

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is entered into as of January 9, 2015 (the "Effective Date"), by and between **VISALUS, INC.**, a Minnesota corporation ("Buyer") and its successors or assigns, and **ALTAIRIA CORPORATION D/B/A ALTAIRIA INTERNATIONAL**, an Oregon corporation ("Seller"), and **DAKOTA REA**, an individual ("Dakota"). Buyer, Seller and Dakota are referred to collectively herein as the "Parties." Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Exhibit C of this Agreement.

RECITALS

A. Seller is engaged on a limited basis in the marketing, distribution and sale of energy drinks in the U.S. under the "NEON Energy Drink" and in the E.U. under the "NEON" trademarks, tradenames and trade dress (the "Business").

B. Seller desires to sell to Buyer substantially all of the assets of the Business and Buyer desires to purchase those assets and assume certain specified liabilities on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1 **Purchase and Sale of Assets.** Subject to the terms and conditions herein, at the Closing (as defined in Section 1.4 below), Seller agrees to sell, transfer, convey, and deliver to Buyer and Buyer agrees to purchase, for the consideration specified below, all of Seller's right, title and interest in and to the assets set forth on Schedule 1.1 and Schedules 1.1(a)-(d) hereto (collectively, the "Acquired Assets") but excluding those assets specifically set forth on Schedule 1.1(e) hereto (the "Excluded Assets") which shall be retained by Seller. After giving effect to the transaction contemplated by this Agreement, the Acquired Assets constitute all of the assets, tangible and intangible of the Business as currently existing as of the date of this Agreement. Seller shall retain a right of first refusal to reacquire some of the Acquired Assets as described in Section 1.2 below.

1.2 **Seller's Right to Repurchase Acquired Assets.** In the event that Buyer or its permitted successors and assigns discontinues the sale of the *Neon Energy Drink*® product (the "Product") and Seller no longer has the opportunity to receive payments pursuant to Section 1.3(c) as a result of the discontinuance of the sale of the Product, then Seller shall have the right to purchase from Buyer or its permitted successors and assigns the NEON Energy Drink or NEON trademarks and the formula for the Product to the extent such assets are transferred to Buyer pursuant to the terms of this Agreement, at a fair market value purchase price, upon terms reasonably agreed upon by the Parties.