

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitalus International, Inc.		03/21/2007	Corporation: BARBADOS
RECEIVING PARTY DATA			
Name:	Vitalus Nutrition Inc.		
Street Address:	3911 Mt. Lehman Road		
City:	Abbotsford		
State/Country:	CANADA		
Postal Code:	V4X2N1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3683201	VITALUS	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana		
Address Line 1:	1201 THIRD AVENUE SUITE 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	032545-0017.0000.US001		
NAME OF SUBMITTER:	Seth Reagan, Perkins Coie LLP		
SIGNATURE:	/Seth H. Reagan/		
DATE SIGNED:	03/15/2016		
Total Attachments: 4			
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OP \$40.00 3683201

TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made as of March 21, 2006.

BETWEEN:

Vitalus International Inc.
The Grove
21 Pine Road Belleville
St. Michael BB11113 Barbados

(hereinafter the "Assignor");

AND:

Vitalus Nutrition Inc.
3911 Mt. Lehman Road
Abbotsford, British Columbia
V4X 2N1

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the trade-marks bearing the application and registration numbers set out in Schedule "A" (the "Trade-Marks").

WHEREAS the Assignor has assigned, sold and transferred unto the Assignee all of the Assignor's rights, title and interest in and to the Trade-Marks.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-Marks, including, without limitation, all common law rights and the goodwill associated with the Trade-Marks in Canada, the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-Marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-Marks in any country.

2. **COMMITMENTS**

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-Marks and any applications or registrations in respect thereof.

3. **GENERAL PROVISIONS**

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

Vitalus International Inc.

By: 

Name: J. Hugh Weebe

Title: President

Vitalus Nutrition Inc.

By: 

Name: Philip Vanderpol

Title: President

SCHEDULE "A"

See attached PDF file.

Vitalus International Inc.

Trademark Report by Mark

Printed: 2/20/2007

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DULCHELA							
ARGENTINA	262934.00028	7/11/2005	2,603,480			PENDING	
CANADA	262934.00019	5/6/2005	1,259,872			ALLOWED	
MEXICO	262934.00029	8/25/2005	738450	11/21/2005	908374	REGISTERE	
UNITED STATES	262934.00020	5/26/2005	78/638,646			PENDING	
INPRO							
CANADA	262934.00037	9/22/1999	1,029,787	4/5/2001	TMA543,462	REGISTERE	N/A
* UNITED STATES	259196.00031	3/20/2000	79/034,403	10/8/2002	2,329,877	REGISTERE	29
INPROBIOTIC							
ARGENTINA	282934.00026	7/11/2005	2,603,476			PENDING	05,28,30
CANADA	262934.00017	5/6/2005	1,256,873			ALLOWED	
MEXICO	262934.00027	8/29/2005	736439	11/24/2005	909679	REGISTERE	29
* UNITED STATES	262934.00018	5/26/2005	78/638,547			ALLOWED	
PROPLUS							
CANADA	262934.00040	12/3/2002	1,161,209	11/5/2003	TMA594,005	REGISTERE	N/A
PROPLUS & DESIGN							
CANADA	262934.00041	9/1/2002	1,148,673	2/17/2004	TMA602,386	REGISTERE	N/A
UNITED STATES	262934.00002	11/22/2002	78/186,147			ABANDONED	5
VITALITY THROUGH NUTRITION							
ARGENTINA	262934.00013	9/24/2004	2,544,367			PENDING	29
CANADA	262934.00009	4/28/2004	1,215,028	6/20/2005	TMA642,555	REGISTERE	N/A
* UNITED STATES	262934.00010	6/10/2004	78/433,496			ALLOWED	
VITALUS							
ARGENTINA	262934.00012	9/29/2004	2,544,365			PENDING	29
CANADA	262934.00022	1/13/2003	1,164,760	11/17/2006	TMA877,301	REGISTERE	N/A
EUROPEAN UNION	262934.00008	7/14/2003	003297249	10/16/2006	003297249	REGISTERE	N/A
* UNITED STATES	262934.00007	6/5/2003	78/259,060			PENDING	N/A
VITALUS & DESIGN							
CANADA	262934.00023					PROPOSED	
EUROPEAN UNION	262934.00025					PROPOSED	
UNITED STATES	262934.00024					PROPOSED	

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