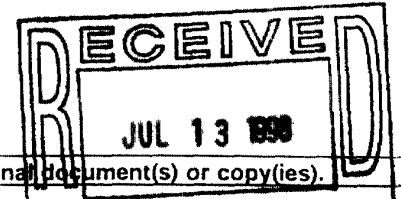


07-15-1998



100764558

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MPO 7-13-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name PURE-GAR, L.P.

Execution Date
Month Day Year
02271998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name NATROL, INC.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 21411 PRAIRIE STREET

Address (line 2) _____

Address (line 3) CHATSWORTH

CALIFORNIA

91311

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization DELAWARE

07/14/1998 11001 000022 133573

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK, Washington, D.C. 20231

REEL: 1754 FRAME: 0231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75255902"/>	<input type="text" value="75255903"/>	<input type="text" value="75255904"/>
<input type="text" value="75260835"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1335759"/>	<input type="text" value="1379401"/>	<input type="text" value="1906271"/>
<input type="text" value="1955220"/>	<input type="text" value="2004698"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ELLIOTT BALBERT

Name of Person Signing

Signature

June 20 1998

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of February 27, 1998, the effective date of this Assignment ("Effective Date"), by and between Pure-Gar, L.P, a Delaware limited partnership ("Assignor"), and Natrol, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted, has used and is using the service marks (the "Marks") identified in Schedule 1 hereto and Assignor is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office, identified in Schedule 1;

WHEREAS, Assignor is contemporaneously herewith assigning to Assignee, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, BVP, Inc. and Basic Vegetable Products, L.P. ("Purchase Agreement") all of the Subject Assets, excluding the Excluded Assets (as such terms are defined in the Purchase Agreement) and Assignee is thereby acquiring all of the right, title and interest in the Marks and the registrations thereof; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks and the registrations thereof and all goodwill pertaining thereto obtaining an assignment thereof in a form suitable for filing in the United States Patent and Trademark Office; and

NOW, THEREFORE, for a portion of the Purchase Price (as such term is defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, assigns and transfers unto Assignee, as of the Effective Date, all rights, title and interest in and to the Marks and the registrations thereof, together with (a) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof; (b) the right to sue and recover for, and the right to profits or damages arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or the goodwill associated therewith.


Assignor further agrees that it will, at any and all times hereafter, whenever requested to do so, execute and deliver any instruments, documents or other writings which may be necessary or desirable to perfect and enforce the rights granted to Assignee herein.

Assignor acknowledges and agrees that nothing contained in this document shall supersede in any manner the terms or provisions of the Purchase Agreement pursuant to which Assignee has acquired the business in which the Marks are used.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as an agreement under seal as of the Effective Date.

PURE-GAR, L.P.

By: BVP, INC., its general partner

By: 
Name: D.L. WITTCHOW
Title: Pres. CEO

NATROL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Trademarks as an agreement under seal as of the Effective Date.

PURE-GAR, L.P.

By: BVP, INC., its general partner

By: _____
Name:
Title:

NATROL, INC.

By: *Elliot Tsalbit*
Name: *ELLIOT Tsalbit*
Title: *President*

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

stanislaus ss.

March 6, 1998

On February 1988, before me, Carmella Smyth personally appeared Dennis Wittchow

personally known to me
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



Carmella Smyth
Comm. #1144872
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
Comm. Exp. June 30, 2001

Witness my hand and official seal.

Carmella Smyth
Signature of the Notary

CAPACITY CLAIMED BY SIGNER

Though not required, the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual
- Corporate Officer(s)
- Partner(s) Limited General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

Name of person(s) or entity(ies)

This certificate must be attached to the document described at right:

