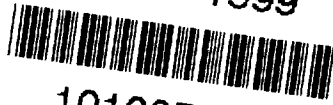
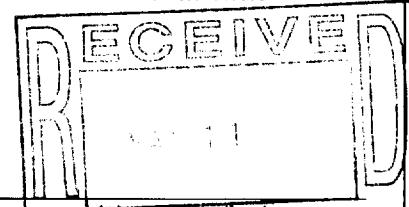


05-19-1999



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

5-1-99

Conveying Party

Mark if additional names of conveying parties attached

Name Biogenetics Food Corporation

Execution Date
Month Day Year
04231999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization a Florida corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Gulf Coast Nutritionals, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 6166 Taylor Road, #105

Address (line 2) _____

Address (line 3) Naples Florida 34109

- 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 a Florida corporation

05/18/1999 JSHABAZZ 00000147 2000982

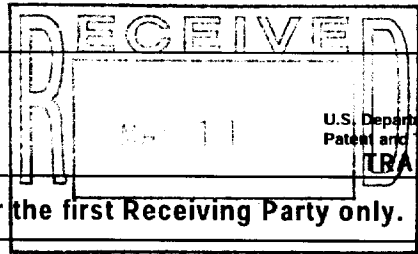
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01 FC:481 40.00 OP
02 FC:482 25.00 OP

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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 001898 FRAME: 0188



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)

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.

Susan M. Kornfield
Name of Person Signing

Susan M. Kornfield
Signature

May 6, 1999
Date Signed

TRADEMARK AGREEMENT AND ASSIGNMENT

1. Parties; Effective Date.

This Trademark Agreement and Assignment ("Agreement") is between Biogenetics Food Corporation, a Florida corporation with offices at 4475 Corporate Square Boulevard, Naples, Florida 33942, its successors and assigns ("Biogenetics") and Gulf Coast Nutritionals, Inc., a Florida corporation with offices at 6166 Taylor Road, #105, Naples, Florida 34109 ("Gulf Coast Nutritionals"), its successors and assigns. The Agreement is effective on September 28, 1996 ("Effective Date").

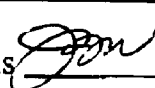
2. Representations and Warranties.

- (a) Biogenetics represents and warrants that it is the owner of the following trademarks (collectively, the "Marks"):
- (1) "NU-PET," which is registered in the United States Patent and Trademark Office, Registration Number 2,080,982, registration date July 22, 1997, for "pet food supplement," in International Class 5; and
 - (2) "BIO GUARD," which is registered in the United States Patent and Trademark Office, Registration Number 2,033,817, registration date January 28, 1997, for "food supplement," in International Class 5.
- (b) Biogenetics represents and warrants that it has not assigned the Marks, licensed, leased or rented the Marks (exclusively or non-exclusively), pledged the Marks as security, or otherwise transferred or encumbered the Marks.
- (c) Biogenetics represents and warrants that it has not received notice of or been made aware of any actual confusion arising from use of the Marks or any claims, actions or suits related to the Marks, including, but not limited to, those asserting invalidity, likelihood of confusion, dilution, unfair competition or false designation of origin.
- (d) Biogenetics represents and warrants that the Marks have been in continuous use since the date of first use listed on U.S. Trademark Registration Nos. 2,080,982 and 2,033,817. Such use includes, but is not limited to, brochures, letterhead, and promotional materials.

Biogenetics



Gulf Coast Nutritionals



3. Assignment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Biogenetics hereby does assign to Gulf Coast Nutritionals all right, title and interest in and to the Marks, whether statutory or common law, together with the business to which the Marks pertain, the goodwill of and associated with the Marks, the goodwill of and associated with Biogenetics's goods and services to which the Marks pertain, any rights in U.S. Trademark Registration Nos. 2,080,982 and 2,033,817 for the Marks, and any and all past and present rights to sue for, collect and retain all damages and profits and all other remedies for past and present infringement of the Marks.

4. Indemnification.

Biogenetics will defend, at its own expense, any third party claim, demand, action or suit ("Claim") alleging that either or both of the Marks infringe the third party's intellectual property rights, and shall indemnify and hold Gulf Coast Nutritionals harmless against any and all penalties, fines, judgments, damages, expenses, costs and fees, including reasonable attorneys' fees, arising out of or related to any Claim; provided that (a) Gulf Coast Nutritionals promptly notifies Biogenetics of any such Claim; (b) Gulf Coast Nutritionals allows Biogenetics, at its expense, to direct and control the defense and/or settlement of the Claim; and (c) Gulf Coast Nutritionals provides Biogenetics with information as reasonably necessary to defend or settle any such Claim. Gulf Coast Nutritionals may elect to participate in any Claim through counsel of its own choosing at its expense.

5. General Terms.

- (a) Biogenetics and Gulf Coast Nutritionals intend this document to be delivered to and recorded in the United States Patent and Trademark Office with the current U.S. Trademark Registration Nos. 2,080,982 and 2,033,817 and for any and all future state and federal applications for registration of the Marks, including as a word mark, composite mark, logo or design mark.
- (b) Biogenetics agrees to fully cooperate with Gulf Coast Nutritionals, at Gulf Coast Nutritionals' expense, in the preparation and prosecution of all state and/or federal applications for registration of the Marks and any other legal proceedings or suits concerning the Marks.
- (c) This Agreement will be governed by the laws of the State of Florida and any dispute arising out of or otherwise related to this Agreement shall be initiated and maintained in a court of competent jurisdiction in the State of Florida.

Biogenetics *BEYR*

Gulf Coast Nutritionals *Jon*

- (d) Any waiver of a provision of this Agreement or of a party's right or remedy under this Agreement must be in writing, signed by that party, to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be deemed a waiver of such party's rights or remedies and will not affect the validity of this Agreement, or part thereof, or prejudice such party's right to take subsequent actions.
- (e) This Agreement represents the entire agreement between the parties with respect to the subject matter addressed herein and supersedes all prior oral or written representations, agreements, promises, or other communications, concerning or relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by written agreement signed by each party's authorized representative.

AGREED AND ACCEPTED:

Biogenetics Food Corporation

By: *Otto Bresky Jr*
(signature)

Name: OTTO BRESKY, JR.
(printed)

Title: DIRECTOR

Date: 4/23/99

Gulf Coast Nutritionals

By: *Jay Weiss*
(signature)

Name: JAY D. WEISS
(printed)

Title: C.O.O.

Date: 4/23/99

On this 23RD day of April, 1999, before me appeared JAY WEISS
OTTO BRESKY JR,
the person who signed this instrument on behalf of Biogenetics Food Corporation, who acknowledged that he signed it as a free act and with the authority to do so on behalf of Biogenetics Food Corporation.

Kathy K Lyon
, Notary Public
Collier County,
My Commission Expires: 12/8/2000

