

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NPI, LLC		05/08/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	InterHealth Nutraceuticals		
Street Address:	5451 Industrial Way		
City:	Benicia		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3077710	CITRI-Z	
Registration Number:	3382451	CITROFEN	
Registration Number:	3382452	FLAVOXINE	
Registration Number:	2589461	NEXRUTINE	
Registration Number:	3190046	NPI SCIENCE	
Registration Number:	2589375	RELORA	
Registration Number:	2961524	SEDITOL	
Registration Number:	4453134	NEXT PHARMACEUTICALS	
Registration Number:	3078476	SYTRINOL	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	623220		

CH \$240.00 3077710

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/08/2015
Total Attachments: 7 source=5-8-15 NPI LLC-TM#page1.tif source=5-8-15 NPI LLC-TM#page2.tif source=5-8-15 NPI LLC-TM#page3.tif source=5-8-15 NPI LLC-TM#page4.tif source=5-8-15 NPI LLC-TM#page5.tif source=5-8-15 NPI LLC-TM#page6.tif source=5-8-15 NPI LLC-TM#page7.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into as of May 8, 2015, by and between NPI, LLC, a California limited liability company ("Assignor"), with offices at 360 Espinosa Road, Salinas, California 93907 and InterHealth Nutraceuticals Incorporated, a California corporation ("Assignee"), with offices at 5451 Industrial Way, Benicia, California 92612. Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of each of the trademark and service mark registrations, and trademark and service mark applications (including any and all trademark rights embodied by and emanating from such registrations and applications and goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title and interest in, to and under the Purchased Assets, including all right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's worldwide right, title and interest in, to and under the Trademarks and the goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks, including all rights therein provided by statute, common law, contracts, international conventions and treaties, all rights of priority and renewals, all income, royalties and payments now or hereafter due or payable with respect to the Trademarks and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith, all of the foregoing to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Further Assurances. (a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all of Assignor's

rights, title, and interest in and to the Trademarks and the goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) Assignor shall take all actions reasonably requested by Assignee and shall execute any documents as may be reasonably requested by Assignee, from time to time, to fully vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks and the goodwill of the business in connection with which said Trademarks are used and which are symbolized by said Trademarks with the same legal force and effect as if executed by Assignor.

3. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

4. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

6. Notices. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

7. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than Assignee and Assignor and their respective successors and permitted assigns.

8. Successors. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. Governing Law. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon or arising out of, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and

performance, shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

10. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Entire Agreement. This Assignment, the Transaction Documents and the Purchase Agreement (including the schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof and thereof.

12. Amendment. This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Assignor and Assignee or (b) by a waiver in accordance with Section 13.

13. Waiver. Any waiver of any term or condition of this Assignment shall be valid only if set forth in an instrument in writing signed by Assignor and Assignee. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment. The failure of a party or parties hereto to assert any of their rights hereunder shall not constitute a waiver of any of such rights.

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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**INTERHEALTH NUTRACEUTICALS
INCORPORATED**

By: *Mary H. Lucero*
Name: Mary Helen Lucero
Title: Chief Financial Officer and
Secretary

NPI, LLC

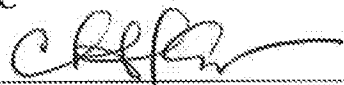
By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

**INTERHEALTH NUTRACEUTICALS
INCORPORATED**

By: _____
Name: Mary Helen Lucero
Title: Chief Financial Officer and
Secretary

NPI, LLC

By:  _____
Name: CHARLES F. KOSMONT
Title: CHIEF EXECUTIVE OFFICER

SCHEDULE A
TRADEMARKS

Trademark Name	Application Number	Reg. Number	Country	Current Status	Next Deadlines/Notes	Record Owner
CITRI-Z	78/462539	3077710	US	Registered	Undergoing Renewal Now	NPI, LLC
CITROFEN	77/009955	3382451	US	Registered	Renewal Due 2/12/2018	NPI, LLC
FLAVOXINE	77/009970	3382452	US	Registered	Renewal Due 2/12/2024; window opens 2/12/2023	NPI, LLC
FLAVOXINE	2450862	2450862	Great Britain	Registered	Renewal Due 3/27/2017	NPI, LLC
FLAVOXINE	1340958	778939	Canada	Registered	Renewal due 10/04/2025	NPI, LLC
FLAVOXINE	1168218	1168218	Australia	Registered	Renewal Due 3/27/2017	NPI, LLC
NEXRUTINE	76/048316	2589461	US	Registered	Renewed; Next renewal due 7/2022	NPI, LLC
NEXRUTINE	2334209	2334209	Europe	Registered	Renewal Due 8/9/2021	NPI, LLC
NPI SCIENCE	78/592465	3190046	US	Registered	Renewal Due 12/26/2016; window opens 12/26/2015	NPI, LLC
RELORA	76/005583	2589375	US	Registered	Renewed; Next renewal due 7/2022	NPI, LLC

Schedule A to Assignment of Trademarks

TRADEMARK
REEL: 005512 FRAME: 0934

RELORA	2411015	2411015	Europe	Registered	Renewal due 10/12/2021	NPI, LLC (NEXT PHARMACEUTICALS, INC.)
RELORA	1450366	774212	Canada	Registered	Registered August 2010; renewal due 08/11/2025	NPI, LLC
SEDITOL	78/353816	2961524	US	Registered	Renewal Due 2025	NPI, LLC
SEDITOL	2377796	2377796	Great Britain	Registered	Renewed	NPI, LLC
SEDITOL	1235606	TMA667489	Canada	Registered	Renewal Due 7/12/2021	NPI, LLC
SEDITOL	1371632	1371632	Australia	Registered	Renewal Due 7/12/2020	NPI, LLC
NEXT PHARMACEUTICALS (Logo)	85498097	4453134	US	Registered	Renewal due December 24, 2018	NPI, LLC
SYTRINOL	78319637	3078476	US	Registered	First renewal due in 2016; will contact NPI about renewal in 2015	NPI, LLC
SYTRINOL	7281711	7281711	EPO	Registered	First renewal due in 2018; will contact NPI about renewal in 2017.	NPI, LLC
SYTRINOL	1176180	TMA641536	Canada	Registered	Assignment filed; renewal due in June 2020	NPI, LLC

Schedule A to Assignment of Trademarks