

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
South Beach Vitality Institute, L.L.C.		06/14/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Vitality Institute Medical Products, Inc.
Street Address:	11242 Playa Court
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3656303	VI
Registration Number:	3633576	VI
Registration Number:	3470148	VITALITY INSTITUTE
Registration Number:	3470147	VITALITY INSTITUTE
Registration Number:	3465082	VITALITY INSTITUTE

CORRESPONDENCE DATA

Fax Number: 8187632308
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 8187635292
 Email: DLEvans@hamricklaw.com
 Correspondent Name: David L. Evans, Esq.
 Address Line 1: 111 Universal Hollywood Drive
 Address Line 2: Suite 2200
 Address Line 4: Universal City, CALIFORNIA 91608

OP \$140.00 3656303

ATTORNEY DOCKET NUMBER:	8018.01
NAME OF SUBMITTER:	David L. Evans
Signature:	/David L. Evans/
Date:	06/20/2013
Total Attachments: 3 source=00232958#page1.tif source=00232958#page2.tif source=00232958#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of the date of final signature hereon by and between South Beach Vitality Institute, LLC, a Florida Limited Liability Company located at 844 Alton Road, 2nd Floor, Miami Beach, FL 33139 (hereinafter "Assignor"), and Vitality Institute Medical Products, Inc., a Florida Corporation located at 11242 Playa Court, Culver City, CA 90230 (hereinafter "Assignee"). Assignor and Assignee shall also be referred to herein as a "Party" and collectively as "Parties."

WHEREAS Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations set forth in Exhibit 1 hereto (collectively the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.


Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart

may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IT IS SO AGREED

ASSIGNOR - SOUTH BEACH VITALITY INSTITUTE, LLC

Dated: 6/14/13 By: 
Margene Munoz
Authorized Representative
South Beach Vitality Institute, LLC

ASSIGNEE - VITALITY INSTITUTE MEDICAL PRODUCTS, INC.

Dated: 6/14/13 By: Marya Khalil
Marya Khalil
Vice President
Vitality Institute Medical Products, Inc.

Exhibit 1
Trademarks

<u>USPTO Serial Number</u>	<u>USPTO Registration Number</u>	<u>Word Mark</u>
1. 77007654	3656303	VI
2. 77003528	3633576	VI
3. 77003346	3470148	VITALITY INSTITUTE
4. 77003302	3470147	VITALITY INSTITUTE
5. 77002547	3465082	VITALITY INSTITUTE