

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NNC LLC		06/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Waypharm USA, LLC		
Street Address:	437 Myrtle Street		
City:	Laguna Beach		
State/Country:	CALIFORNIA		
Postal Code:	92651		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2427436	KEEP WELL	
CORRESPONDENCE DATA			
Fax Number:	(312)632-1756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-715-5260		
Email:	richard.young@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	c/o Richard W. Young, Esq.		
Address Line 2:	300 North LaSalle Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	138078		
NAME OF SUBMITTER:	Richard W. Young		
Signature:	/Richard W. Young/		

CH \$40.00 2427436

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**TRADEMARK
 REEL: 004224 FRAME: 0379**

Date:

06/14/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made this 8th day of June, 2010, by and between NNC LLC (“Assignor”), a corporation organized under the laws of the State of Delaware, located and doing business at 1 City Blvd West, Suite 1440, Orange, CA 92868, and Waypharm USA, LLC (“Assignee”), a limited liability company organized under the laws of the State of Delaware, located and doing business at 437 Myrtle Street, Laguna Beach, CA 92651;

WHEREAS, Assignor is the owner of the trademark KEEP WELL, including United States Trademark Registration No. 2,427,436 therefor, for herbal dietary supplements (the “Mark”); and

WHEREAS, Assignee wishes to acquire Assignor’s right, title and interest in and to the Mark throughout the world together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Assignor wishes to assign the Mark together with the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, in consideration of the sum of Two Thousand Dollars (\$2,000.00) in United States currency, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been

held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the respective Registrars of Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Mark, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this assignment.

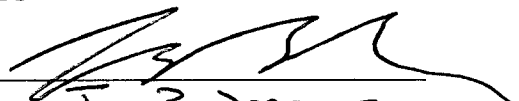
IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

NNC LLC

By:

Name:

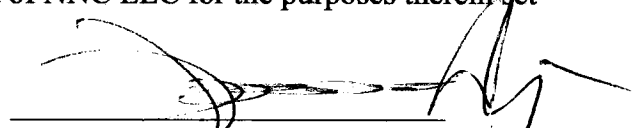
Title:


Jay B Drezner
CFO

STATE OF ^{NEW YORK} [STATE])
COUNTY OF ^{NEW YORK} [COUNTY])

SS:

On this 8th day of June, 2010, personally appeared before me Jay Dragher, who stated that he is CFO of NMC LLC, a corporation organized under the laws of the State of Delaware, and acknowledged that he executed the foregoing instrument as the act and deed of NMC LLC for the purposes therein set forth.



Notary Public

WILSON B. DIEP
Notary Public, State of New York
No. 01D16000207
Qualified in Queens County
Commission Expires Dec. 15, 2013

My Commission Expires:

Dec. 15th, 2013