

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
California Natural Vitamin Labs, Inc. (aka CNVL)		10/13/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Threshold Enterprises Ltd.		
Street Address:	23 Janis Way		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3073471	WELLNESS SHOTS	
CORRESPONDENCE DATA			
Fax Number:	(415)356-3099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.356.3068		
Email:	rachel.chanin@aporter.com		
Correspondent Name:	Rachel L. Chanin, Esq.		
Address Line 1:	275 Battery Street		
Address Line 2:	Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	22445.002		
NAME OF SUBMITTER:	Rachel L. Chanin		
Signature:	/Rachel L. Chanin/		

CH \$40.00 3073471

Date:

11/19/2008

Total Attachments: 2

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Trademark Assignment

WHEREAS, California Natural Vitamin Labs, Inc. (aka CNVL), a California corporation, with a principal address at 121636 Marilla Street, Chatsworth, California 91311 ("Assignor"), has adopted, owns, and is using the following trademark ("Mark") for which Assignor owns the following identified federal registration on the Principal Register of the United States Patent and Trademark Office for the goods identified therein:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WELLNESS SHOTS	3073471	March 28, 2006

and;

WHEREAS, Threshold Enterprises Ltd., a Delaware corporation, with a principal place of business at 23 Janis Way, Scotts Valley, California 95066 ("Assignee"), desires to acquire the Mark and the above-referenced registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and effective as of the date hereof, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Mark, together with (i) the registration for the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

Assignor acknowledges that it remains responsible for any and all liabilities, known or unknown, arising out of or related to its use, ownership, or administration of the Mark ("Preexisting Liabilities") and no Preexisting Liabilities are transferred to or assumed by Assignee. Assignor will indemnify and hold Assignee harmless from and against all claims, judgments, damages, losses, and expenses, including without limitation reasonable expenses and fees of attorneys and other professionals, relating to any Preexisting Liabilities or to any breach or alleged breach by Assignor or failure of any of the warranties, agreements, representations, or obligations of Assignor under this agreement.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of this 13 day of October, 2008.

CALIFORNIA NATURAL VITAMIN LABS, INC.,
Assignor

By: 

Name: Gene Arnold

Title: Owner: California Natural Vitamin Labs

The foregoing assignment of the Mark and the registration thereof by the Assignor to the Assignee is hereby accepted as of this _____ day of _____, 2008.

THRESHOLD ENTERPRISES LTD,
Assignee

By: 

Name: Ira L. Goldberg

Title: President