

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
Nuvia Essentials, LLC		09/02/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Matthew Austin Walk		
Street Address:	5042 Wilshire Blvd #18046		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85399178	PRORESTENOL	
Serial Number:	85399156	ALL NATURAL SLEEP FOR WOMEN	
Serial Number:	85399241	NEUROLAXIN	
Serial Number:	85398265	ALL NATURAL SLEEP FOR MEN	
Serial Number:	85398203	SHUT EYEZ	
CORRESPONDENCE DATA			
Fax Number:	(818)855-2627		
Phone:	3102517734		
Email:	mattaustrinwalk@gmail.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Matthew Walk		
Address Line 1:	2718 Armacost Ave		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Matthew Walk		

OP \$140.00 85399178

900205530

TRADEMARK
REEL: 004648 FRAME: 0333

Signature:	/Matthew Walk/
Date:	10/25/2011
Total Attachments: 4 source=shuteyez trademark assignments 090211#page1.tif source=shuteyez trademark assignments 090211#page2.tif source=shuteyez trademark assignments 090211#page3.tif source=shuteyez trademark assignments 090211#page4.tif	

September 1, 2011

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Nuvia Essentials, LLC ("Assignor") and Matthew Walk ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "ShutEyeZ" "All Natural Sleep for men" "All Natural Sleep for Women" "Prorestenol" and "Neurolaxin" (the "Trademarks"); including all images, artwork, logos, or other uses not declared in this assignment.

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1, payable on September 1, 2011.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses[, except as explicitly mentioned in Exhibit 1];
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: ["None", OR LIST EXHIBITS].

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Los Angeles County and the State of California.

Date: September 1, 2011

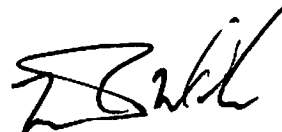
ASSIGNEE Matthew Walk

ASSIGNOR Nuvia Essentials, LLC
its Managing Member

Signature



Signature



Printed Name

Matthew Walk

Printed Name

Matthew Walk

EXHIBIT A: Marks and USPTO Registration Numbers

	Reg. Number	Word Mark	Live/Dead
1	<u>85399178</u>	<u>PRORESTENOL</u>	<u>LIVE</u>
2	<u>85399156</u>	<u>ALL NATURAL SLEEP FOR WOMEN</u>	<u>LIVE</u>
3	<u>85399241</u>	<u>NEUROLAXIN</u>	<u>LIVE</u>
4	<u>85398265</u>	<u>ALL NATURAL SLEEP FOR MEN</u>	<u>LIVE</u>
5	<u>85398203</u>	<u>SHUT EYEZ</u>	<u>LIVE</u>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

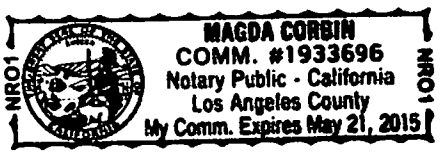
State of California

County of LOS ANGELES }

On 9-2-11 before me, MAGDA CORBIN, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MATTHEW WALK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Magda Corbin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

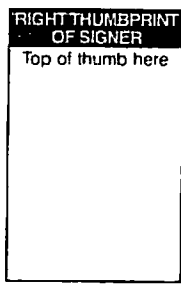
Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: 9-1-11 Number of Pages: 3

Signer(s) Other Than Named Above: _____

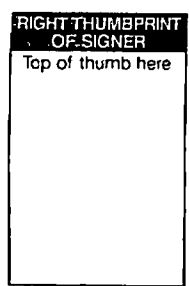
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____