

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 03/26/2009 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|-------------------------------------|----------------|----------------------|
| Infinity2 Health Sciences, Inc. | FORMERLY EcoQuest Acquisition, Inc. | 03/26/2009 | CORPORATION: ARIZONA |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | EcoQuest International, Inc. |
| Street Address: | 301 T. Elmer Cox Drive |
| City: | Greenville |
| State/Country: | TENNESSEE |
| Postal Code: | 37743 |
| Entity Type: | CORPORATION: TENNESSEE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3029641 | GLUTAMAGAAC |
| Registration Number: | 3090847 | INFINITY2 NUTRITION |
| Registration Number: | 3007647 | PLANTODERM |
| Registration Number: | 2897897 | INFIAID |
| Registration Number: | 2739283 | THE ENZYME DIET MEAL REPLACEMENT SHAKE |
| Registration Number: | 2633673 | THE ENZYME DIET |
| Registration Number: | 2764953 | CAEDS GUARANTEED NUTRIENT DELIVERY |
| Registration Number: | 2638664 | DIGEST-A-MEAL |
| Registration Number: | 2339237 | CAEDS |
| Registration Number: | 2339228 | CAEDS |

CORRESPONDENCE DATA

900142919

**TRADEMARK
 REEL: 004059 FRAME: 0409**

OP \$265.00 3029641

Fax Number: (214)550-2671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: darin@kk-llp.com
Correspondent Name: Klemchuk Kubasta LLP
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| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | DBG GEN IP 0989.0001 |
| NAME OF SUBMITTER: | Darin M. Klemchuk |
| Signature: | /Darin M. Klemchuk/ |
| Date: | 09/10/2009 |

Total Attachments: 6
source=Merger_IHS to EI#page1.tif
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RECEIVED
MAR 27 2009
ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

ARTICLES OF MERGER
OF
INFINITY2 HEALTH SCIENCES, INC.
(an Arizona corporation)
WITH AND INTO
ECOQUEST INTERNATIONAL, INC.
(a Tennessee corporation)

1. Filed simultaneously with these Articles of Merger is the Agreement and Plan of Merger which has been adopted by Infinity2 Health Sciences, Inc., an Arizona corporation, which is the acquired corporation and EcoQuest International, Inc., a Tennessee corporation, which is the surviving corporation.
2. The surviving corporation is not authorized to transact business in Arizona. The name of the surviving corporation is EcoQuest International, Inc., a Tennessee corporation and its known place of business in the jurisdiction in which it is domiciled is 301 T. Elmer Cox Drive, Greenville, Tennessee 37743.
3. Pursuant to Section 10-1107 of the Arizona Revised Statutes, the surviving corporation appoints the Arizona Corporation Commission as its agent for service of process in any proceeding to enforce any obligation or rights of dissenting shareholders of each domestic corporation that is a party to the merger. The address for delivery by the Arizona Corporation Commission of any notification to the surviving corporation is 301 T. Elmer Cox Drive, Greenville, TN 37743.
4. The surviving corporation agrees to promptly pay any dissenting shareholder of the acquired corporation the amount, if any, to which the shareholder is entitled under Chapter 13 of Title 10 of the Arizona Revised Statutes.
5. The sole shareholder of Infinity2 Health Sciences, Inc. has approved the merger. The total number of shares voting for the merger was 100 shares voting for the merger and there were zero shares voting against the merger.
6. The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.
7. The merger is to become effective upon filing.

[Signatures on following page.]

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IN WITNESS WHEREOF, the Surviving Corporation has caused these Articles of Merger to be signed by an authorized officer on this 26th day of March, 2009.

ECOQUEST INTERNATIONAL, INC.

By: Michael J. Jackson
Michael J. Jackson
Chief Executive Officer

2049489v1

-2-

**AGREEMENT AND PLAN OF MERGER
OF
INFINITY2 HEALTH SCIENCES, INC.
WITH AND INTO
ECOQUEST INTERNATIONAL, INC.**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), dated as of March 26, 2009, is made by and between Infinity2 Health Sciences, Inc., an Arizona corporation (the "Company") and EcoQuest International, Inc., a Tennessee corporation ("EcoQuest").

WHEREAS, the respective Boards of Directors of EcoQuest and the Company have each approved the merger of the Company with and into EcoQuest in accordance with each of the Arizona Revised Statutes (the "ARS") and the Tennessee Business Corporation Act (the "TBCA");

WHEREAS, this Plan of Merger shall be filed with the Articles of Merger with the Secretary of State of Arizona in order to consummate the merger of the Company with and into EcoQuest, which shall be the surviving corporation (the "Surviving Corporation"); and

WHEREAS, the Surviving Corporation and the Company have agreed to execute and file this Plan of Merger as provided under the ARS and the TBCA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Surviving Corporation and the Company hereby agree as follows:

1. The Merger. At the Effective Time (as such term is defined below), in accordance with this Plan of Merger, and the ARS and the TBCA, the Company shall be merged (such merger being herein referred to as the "Merger") with and into the Surviving Corporation, the separate existence of the Company shall cease, and the Surviving Corporation shall continue as the surviving corporation. The Company and the Surviving Corporation are referred collectively as the "Constituent Corporations."

