

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Nu Skin International</td> <td>01/03/2012</td> </tr> </tbody> </table>		Name	Execution Date	Nu Skin International	01/03/2012								
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Nu Skin International	01/03/2012												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>NSE Products, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>75 West Center Street</td> </tr> <tr> <td>City:</td> <td>Provo</td> </tr> <tr> <td>State/Country:</td> <td>UTAH</td> </tr> <tr> <td>Postal Code:</td> <td>84601</td> </tr> </table>		Name:	NSE Products, Inc.	Street Address:	75 West Center Street	City:	Provo	State/Country:	UTAH	Postal Code:	84601		
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PROPERTY NUMBERS Total: 5													
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CORRESPONDENCE DATA													
Fax Number:	(612)340-8856												
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	DORSEY & WHITNEY LLP												
Address Line 1:	Intellectual Property Department												
Address Line 2:	Suite 1500, 50 South Sixth Street												
Address Line 4:	Minneapolis, MINNESOTA 55402												
ATTORNEY DOCKET NUMBER:	P186578.US.02												

CH \$200.00 60448996

NAME OF SUBMITTER:

Jacquelyn K. Torborg

Total Attachments: 5

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ASSIGNMENT OF PATENTS

WHEREAS, **Nu Skin International**, a Delaware corporation having its principal place of business at 75 West Center Street, Provo, Utah 84601 (the "Assignor") is a joint owner of the patents and/or patent applications listed in the attached Schedule I ("the Properties"); and

WHEREAS, **NSE Products, Inc.**, a Delaware corporation having its principal place of business at 75 West Center Street, Provo, Utah 84601 (the "Assignee"), is desirous of obtaining Assignor's entire right, title and interest for all countries throughout the world, in and to the inventions described in the Properties and the Properties themselves;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor sells, assigns, transfers, conveys and sets over unto said Assignee, its assigns and successors in interest, its entire right, title and interest, for all countries throughout the world, in and to the Properties, together with the inventions and improvements described in said Properties, together with the rights for all divisional, substitution and continuing applications, all patents which may be granted based on the preceding applications and all reissues, reexamination certificates, and extensions granted based on such patents, and together with the right of priority of any earlier corresponding or provisional patent application filed by the Assignor in the United States or elsewhere, for the sole use of the Assignee, its assigns and successors in interest, to the full end of the term for which such patents are granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. Assignor authorizes and requests that any and all patents on the aforesaid inventions be issued to Assignee.

1. The rights assigned include any and all causes of action and rights of recovery for past or future infringements of said Properties, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership.

2. Said Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any foreign patents or patent applications and/or the rights to file the same, based on or corresponding to the any patent applications herein assigned.

NSE PRODUCTS, INC. (Assignee)

By: [Signature]
Name: Tyler Whitehead
Title: Secretary
Date: JANUARY 3rd, 2012

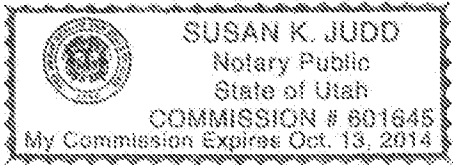
STATE OF Utah

COUNTY OF Utah) ss.

On this 3rd day of January, 2012, before me personally appeared Tyler Whitehead known to me to be the Secretary of the Assignee described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of corporation therein named, and acknowledged to me that such corporation executed the same.

SEAL

[Signature]
Notary Public



3. Said Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed.

4. Said Assignor hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties that would conflict with the rights herein granted.

5. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

No Skin International, Inc. (Assignor)

By: Matthew Dorny
Name: Matthew Dorny
Title: Vice President & Secretary
Date: 1/3/2012

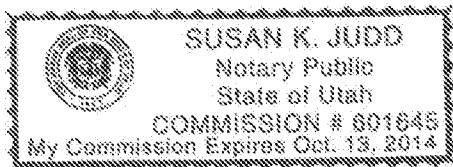
STATE OF Utah

) ss.
COUNTY OF Utah

On this 3rd day of January 2012, before me personally appeared Matthew Dorny, known to me to be the Vice Pres. of the Assignor described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of corporation therein named, and acknowledged to me that such corporation executed the same.

SEAL

Susan K. Judd
Notary Public



SCHEDULE 1

Title	Serial No. Filing Date	Patent No. Issue Date	Inventor(s)	Country Code
Bio-Photonic Feedback Control Software	2004201242 Mar 26, 2004	2004201242 Feb 10, 2011	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Distel, Marvin Newman, Ryan Erickson, Joel	AU
Seamless Global Compensation System	60/448,996 Feb 20, 2003	N/A	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Distel, Marvin Newman, Ryan Erickson, Joel	US
Bio-Photonic Feedback Control Software and Database	10/782,733 Feb 19, 2004 (claims the benefit of USSN 60/448,996)	N/A	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Distel, Marvin Newman, Ryan Erickson, Joel	US
Bio-Photonic Feedback Control Software and Database	12/958,506 Dec 2, 2010 (claims the benefit of USSN 10/782,733)		Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Distel, Marvin Newman, Ryan Erickson, Joel	US
Bio-Photonic Feedback Control Method and Apparatus	200410086012.7 Oct 22, 2004	200410086012.7 Sep 1, 2010	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin Ferguson, Scott Stevenson, Douglas	CN
Bio-Photonic Feedback Control Method and Apparatus	06106573.6 Oct 22, 2004	1086466 Feb 2, 2011	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin Ferguson, Scott Stevenson, Douglas	HK

Title	Serial No. Filing Date	Patent No. Issue Date	Inventor(s)	Country Code
Bio-Photonic Feedback Control Apparatus and Method	2004-315830 Oct 29, 2004	4568578 Aug 13, 2010	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin Ferguson, Scott Stevenson, Douglas	JP
Bio-Photonic Feedback Controlling Device and Method	10-2004-0087363 Oct 29, 2004	10-0686659 Feb 16, 2007	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin Ferguson, Scott Stevenson, Douglas	KR
Bio-Photonic Feedback Control Software and Database	0401003486 Sep 9, 2004		Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin	TH
Bio-Photonic Feedback Control Software and Database	93133123 Oct 29, 2004	I297467 Jun 1, 2008	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin Ferguson, Scott Stevenson, Douglas	TW
Bio-Photonic Feedback Control Software and Database	10/865,740 Jun 10, 2004	N/A	Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin	US
Bio-Photonic Feedback Control Software and Database	12/958,528 Dec 2, 2010 (claims the benefit of 10/865,740)		Fralick, John F. Breiter, David L. Peterson, Jack Gilbert, Mindy Newman, Ryan Erickson, Joel Distel, Marvin	US

PATENT

RECORDED: 01/10/2012

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