

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VITAQUEST INTERNATIONAL LLC.		06/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINDMILL HEALTH PRODUCTS, LLC.		
<b>Street Address:</b>	6 HENDERSON DR		
<b>City:</b>	WEST CALDWELL		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07006		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77714218	SUPERSTAR WHITE	
<b>Registration Number:</b>	3653015	OPTILIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)812-0265		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9738120123		
<b>Email:</b>	YAGODALAW@AOL.COM		
<b>Correspondent Name:</b>	SCOTT YAGODA, ESQ.		
<b>Address Line 1:</b>	65 WILLOWBROOK PLAZA 6TH FLR		
<b>Address Line 4:</b>	WAYNE, NEW JERSEY 07470		
<b>NAME OF SUBMITTER:</b>	SCOTT YAGODA		
<b>Signature:</b>	/SCOTT YAGODA/		
<b>Date:</b>	07/24/2009		

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Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment") is made as of the 21<sup>st</sup> day of July, 2009 from VITAQUEST INTERNATIONAL, LLC, a Delaware limited liability company ("ASSIGNOR"), to Windmill Health Products, LLC, a New Jersey limited liability company ("ASSIGNEE"):

**WHEREAS**, ASSIGNOR is the owner of the trademarks described on Exhibit A attached hereto and incorporated by reference herein (collectively the "Marks"), together with the goodwill associated therewith; and

**WHEREAS**, ASSIGNOR desires to convey, transfer, assign and deliver to ASSIGNEE all of its right, title and interest in and to the Marks, together with the goodwill associated therewith.


**NOW, THEREFORE**, in consideration of the payment of legally sufficient, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns and delivers to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Marks, together with the goodwill associated with the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title and interest in and to the Marks.

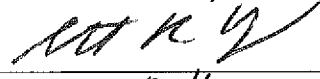
**IN WITNESS WHEREOF**, ASSIGNOR has duly executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

Witness:

  
Name: Carol Kraut

Vitaquest International, LLC

By:   
Name: Scott R Pagora  
Title: CEO

[Notarization follows on next page]

STATE OF NJ )  
COUNTY OF Essex ) SS.:

I CERTIFY that on July 21, 2009, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

- (a) made the attached instrument; and
- (b) was authorized to and did execute this instrument on behalf of and as \_\_\_\_\_ of Vitaquest International, LLC, a Delaware limited liability company (the "Company"), the entity named in this instrument, as the free act and deed of the Company, by virtue of the authority granted by its members and/or managers.

Carol Kraut  
Notary Public  
Carol Kraut

**CAROL KRAUT**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES 8/7/2012**

EXHIBIT A

TRADEMARK

REGISTRATION/SERIAL NUMBER

OPTILIFE  
SUPERSTAR WHITE

3653015  
77714218