209776	06/JAN/1999
VIACTIV	VENEZUELA			209778	06/JAN/1999
VIACTIV	VENEZUELA			209779	08/JAN/1999
VIACTIV	VIETNAM			4-0031370-000	26/JUN/1999
VIACTIV ACTIVE	CHINA, PEOPLES REPUBLIC (PRC)			1465957	28/OCT/2000
VIACTIV ACTIVE	CHINA, PEOPLES REPUBLIC (PRC)			1458270	14/OCT/2000
VIACTIV ACTIVE	CHINA, PEOPLES REPUBLIC (PRC)			1425455	28/JUL/2000
VIACTIV ACTIVE NUTRITION FOR WOMEN	CHINA, PEOPLES REPUBLIC (PRC)			1424094	21/JUL/2000
VIACTIV ACTIVE NUTRITION FOR WOMEN	NEW ZEALAND			289909	18/MAR/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV ACTIVE NUTRITION FOR WOMEN	NEW ZEALAND			289911	18/MAR/1998
VIACTIV ACTIVE NUTRITION FOR WOMEN	NEW ZEALAND			289908	18/MAR/1998
VIACTIV ACTIVE NUTRITION FOR WOMEN	NEW ZEALAND			289910	18/MAR/1998
VIACTIV V DESIGN	ARGENTINA			1958383	05/NOV/2003
VIACTIV V DESIGN	ARGENTINA			1920631	01/APR/2003
VIACTIV V DESIGN	ARGENTINA			1968228	23/JAN/2004
VIACTIV V DESIGN	ARGENTINA			1920626	01/APR/2003
VIACTIV V DESIGN	COLOMBIA			317248	29/MAR/2004
VIACTIV V DESIGN	COLOMBIA			279892	25/FEB/2004
VIACTIV V DESIGN	COLOMBIA			279893	25/FEB/2004
VIACTIV V DESIGN	COLOMBIA			279891	25/FEB/2004
VIACTIV V DESIGN	IRELAND			233560	01/FEB/2006
VIACTIV V DESIGN	SOUTH AFRICA			2006/01975	21/JUL/2009
VIACTIV, ACTIVE FOODS FOR WOMEN	HUNGARY			153896	12/DEC/1997
VIACTIV, ACTIVE FOODS FOR WOMEN	ITALY			1275754	17/DEC/1997

<b>International</b>					
<b>Trademark Name</b>	<b>Country</b>	<b>Filing Number</b>	<b>Filing Date</b>	<b>First Registration Number</b>	<b>First Registration Date</b>
VIActiv, ACTIVE FOODS FOR WOMEN	POLAND			125061	11/DEC/1997
VIActiv, ACTIVE NUTRITION FOR WOMEN	AUSTRALIA			755181	17/FEB/1998
VIActiv, ACTIVE NUTRITION FOR WOMEN	BENELUX			630923	20/MAR/1998
VIActiv, ACTIVE NUTRITION FOR WOMEN	BRAZIL			820443840	04/SEP/2001
VIActiv, ACTIVE NUTRITION FOR WOMEN	BRAZIL			820443859	23/JUL/2002
VIActiv, ACTIVE NUTRITION FOR WOMEN	BRAZIL			200028804	01/OCT/2002
VIActiv, ACTIVE NUTRITION FOR WOMEN	BRAZIL			820443883	20/JUN/2006
VIActiv, ACTIVE NUTRITION FOR WOMEN	CHILE			875844	03/JAN/2000
VIActiv, ACTIVE NUTRITION FOR WOMEN	ECUADOR			1175	26/JUL/2000

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV, ACTIVE NUTRITION FOR WOMEN	ECUADOR			1176	26/JUL/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	ECUADOR			1178	26/JUL/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	ECUADOR			1177	26/JUL/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	EL SALVADOR			78/116	01/SEP/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	EL SALVADOR			125/104	01/MAY/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	EL SALVADOR			71/121	09/NOV/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	EL SALVADOR			102/106	01/JUN/2000
VIACTIV, ACTIVE NUTRITION FOR WOMEN	HUNGARY			155444	25/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	INDONESIA			IDM000179522	26/MAR/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV, ACTIVE NUTRITION FOR WOMEN	INDONESIA			IDM000179501	26/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	INDONESIA			IDM000179500	26/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	INDONESIA			IDM000179499	25/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	ITALY			1313630	08/MAR/2001
VIACTIV, ACTIVE NUTRITION FOR WOMEN	MALAYSIA			98006014	20/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	MALAYSIA			98006025	20/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	MALAYSIA			98006021	20/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	MALAYSIA	98006022	20/MAY/1998		
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SINGAPORE			4215A	04/MAY/1998

International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SINGAPORE			4,218 F	04/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SINGAPORE			4216Z	04/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SINGAPORE			4217H	04/MAY/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SPAIN			2173617	26/FEB/2004
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SPAIN			2173615	26/FEB/2004
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SPAIN			2173616	26/FEB/2004
VIACTIV, ACTIVE NUTRITION FOR WOMEN	SWITZERLAND			450557	17/FEB/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	TAIWAN			856477	16/JUN/1999
VIACTIV, ACTIVE NUTRITION FOR WOMEN	TAIWAN			852997	16/MAY/1999



International					
Trademark Name	Country	Filing Number	Filing Date	First Registration Number	First Registration Date
VIACTIV, ACTIVE NUTRITION FOR WOMEN	TAIWAN			852802	16/MAY/1999
VIACTIV, ACTIVE NUTRITION FOR WOMEN	THAILAND			125425	31/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	THAILAND			100694	31/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	THAILAND			102826	30/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	THAILAND			100695	31/MAR/1998
VIACTIV, ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5971	02/NOV/1999
VIACTIV, ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5972	02/NOV/1999
VIACTIV, ACTIVE NUTRITION FOR WOMEN	VENEZUELA			5970	02/NOV/1999
VIACTIV, ACTIVE NUTRITION FOR WOMEN	VENEZUELA			10.015-L	7/23/2010

<b>International</b>					
<b>Trademark Name</b>	<b>Country</b>	<b>Filing Number</b>	<b>Filing Date</b>	<b>First Registration Number</b>	<b>First Registration Date</b>
ACTIVE NUTRITION FOR WOMEN BY WOMEN	USA		08/31/1999	2531197	01/22/2002