

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Noel G. GAYLE	04/28/2010
James M DeVos	04/28/2010
RECEIVING PARTY DATA	
Name:	eLiving, LLC
Street Address:	2400 Yorkmont Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12782440
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Safet Metjahic
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Address Line 2:	Suite 1800
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	4409277-5002
NAME OF SUBMITTER:	Safet Metjahic
<p>Total Attachments: 3</p> <p>source=12782441#page1.tif</p> <p>source=12782441#page2.tif</p>	

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PATENT
REEL: 024404 FRAME: 0693

ASSIGNMENT

WHEREAS, we,

Noel G. GAYLE, a citizen and resident of United States, whose address is 829 Pathview Court, Dacula, Georgia 30019, and

James M. DeVos, a citizen and resident of United States, whose office address is 205 Castlewood Road, Tyrone, Georgia 30290,

have made new and useful processes, machines, articles of manufacture, compositions of matter, ornamental design, and/or improvements in METHOD AND SYSTEM FOR PROVIDING NUTRITIONAL PRODUCTS, for which we are filing an application for Letters Patent of the United States.

WHEREAS, eLiving, LLC, having a place of business at 2400 Yorkmont Road, Charlotte, NC 28217, and who, together with its successors and assigns ("Assignee") is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, other litigation, or proceeding related thereto.

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignor : Noel G. Gayle

Signature : *Noel G. Gayle*

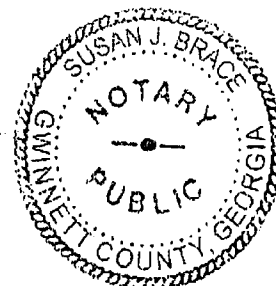
Print Name : NOEL G. GAYLE

Date : 4/28/2010

Witness Signature: *Susan J. Brace*

Witness Print Name: SUSAN J BRACE

Date : 4/28/2010



EXPIRES 1/24/2011

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignor : James M. DeVos

Signature : *James M. DeVos*

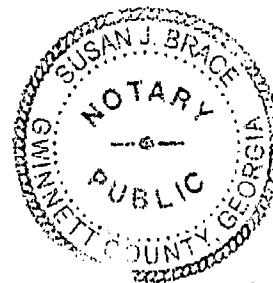
Print Name : JAMES DEVOS

Date :

Witness Signature: *Susan J. Brace*

Witness Print Name: SUSAN J BRACE

Date : 4/28/2010



EXPIRES 1/24/2011

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