2. Effect of the Merger. When the Merger has been effected, the Surviving Corporation shall retain the name "EcoQuest International, Inc."; and the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions and all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. Consummation of the Merger. The parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Secretary of State of Tennessee and Articles of Merger with the Secretary of State of Arizona with this Plan of Merger in such form as required by, and

executed in accordance with, the relevant provisions of the TBCA and the ARS (the time of such filing being the "Effective Time" and the date of such filing being the "Effective Date").

4. Certificate of Incorporation, Bylaws, Directors and Officers. The Charter and Bylaws of the Surviving Corporation shall be identical with the Charter and Bylaws of EcoQuest as in effect immediately prior to the Effective Time until thereafter amended as provided therein and under the TBCA. The members of the Board of Directors and officers of EcoQuest immediately prior to the Effective Time shall be the Board of Directors and officers of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of the Surviving Corporation, or until their respective successors are elected and qualified.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of EcoQuest, the Company or the holder of any of the shares of capital stock of the Constituent Corporations (the "Shares"):

(a) Each Share of each class or series of capital stock of EcoQuest issued and outstanding immediately prior to the Effective Time shall remain unchanged as one outstanding share of such class or series of capital stock of EcoQuest, held by the person who was the holder of such share of capital stock of EcoQuest immediately prior to the Merger.

(b) Each Share of capital stock of the Company issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

(c) Each outstanding or authorized subscription, option, warrant, call, right (including any preemptive right), commitment, or other agreement of any character whatsoever that obligates or may obligate EcoQuest to issue or sell any additional shares of its capital stock or any securities convertible into or evidencing the right to subscribe for any shares of its capital stock or securities convertible into or exchangeable for such shares, if any, shall remain unchanged.

6. Taking of Necessary Action. Each of EcoQuest and the Company shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under the ARS, the TBCA or any other applicable laws. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of either EcoQuest or the Company to take all such lawful and necessary actions.

7. Termination. Notwithstanding any other provision of this Plan of Merger, and notwithstanding the approval of this Plan of Merger by the sole shareholder of the Constituent Corporations, this Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time:

(a) By mutual consent of the respective Boards of Directors, as applicable, of each of the Constituent Corporations; or

(b) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event of a breach by the other Party of any representation or warranty contained in this Plan of Merger which cannot be or has not been cured within 30 days after the giving of written notice to the breaching Party of such breach and which breach would provide the non-breaching party the ability to refuse to consummate the Merger under the standard set forth in this Plan of Merger; or

(c) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event any Regulatory Consent required for consummation of the Merger shall have been denied or conditioned or restricted in a manner that in the reasonable judgment of the Surviving Corporation would so materially adversely impact the economic or business benefits so as to render inadvisable the consummation of the Merger; or

(d) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event that any of the conditions precedent to the obligations of such Party to consummate the Merger cannot be satisfied or fulfilled by the Effective Date specified in this Plan of Merger.

(e) In the event of the termination and abandonment of this Plan of Merger, this Plan of Merger shall become void and have no effect, except that (i) the provisions of this Section 7 of the Plan of Merger shall survive any such termination and abandonment, and (ii) a termination pursuant to Section 7 of this Plan of Merger shall not relieve the breaching Party from Liability for an uncured willful breach of a representation, warranty, covenant or agreement giving rise to such termination.

8. Procedure and Effect of Termination. In the event of termination of this Plan of Merger by either or both of the Constituent Corporations pursuant to the terms of this Plan of Merger, subject to any cure periods contemplated therein, written notice thereof will forthwith be given by the terminating entity to the other Party and this Plan of Merger will terminate and the transactions will be abandoned, without further action by either Constituent Corporation, whereupon the liabilities of the Parties hereunder will terminate, except as provided in the Plan of Merger. If prior to consummation of the Merger, either Constituent Corporation resorts to legal proceedings to enforce this Plan of Merger, the prevailing Party in such proceedings shall be entitled to recover all costs incurred by such entity, including reasonable attorney's fees, in addition to any other relief to which such Constituent Corporation may be entitled; provided, however, and notwithstanding anything to the contrary in this Plan of Merger, in no event shall either Constituent Corporation be entitled to receive any punitive, indirect or consequential damages.

9. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, the EcoQuest and the Company have caused this Plan of Merger to be executed as of the date first above written.

INFINITY 2 HEALTH SCIENCES, INC.

By: Michael J. Jackson
Michael J. Jackson
Chief Executive Officer

ECOQUEST INTERNATIONAL, INC.

By: Michael J. Jackson
Michael J. Jackson
Chief Executive Officer