Title or Type of Document: _____

Number of Pages: _____

Date of Document: _____

Signer(s) other than named above: _____

Schedule 1

<u>Mark</u>	<u>Country</u>	<u>Filed/ Registered</u>	<u>Application/ Registration No.</u>	<u>Date</u>
GARLIPHANTS	US	Registered	2004698	10/1/96
HIGHGAR FARMS	US	Registered	1955220	2/6/96
HIGHGAR FARMS	Canada	Registered	444492	6/30/95
HIGHMARK	US	Filed	75/255903	3/12/97
HIGHMARK FARMS	US	Filed	75/255904	3/12/97
PURE-GAR	US	Registered	1379401	1/21/86
PURE-GAR	Australia	Registered	437318	12/2/92
PURE-GAR	Benelux	Registered	417614	11/13/86
PURE-GAR	Canada	Registered	321699	12/12/86
PURE-GAR	Fed'l Rep of Germany	Registered	1096889	9/24/86
PURE-GAR	Finland	Registered	108292	8/6/90
PURE-GAR	France	Registered	1350832	4/15/96
PURE-GAR	Japan	Registered	2022359	2/22/88
PURE-GAR	New Zealand	Registered	198939	1/8/90
PURE-GAR	Norway	Registered	151126	6/25/92
PURE-GAR	Republic of Ireland	Registered	139957	5/4/90
PURE-GAR	South Korea	Registered	351345	12/11/96
PURE-GAR	South Korea	Registered	351344	12/11/96
PURE-GAR	Taiwan	Registered	518710	3/31/91
PURE-GAR	UK	Registered	1260435	2/14/93
PUREGAR	UK	Registered	1502546	6/2/92
QUINTESSENCE				
PURE-GUARD	US	Filed	75/260835	3/20/97
PUREMARK	US	Filed	75/255902	3/12/97
QUINTESSENCE	US	Registered	1335759	5/14/85
QUINTESSENCE	Canada	Registered	3769626	12/7/90
QUINTESSENCE	Denmark	Registered	VR 07887/1991	11/8/91
QUINTESSENCE	Norway	Registered	151127	6/25/92
QUINTESSENCE	Sweden	Registered	248418	4/23/93
QUINTESSENCE	Taiwan	Registered	516824, 671743	3/16/91, 3/1/95
VEGI-POWER	US	Registered	1906271	7/18/95

ASSIGNMENT OF TRADEMARKS

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W I T N E S S E T H

WHEREAS, Assignor has adopted, has used and is using the service marks (the "Marks") identified in Schedule 1 hereto and Assignor is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office, identified in Schedule 1;

WHEREAS, Assignor is contemporaneously herewith assigning to Assignee, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Assignor, Assignee, BVP, Inc. and Basic Vegetable Products, L.P. ("Purchase Agreement") all of the Subject Assets, excluding the Excluded Assets (as such terms are defined in the Purchase Agreement) and Assignee is thereby acquiring all of the right, title and interest in the Marks and the registrations thereof; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks and the registrations thereof and all goodwill pertaining thereto obtaining an assignment thereof in a form suitable for filing in the United States Patent and Trademark Office; and

NOW, THEREFORE, for a portion of the Purchase Price (as such term is defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, assigns and transfers unto Assignee, as of the Effective Date, all rights, title and interest in and to the Marks and the registrations thereof, together with (a) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof; (b) the right to sue and recover for, and the right to profits or damages arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or the goodwill associated therewith.


Assignor further agrees that it will, at any and all times hereafter, whenever requested to do so, execute and deliver any instruments, documents or other writings which may be necessary or desirable to perfect and enforce the rights granted to Assignee herein.

Assignor acknowledges and agrees that nothing contained in this document shall supersede in any manner the terms or provisions of the Purchase Agreement pursuant to which Assignee has acquired the business in which the Marks are used.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as an agreement under seal as of the Effective Date.

PURE-GAR, L.P.

By: BVP, INC., its general partner

By: 
Name: O. L. WITTCROW
Title: Pres. CEO

NATROL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Trademarks as an agreement under seal as of the Effective Date.

PURE-GAR, L.P.

By: BVP, INC., its general partner

By: _____
Name:
Title:

NATROL, INC.

By: *Elliott Tsabit*
Name: *ELLIOTT TSABIT*
Title: *President*

STATE OF CALIFORNIA

CITY AND COUNTY OF Stanislaus ss.

March 6, 1998

On ~~February~~ 1998, before me, Carmella Smyth

personally appeared Dennis Wittchow

personally known to me
-or-
proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument
the person or the entity upon behalf of which the person acted,
executed the instrument.



Carmella Smyth
Comm. #1144872
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
Comm. Exp. June 30, 2001

Witness my hand and official seal.

Carmella Smyth
Signature of the Notary

CAPACITY CLAIMED BY SIGNER

Though persons does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual
- Corporate Officer(s)
- Partner(s) Limited General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

SIGNER IS REPRESENTING:

Name of person(s) or entity(ies)

This certificate must be attached to the document described at right:

Title or Type of Document: _____

Number of Pages: _____ Date of Document: _____

Signer(s) other than named above: _____

*1993 National Notary Association, Concord Park, CA

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PURE-GAR	Fed'l Rep of Germany	Registered	1096889	9/24/86
PURE-GAR	Finland	Registered	108292	8/6/90
PURE-GAR	France	Registered	1350832	4/15/96
PURE-GAR	Japan	Registered	2022359	2/22/88
PURE-GAR	New Zealand	Registered	198939	1/8/90
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QUINTESSENCE	Sweden	Registered	248418	4/23/93
QUINTESSENCE	Taiwan	Registered	516824, 671743	3/16/91, 3/1/95
VEGI-POWER	US	Registered	1906271	7/18/95

170797 v1/SF
3nsd01' DOC

1.

TRADEMARK

RECORDED: 07/10/1998

REEL: 1754 FRAME: 0242