

02-10-1999



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Em. MIP  
2-9-99

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  
02 01 99

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
02 01 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/10/1999 DCDATES 00000007 2175724  
01 FC:481 40.00 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 Express Mail ADDRESS.

Mail documents to be recorded with required cover sheet(s) Airbill No. TRADEMARK 7056546US  
Commissioner of Patents and Trademarks, Box Assignments, Date of Deposit: 02/05/99  
REEL: 1852 FRAME: 0173

**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="2,175,724"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<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:

#

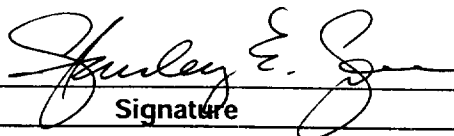
Authorization to charge additional fees:

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



02/05/99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 1<sup>st</sup> day of February, 1999 (the "Effective Date"), by and between NUTRACEUTICAL CORPORATION, a Delaware corporation, with its principal office located at 1400 Kearns Boulevard, 2<sup>nd</sup> Floor, Park City, Utah 84060 ("Assignor"), and MAKERS OF KAL, INC., a Delaware corporation, with its principal place of business located at 1400 Kearns Boulevard, 2<sup>nd</sup> Floor, Park City, Utah 84060 ("Assignee").

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations listed on Schedule "A" (the "Marks").

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

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 all registrations in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, 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, 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's right, title and interest is transferred subject to any liens and encumbrances of record. Assignor represents and warrants 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.

Express Mail  
Airbill No.: EE887056546US  
Date of Deposit: 02/05/99

**TRADEMARK**  
**REEL: 1852 FRAME: 0175**

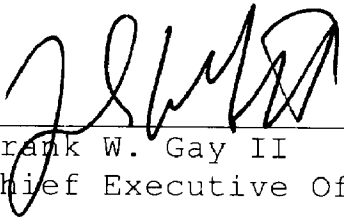
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably 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; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks 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 1<sup>st</sup> day of February, 1999.

ASSIGNOR:

NUTRACEUTICAL CORPORATION, a  
Delaware corporation

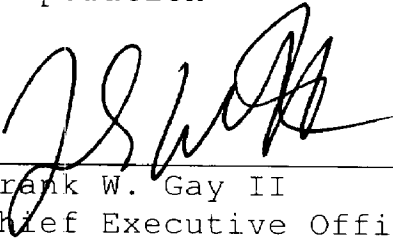
By: \_\_\_\_\_

  
Frank W. Gay II  
Chief Executive Officer

ASSIGNEE:


MAKERS OF KAL, INC., a Delaware  
Corporation


By: \_\_\_\_\_

  
Frank W. Gay II  
Chief Executive Officer

STATE OF UTAH )  
 : SS.  
COUNTY OF SUMMIT )


On the 1st day of February, 1999, before me, the undersigned Notary, personally appeared FRANK W. GAY II, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, and who being by me duly sworn, did say that he is the Chief Executive Officer of NUTRACEUTICAL CORPORATION, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said FRANK W. GAY II acknowledged to me that said corporation executed the same voluntarily for its stated purpose.

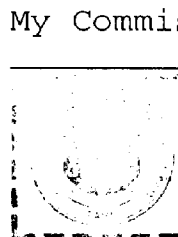
  
NOTARY PUBLIC  
Residing at Summit County, Utah

My Commission Expires:  
  
KATHLEEN W. HALL  
1425 North F Street  
Park City, Utah 84302  
My Commission Expires  
January 30, 2000  
State of Utah

STATE OF UTAH )  
 : SS.  
COUNTY OF SUMMIT )

On the 1st day of February, 1999, before me, the undersigned Notary, personally appeared FRANK W. GAY II, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, and who being by me duly sworn, did say that he is the Chief Executive Officer of MAKERS OF KAL, INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said FRANK W. GAY II acknowledged to me that said corporation executed the same voluntarily for its stated purpose.

  
NOTARY PUBLIC  
Residing at Summit County, Utah

My Commission Expires:  
  
KATHLEEN W. HALL  
1425 North F Street  
Park City, Utah 84302  
My Commission Expires  
January 30, 2000  
State of Utah

Schedule "A"

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRO-GEVITY	2,175,724	July 21, 1998