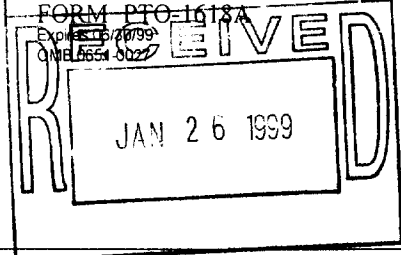


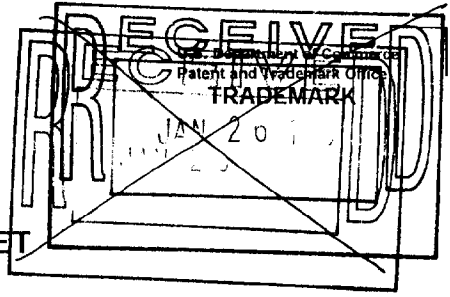
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01-29-1999

FORM PTO-1618A
Expires 12/31/99
OMB 5551-0027



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
01 31 95

Conveying Party

Mark if additional names of conveying parties attached

Name Makers of KAL, Inc., a California corporation

Execution Date
Month Day Year
01 31 95

Formerly _____

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

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name NaturalMax, Inc., a Delaware corporation

DBA/AKATA _____

Composed of _____

Address (line 1) 1400 Kearns Boulevard, 2nd Floor

Address (line 2) _____

Address (line 3) Park City Utah 84060
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

FOR OFFICE USE ONLY

01/28/1999 TTOM11 00000122 1823559

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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 the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503. Express Mail
TRADEMARK
Date of Deposit: EE713730095US 01/26/99
REEL: 1845 FRAME: 0379

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1823559"/>	<input type="text" value="1813352"/>	<input type="text" value="1277794"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1639500"/>	<input type="text" value="2042286"/>	<input type="text" value="0972196"/>
<input type="text"/>	<input type="text"/>	<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.

Stanley E. Soper, Assistant Secretary

01/26/99

Name of Person Signing

Signature

Date Signed

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 31st day of January, 1995 ("Effective Date"), by and between Makers of KAL, Inc., a California corporation, with its principal office at 6415 DeSoto Avenue, P.O. Box 4023, Woodland Hills, California 91365 ("Assignor"), and Natural Max, Inc., a Delaware corporation, with its principal office at 6415 DeSoto Avenue, P.O. Box 4023, Woodland Hills, California 91365 ("Assignee").

Assignor is party to that certain Asset Purchase Agreement dated as of November 16, 1994 (the "Agreement"), pursuant to which Assignor has agreed to sell to Makers of KAL, Inc., a Delaware corporation ("New KAL"), the assets, properties and rights pertaining to the Business (as defined in the Agreement). Assignee is party to that certain Assignment of even date herewith pursuant to which New KAL has assigned to Assignee a portion of its right to purchase the assets, properties and rights pertaining to the Business, and Assignee desires and agrees to purchase certain of the assets, properties and rights pertaining to the Business.

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under: (i) the trademarks and the United States trademark registrations on Schedule A and the unregistered trademarks and applications therefor identified on Schedule B; (ii) the foreign trademarks and the foreign trademark registrations and the unregistered foreign trademarks and the applications therefor identified on Schedule C and all unregistered trademarks identified on Schedule D (the foregoing items (i) and (ii) collectively, the "Marks"); (iii) the trade names identified on Schedule E (the "Trade Names"); and (iv) the goodwill of the business associated with the Marks and the Trade Names.

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade Names, together with the goodwill of the business with which the Marks and the Trade Names are used.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade Names together with the goodwill of the business with which the Marks and the Trade Names are used, and all registrations and applications therefor, in the United States and for all foreign

Express Mail
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Date: 01/26/99

TRADEMARK
REEL: 1845 FRAME: 0381

countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks and the Trade Names are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade Names; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade Names assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks or any of the Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of January, 1995.

MAKERS OF KAL, INC.,
a California corporation

By: Steph Welden
Its: President

NATURAL MAX, INC.,
a Delaware corporation

By: [Signature]
Its: Chairman

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 31st day of January, 1995, there appeared before me Stephen Welden, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Makers of KAL, Inc., a California corporation.

Arlene Lewis
Notary Public

ARLENE E. LEWIS
Notary Public, State of New York
No. 01LE5029661
Qualified in Nassau County
Commission Expires June 27, 1996

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 31st day of January, 1995, there appeared before me Frank W. Bay, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Natural Max, Inc., a Delaware corporation.

Arlene Lewis
Notary Public

ARLENE E. LEWIS
Notary Public, State of New York
No. 01LE5029661
Qualified in Nassau County
Commission Expires June 27, 1996

Please note that only the highlighted marks are subject to this particular assignment filing.

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ENERMAX (Stylized)	1813352	December 28, 1993
DIET MAX	1823559	February 22, 1994
HEALTHWAY	972196	November 6, 1973
BIO-GENICS	1277794	May 15, 1984
ENERMAX	1639500	April 2, 1991

SCHEDULE B

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Lightening Design	74/242169	February 3, 1992
Lightning Design	74/461763	November 22, 1993
DIET POWER	74/463475	November 26, 1993
ENERGY FORCE	74/496753	March 4, 1994
ENERGY BLAST	74/57327	September 19, 1994
LIQUI VIALS & Design	74/534298	June 7, 1994
LIQUID ENER-MAX & Design	74/534299	June 7, 1994
LIQUI GEMS & Design	74/568027	August 31, 1994
FAST-CAPS	74/601922	November 22, 1994

*Registration
No.
2042286*

SCHEDULE C

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BIO-GENICS	Canada	406384	December 18, 1992
BIO-GENICS	Taiwan	537635	October 16, 1991
BIO-GENICS	International	530079	Sept. 13, 1988

Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
GINSA-MAX	CANADA	747873	Feb. 18, 1994

SCHEDULE D

Unregistered Trademarks¹

Mark

LIQUI SHOTS & Design

SLIM MAX

SCHEDULE E

Trade Names

ENERMAX

HEALTHWAY

BIO-GENICS

¹ To the best of Assignor's knowledge, Assignor has the right to use the following unregistered trademarks.