

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Genesis Nutraceuticals, Inc.		04/17/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	NutraMarks, Inc.		
Street Address:	1500 Kearns Boulevard, Suite B200		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86198300	BIOG WELLNESS SOLUTIONS	
Serial Number:	86198281	BIOG HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	legal@nutracorp.com		
Correspondent Name:	Alison Pitt		
Address Line 1:	1500 Kearns Boulevard, B200		
Address Line 4:	Park City, UTAH 84060		
ATTORNEY DOCKET NUMBER:	BIOGENESIS		
NAME OF SUBMITTER:	Christopher B. Neuberger		
SIGNATURE:	/Christopher B. Neuberger/		
DATE SIGNED:	04/29/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of April 17th, 2014 (the "Effective Date") by and among Bio-Genesis Nutraceuticals, Inc., a Washington corporation ("Company") and its sole shareholders, Dr. David B. Wood and the Estate of Riley A. Livingston, represented by M. Shane Livingston, its Personal Representative (the "Shareholders") (collectively, Company and Shareholders are "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owners of the entire right, title and interest in and to the trademarks and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, its right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor will be transferring other assets to Assignee or its affiliates pursuant to a Bill of Sale and Assignment dated as of the date hereof; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

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

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to,



testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Assignment.

3. Consummation of Purchase Agreement. This Assignment is intended to evidence the consummation of the assignment by Assignor of the Marks contemplated by the Purchase Agreement. Assignor and Assignee by their execution of this Assignment each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. Any inconsistencies or ambiguities between this Assignment and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

4. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

ASSIGNOR:

COMPANY:

**BIO-GENESIS NUTRACEUTICALS, INC.
A WASHINGTON CORPORATION**

By: David B. Wood
David B. Wood, President and Shareholder

Estate of Riley A. Livingston, Shareholder

By: M. Shane Livingston p.r.
M. Shane Livingston
Its: Personal Representative

Schedule A

Trademark	Serial No./	Regs. No.	Issuance Date	Int'l Class
BIOG WELLNESS SOLUTIONS	86,198,300			3, 5, 29
BIOG HEALTH	86,198,281			3, 5, 29

Together with any existing or expired applications of any kind and the rights to continue to revive and/or prosecute the same.

DAW