

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSIGHT PHARMACEUTICALS LLC		12/28/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NUTRITION & FITNESS, INC.		
Doing Business As:	NFI Consumer Products		
Street Address:	501 FIFTH STREET		
City:	BRISTOL		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4697048	E.P.T	
Registration Number:	1078692	E.P.T.	
Registration Number:	4415825	SO ACCURATE WE CALL IT THE ERROR PROOF T	
Registration Number:	2043571		
CORRESPONDENCE DATA			
Fax Number:	9199814300		
<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>			
Email:	rmatthews@williamsmullen.com		
Correspondent Name:	RICHARD T. MATTHEWS		
Address Line 1:	301 FAYETTEVILLE STREET		
Address Line 2:	SUITE 1700		
Address Line 4:	RALEIGH, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	074156.0003		
NAME OF SUBMITTER:	RICHARD T. MATTHEWS		
SIGNATURE:	/Richard T. Matthews/		
DATE SIGNED:	01/04/2017		

OP \$115.00 4697048

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of December 28, 2016, by and between Nutrition & Fitness, Inc. d/b/a NFI Consumer Products, a North Carolina corporation ("Assignee"), and Insight Pharmaceuticals LLC, a Delaware limited liability company ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of December 23, 2016 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

I. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name (collectively, the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

INSIGHT PHARMACEUTICALS LLC

By: Ronald Lombardi
Name: Ronald M. Lombardi
Title: President

ASSIGNEE:

NUTRITION & FITNESS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

The Parties are signing this Assignment as of the date first set forth above.


ASSIGNOR:

INSIGHT PHARMACEUTICALS LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

NUTRITION & FITNESS, INC.

By: 
Name: SUSAN GREEN
Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

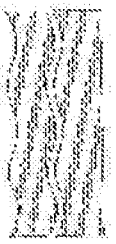
SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Date</u>
United States of America	Pregnancy Tester	US D554,765 S	Nov. 6, 2007
United States of America	Pregnancy Tester	US D548,854 S	Aug. 14, 2007
United States of America	Pregnancy Tester	US D537,531 S	Feb. 27, 2007
United States of America	Pregnancy Tester	US D537,169 S	Feb. 20, 2007
United States of America	Pregnancy Tester	US D537,168 S	Feb. 20, 2007
United States of America	Pregnancy Tester	US D537,167 S	Feb. 20, 2007
United States of America	Pregnancy Tester	US D511,574 S	Nov. 15, 2005
United States of America	Pregnancy Tester	US D512,156 S	Nov. 29, 2005

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
e.p.t.	United States of America	Registered	86/146,128	17-Dec-2013	4,697,048	03-Mar-2015
E.P.T.	Canada	Registered	533511	17-Dec-1984	TMA345,684	30-Sep-1988
E.P.T.	United States of America	Registered	73/113,004	27-Jan-1977	1,078,692	06-Dec-1977
SO ACCURATE WE CALL IT THE ERROR PROOF TEST	United States of America	Registered	85/685061	24-Jul-2012	4,415,825	08-Oct-2013
	United States of America	Registered	75/089,218	16-Apr-1996	2,043,571	11-Mar-1997