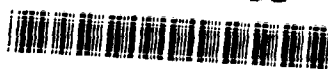


02-17-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FEB 08 1999



Tab settings

To the Honorable Commissioner of

100966000

attached original documents or copy thereof.

1. Name of conveying party(ies):
Optimum Lifestyle, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AMBI Inc.

Internal Address: _____

Street Address: 4 Manhattanville Road

City: Purchase State: NY ZIP: 10577

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: MDA 2-5-99

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 21, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/459,479
75/504,897

B. Trademark Registration No.(s)
1,938,379
2,185,961

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: HELEGOTT & KARAS, P.C.

Internal Address: SPOR 15.853

~~02/16/1999 JSHABAZZ 00000145 081634 75459479~~
~~Sale Fee: 00000145 081634 75459479~~
~~02 FEB 1999 15.00 CH 60.00 DP~~

Street Address: EMPIRE STATE BUILDING
60TH FLOOR

City: NEW YORK State: NY ZIP: 10118

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 100

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-1634

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

~~02/16/1999 JSHABAZZ 00000145 081634 75459479~~

~~01 FC:481 40.00 DP~~
~~02 FC:482 60.00 DP~~

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.

Samson Helfgott
Name of Person Signing
Reg. No. 23,072

Samson Helfgott
Signature

February 8, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/16/1999 JSHABAZZ 00000145 75459479

01 FC:481 40.00 DP
02 FC:482 15.00 CH 60.00 DP

Filed by Express Mail
(Receipt No. EM36676815905)
on February 8, 1999
pursuant to 37 C.F.R. 1.10,
by Andrew S. Chan

Any fee due with this paper, not fully covered by an enclosed check, may be charged on Deposit Acct. No. 08-1634

TRADEMARK
REEL: 1854 FRAME: 0876

ASSIGNMENT OF TRADEMARKS

WHEREAS, Optimum Lifestyle, Inc., a California corporation, having its principal offices at 180 Harbor Drive, Suite 105, Sausalito, California 94965 ("ASSIGNOR"), has adopted, used, is using and is the owner of the entire right, title and interest in and to certain trademarks, service marks and trade names, and registrations and pending applications therefor, identified and listed on Schedule A hereto and made a part hereof, (collectively, the "Scheduled Marks"), and the priority rights associated therewith; and

WHEREAS, the said ASSIGNOR desires to transfer, assign, convey, deliver, set over and vest all of said right, title and interest for the United States unto and in AMBI Inc., a New York corporation, having its principal offices at 4 Manhattanville Road, Purchase, New York 10577 ("ASSIGNEE"), and

WHEREAS, ASSIGNEE desires to receive from ASSIGNOR all of said right, title and interests in the Scheduled Marks;

WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, to which the Scheduled Marks pertain, and that business is existing and ongoing;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby assign, convey, transfer, deliver, set over and vest to and in ASSIGNEE, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or common law, in and to the Scheduled Marks worldwide, and all the rights and privileges relating thereto including but not limited to the priority rights arising from said Applications and marks, the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement and dilution, together with that part of the goodwill of the business connected with the use of and symbolized by said Trademarks.

Assignor hereby authorizes and requests any official of the United States Patent and Trademark Office and any other country or countries whose duty it is to issue trademark registrations, to issue any and all registrations based on applications for the Trademarks to Assignee as assignee of Assignor's entire interest therein.

ASSIGNOR agrees to execute such further papers and do such other acts as may be necessary to obtain, renew, issue or enforce all of the Scheduled Marks, including, but not

limited to any acts which may be necessary, desirable or convenient for claiming said priority rights.

IN WITNESS WHEREOF, Optimum Lifestyle, Inc. has caused this Trademark Assignment to be executed and delivered as of this 21st day of January, 1999.

Optimum Lifestyle, Inc

By: Dean Radetsky
Dean Radetsky
Chief Executive Officer

SCHEDULE A

<u>MARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>FILING/ REGISTRATION DATE</u>
LITE BITES	1,938,379	Registered 11/28/95
LITE BITES (and Design)	2,185,961	Registered 09/01/98
LITE BITES FAT-FIGHTING SYSTEM CHEWIES	75/459,479	Filed 03/30/98
HEALTHY BITES (and Design)	75/504,897	Filed 06/18/98