

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FL Dauern Research, Inc.		10/21/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	FreeLife International Holdings, LLC		
Street Address:	4950 S. 48th Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3695826	REVERSE!	
Registration Number:	3647164	GOLESSTROL	
Registration Number:	3647149	TAISLIM	
CORRESPONDENCE DATA			
Fax Number:	(602)333-4759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6023334820		
Email:	trademarkadmin@freelife.com		
Correspondent Name:	Trademark Administrator		
Address Line 1:	4950 S. 48th Street		
Address Line 4:	Phoenix, ARIZONA 85040		
NAME OF SUBMITTER:	Rhonda Snyder, Sr. Trademark Paralegal		
Signature:	/Rhonda Snyder/		
Date:	10/21/2010		

OP \$90.00 3695826

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 21, 2010, is made by FL Dauern Research, Inc. ("**Assignor**") in favor of FreeLife International Holdings, LLC ("**Assignee**"), the assignee of certain intellectual property assets of Assignor.

Assignor conveys, transfers and assigns to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including registered trademarks at the US Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. **Assignment.** Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**IP Assets**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**"); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

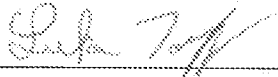
2. **Recordation.** Assignor authorizes the Commissioner for Trademarks and any other national, federal and state government officials to record and register this IP Assignment upon request by Assignee.

3. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Arizona without regard to Arizona's conflict of laws principles. The rights and obligations under this Agreement shall not be governed by the United Nations Convention Contracts or the International Sale of Goods. Any dispute arising from this Agreement shall be adjudicated exclusively in the State and Federal courts sitting in Maricopa County.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

FL DAUERN RESEARCH, LLC

By 


Name: Luke Taffuri

Title: Assistant Secretary

Address for Notices: 4950 S. 48th Street, Phoenix, AZ 85040

AGREED TO AND ACCEPTED:

FREELIFE INTERNATIONAL HOLDINGS, LLC

By 

Name: Christopher A. Reid

Title: General Counsel

Address for Notices: 4950 S. 48th Street, Phoenix, AZ 85040

SCHEDULES

Schedule 1 – Trademarks

SCHEDULE 1
Trademarks

COUNTRY	TRADMARK	REGISTRATION NO.	STATUS
United States	REVERSE!	3695826	Registered
United States	GOLESSTROL	3647164	Registered
United States	TAISLIM	3647149	Registered