06-02-1999

EUDIA DEU 1410.

101054281

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

# 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 Conveyance Type License | 9 80 \ LU XXX XXX Assignment New Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment Document ID # **Effective Date** Month Day Year Merger Correction of PTO Error 0.5 13 99 Reel # Frame # Change of Name Corrective Document Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Year Name John Spector 05 13 99 Formerly XXX Individual General Partnership Limited Partnership Corporation Association Other XXX Citizenship/SXXXeXXX httcorpoxxxxXXXXXX U.S. Receiving Party Mark if additional names of receiving parties attached Action Labs, Name DBA/AKA/TA Composed of 1400 Kearns Boulevard, 2nd Floor Address (line 1) Address (line 2) Address (line 3) Park City UT 84060 State/Country Zip Code Individual If document to be recorded is an General Partnership Limited Partnership assignment and the receiving party is not domiciled in the United States, an Corporation Association appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) Delaware FOR OFFICE USE ONLY JUNABAZI MOMATAS 1780161

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 ADDRESS.

ADDRESS.

EXPRESS Mail

Mail documents to be recorded with required cover sheet(s) inf Commissioner of Patents and Trademarks, Box Assignments, Was

TRADEMARK

EI117195533US 05/24/99

REEL: 001905 FRAME: 0662

	PTO-1618B
Expires 06/3	30/99
0.40.0054	0007

# Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Expires 06/30/99 OMB 0651-0027			TRADEMARK	
	epresentative Name and Address	Enter for the first Rece	eiving Party only.	
Name	N/A			
Address (line 1)				
Address (line 2)				
Address (line 3)				
Address (line 4)				
Correspond	ent Name and Address Area Code an	d Telephone Number (4	35) 655-6065	
Name	Stanley E. Soper			
Address (line 1)	1400 Kearns Boulevard, 2nd Flo	or		
Address (line 2)	Park City, Utah 84060			
Address (line 3)				
Address (line 4)				
Pages	Enter the total number of pages of the a including any attachments.	ttached conveyance docu	ument # 4	
	Application Number(s) or Registra		Mark if additional numbers attached	
	e Trademark Application Number <u>or</u> the Registration			
Trac	demark Application Number(s)		tion Number(s)	
		1,980,166		
Number of	Properties Enter the total number of	properties involved.	# 1	
Fee Amour	it Fee Amount for Properties	Listed (37 CFR 3.41):	\$ 40.00	
	of Payment: Enclosed XXX	Deposit Account		
Deposit /	Account  payment by deposit account or if additional fees can	he charged to the secount )		
(Enterior)	Deposit Accou		#	
	Authorization	o charge additional fees:	Yes No XXX	
Statement a	and Signature			
To the best of my knowledge and belief, the foregoing information is true and correct and any				
	ched copy is a true copy of the original docum	nent. Charges to deposit acc	count are authorized, as	
	cated herein. Hinrichs,		//	
_	dent and Asst. Secretary		05/21/99	
Name	of Person Signing	Signature	Date Signed	

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 12 day of May, 1999 (the "Effective Date"), by JOHN SPECTOR, an individual ("Assignor").

WHEREAS, Assignor wishes to assign all right, title and interest in, to and under the United States trademark registration listed on Schedule "A" (the "Mark") to ACTION LABS, INC., a Delaware corporation ("Assignee").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants and covenants as follows:

- 1. Representations and Warranties. Assignor represents and warrants to Assignee that:
- (a) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Mark, free and clear of all liens and encumbrances.
- (b) Assignor has full power and authority to execute, perform and deliver this Assignment and to perform Assignor's obligations hereunder.
- (c) Assignor previously did business as an individual under the d/b/a "Caprice Greystoke," and had an address at the time of 1259 Activity Drive, Vista, California 92083. "Caprice Greystoke" is not a corporation, partnership or other entity, and no other party has any interest therein.
- (d) There have been no claims made against Assignor asserting misuse or infringement of the Mark and there are no grounds for the same.
- (e) The conduct of Assignor's prior business dealings has not infringed, misappropriated or otherwise violated, and does not infringe, misappropriate or otherwise violate the intellectual property rights of any third party.
- (f) Assignor has not received any notices of, and Assignor is not aware of any facts which indicate a likelihood of, any infringement, misappropriation or other violation by, or any conflict with, any third party, with respect to the Mark (including, without limitation, any demand or requirements that Assignor cease using the Mark or license any rights from any third party).

Express Mail Airbill No.:

EI117195533US 05/24/99

- (g) Assignor has not granted any license or other grant or rights with respect to the Mark, nor is Assignor aware of any claims by any third party alleging the existence of such.
- (h) The transaction contemplated by this Assignment will not have a material adverse effect on the right, title and interest in and to the Mark.
- (i) Assignor's execution of this Assignment constitutes a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.
- (j) Upon execution of this Assignment and delivery to Assignee, Assignor will have conveyed good and marketable title in and to the Mark to Assignee.
- Assignment. Assignor does hereby sell, assign, 2. transfer and set over to Assignee the entire right, title, interest and goodwill in and to the Mark, 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 Mark, 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 free of any liens and encumbrances. Assignor 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 the Mark; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Mark 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.

Assignor does not transfer any claim or liabilities of any kind related to any products sold, distributed or marketed under the Mark. All such claims or liabilities shall remain Assignor's responsibility, and Assignor hereby indemnifies Assignee from and against any losses associated with or arising from such claims or liabilities.

3. <u>Miscellaneous</u>. Assignor agrees to pay Assignee's court costs and reasonable attorneys' fees incurred as a result of a breach of any representation, warranty or covenant made in this Assignment by Assignor.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed this 2 day of May, 1999.

ASSIGNOR:

STATE OF 4/2126.

COUNTY OF MARicya

JOHN SPECTOR an individual

ss.

On the 13 day of May, 1999, before me, the undersigned Notary, personally appeared JOHN SPECTOR, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, acknowledged to me that he executed it voluntarily for its stated purpose.)

SAN JUANITA J. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 9, 2002

Residing at Marico

Étate of

MaricopA

County,

My Commission Expires:

Express Mail

REEL: 001905 FRAME: 0666

## Schedule "A"

## Trademark Registrations

Mark	Registration No.	Registration Date
FAT-X	1.980.166	06/11/1996

Express Mail Airbill No.: E Dat**TRADEMARK** 

EI117195533US 05/24/99

**REEL: 001905 FRAME: 0667**