

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/03/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitalus International Inc.		08/03/2006	CORPORATION: BARBADOS

RECEIVING PARTY DATA

Name:	Bioplex Nutrition Inc.
Street Address:	5160 Industrial Place, Suite 106
City:	Ferndale
State/Country:	WASHINGTON
Postal Code:	98248
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3109919	ACTIVSTART NUTRITION
Registration Number:	3021620	COLDZYME
Registration Number:	3072762	COLDZYME
Registration Number:	3064243	KOOLZYME
Registration Number:	3037581	KOOLZYME

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: James L. Vana
 Address Line 1: 1201 Third Avenue, Suite 4800
 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 64251.4000

CH \$140.00 3109919

NAME OF SUBMITTER:	James L. Vana
Signature:	/James L. Vana/
Date:	04/21/2008
Total Attachments: 3 source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Assignment Agreement#page3.tif	

TRADE-MARK ASSIGNMENT AGREEMENT (NUNC PRO TUNC)

BETWEEN: Vitalus International Inc.
The Savannah Business Centre
Suite 103, Hastings
Christ Church, Barbados

(hereinafter the "Assignor");

AND: Bioplex Nutrition Inc.
Suite 106 – 5160 Industrial Place
Ferndale, Washington, 98248
United States of America

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the Canadian and the United States trade-marks bearing Canadian and United States registration numbers set out in **SCHEDULE "A"** (the "**Trade-marks**");

AND WHEREAS the entire business of the Assignor, related to the Trade-marks, including the Assignor's rights, title and interest in and to the Trade-marks, was assigned, sold and transferred to the Assignee on August 3, 2006 (the "Effective Date");

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-marks in any country.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

3. GENERAL PROVISIONS

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the Effective Date.


VITALUS INTERNATIONAL INC.

By: 

Name: J. Hugh Wiebe

Title: President

BIOPLEX NUTRITION INC.

By: 

Name: Katrinia Walter

Title: Corporate Secretary

SCHEDULE "A"

<u>Trade-mark</u>	<u>Registration No.</u>
Canada	
ACTIVSTART NUTRITION	TMA597,734
ACTIVSTART NUTRITION & DESIGN	TMA614,496
COLDZYME	TMA603,555
COLDZYME & SEAL DESIGN	TMA641,933
KOOLZYME	TMA586,081
KOOLZYME & SEAL DESIGN	TMA629,344
United States	
ACTIVSTART NUTRITION	3,109,919
COLDZYME	3,021,620
COLDZYME & SEAL DESIGN	3,072,762
KOOLZYME	3,064,243
KOOLZYME & SEAL DESIGN	3,037,581

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RECORDED: 04/21/2008

**TRADEMARK
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