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06-10-1999

Patents and Trademarks

original document or copy thereof.

U.S. Patent & TMO Form/TM Mail Rpt Dt. #34

101074919

2. Name and Address of receiving party(ies):

Inholtra Inc. (Florida corporation)

Name: Irwin Naturals/4Health, Inc.

Internal Address: _____

Street Address: 10549 West Jefferson Boulevard

City: Culver City

State: California Zip: 90232

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

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

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

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:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other _____

Execution Date: March 10, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

6-10-99

B. Trademark Registration No.(s)

2,135,818

Additional numbers attached?

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

Name: Thomas W. Cook

Internal Address: _____

Street Address: P.O. Box 1989

3030 Bridgeway, Suite 425

City: Sausalito

State: California Zip: 94965

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. 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.

Thomas W. Cook

Name of Person Signing

Signature

June 5, 1999

Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/24/1999 00000104 2135818 40.00 OP 01/FC:461

TRADEMARK
REEL: 001918 FRAME: 0134

U.S. TRADEMARK ASSIGNMENT

WHEREAS INHOLTRA INC., a corporation organized under the laws of the State of Florida, whose business address is 1912 Harrison Street, Hollywood, Florida 33020, United States of America, has, in connection with its business, registered its trademark:

INHOLTRA
(Reg. No. 2,135,818)

(the "Mark") with the United States Patent and Trademark Office, and has continuously used the mark in commerce on or in connection with the goods identified in such registration number 2,135,818.

WHEREAS IRWIN NATURALS/4HEALTH, INC., a corporation organized under the laws of the State of Utah, whose business address is 10549 West Jefferson Boulevard, Culver City, California 90232, is desirous of acquiring all of the business of INHOLTRA INC. symbolized by the Mark as its successor in such business, and is desirous of acquiring the Mark and the federal registration thereof in conjunction with the acquisition of such business, and use the Mark in commerce on or in connection with the goods identified in registration number 2,135,818.

NOW, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the Security Interest of the Assignor as set forth in a Promissory Note for \$10,000,000 (annexed hereto as Exhibit D), INHOLTRA INC. does, in connection with the sale of its entire ongoing and existing business to which the Mark pertains, hereby assign unto said IRWIN NATURALS/4HEALTH, INC. all right, title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, and the above-identified registration thereof. This TRADEMARK ASSIGNMENT shall be effective upon execution by each of the parties to this agreement, and upon the later date set forth below.

INHOLTRA INC.

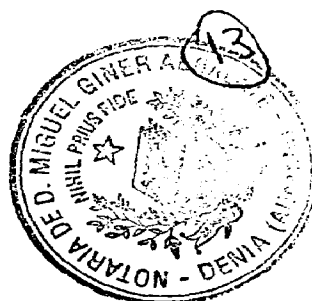
Date: March 10, 1999

By: [Signature]
PRESIDENT (name)
(position)

IRWIN NATURALS/4HEALTH, INC.

Date: _____, 1999

By: _____ (name)



U.S. TRADEMARK ASSIGNMENT

WHEREAS INHOLTRA INC., a corporation organized under the laws of the State of Florida, whose business address is 1918 Harrison Street, Hollywood, Florida 33020, United States of America, has, in connection with its business, registered its trademark:

INHOLTRA
(Reg. No. 2,135,818)

(the "Mark") with the United States Patent and Trademark Office, and has continuously used the mark in commerce on or in connection with the goods identified in such registration number 2,135,818.

WHEREAS IRWIN NATURALS/4HEALTH, INC., a corporation organized under the laws of the State of Utah, whose business address is 10549 West Jefferson Boulevard, Culver City, California 90232, is desirous of acquiring all of the business of INHOLTRA INC. symbolized by the Mark as its successor in such business, and is desirous of acquiring the Mark and the federal registration thereof in conjunction with the acquisition of such business, and use the Mark in commerce on or in connection with the goods identified in registration number 2,135,818.

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INHOLTRA INC.

Date: _____, 1999

By: _____
(name)
(position)

IRWIN NATURALS/4HEALTH, INC.

Date: March 10, 1999

By: 
KLEE IRWIN (name)
CHIEF EXECUTIVE OFFICER

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INHOLTRA
Pg. No. 2,135,818

NOTARIAL ACKNOWLEDGEMENT

United States of America)
State of _____) SS.
County of _____)

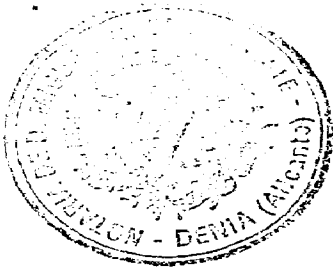
On the _____ th day of _____, 1999 before me the undersigned, a Notary Public for the State of California, personally appeared

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[seal]

Notary Public

TESTIMONIO DE LEGITIMACION DE FIRMA : YO MIGUEL GINER ALBALATE, Notario del Ilustre Colegio de Valencia con residencia en Denia; DOY FE: Que la firma que antecede de DOÑA EDWINA MARIA RODRIGUES PAIS, con pasaporte número N76868177, extendidas en la pagina número TRECE, la considero legitima por coincidir con su pasaporte que tengo a la vista. Denia, a diez de marzo de mil novecientos noventa y nueve.



[Handwritten signature]

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Exhibit I

NON-RECOURSE PROMISSORY NOTE

\$10,000,000.00

March 10, 1999

FOR VALUE RECEIVED, the undersigned Irwin Naturals/4Health, Inc., a Utah corporation (the "Debtor"), with its principal place of business located at 10549 W. Jefferson Boulevard, Culver City, CA 90232, hereby promises to pay to Inholtra Natural, Ltd., a Maine corporation (the "Creditor"), at 21 Oceanview Road, Kennebunk, ME 04043, or at such other place as the Creditor shall designate to the Debtor in writing, the principal amount of Ten Million Dollars (\$10,000,000.00) lawful money of the United States of America, with interest thereon at the rate of eight percent (8%) per annum calculated on the basis of 365-day year and the number of days elapsed.

This Promissory Note evidences the obligation of the Debtor, subject to the terms and conditions set forth below, to pay a portion of the balance of the purchase price (the "Purchase Price") for certain assets purchased by it from the Creditor pursuant to that certain Asset Purchase Agreement between the Debtor, the Creditor and certain other parties dated as of March 10, 1999 (the "Agreement").

1. The principal amount hereof shall be payable on or before the close of business on June 10, 1999 (the "Maturity Date") and shall be repaid by Debtor as follows:

(i) the principal amount of One Million Dollars (\$1,000,000.00) shall be paid to the Indemnity Escrow Agent (as defined in Section 1.5 of the Agreement) to be held by it pursuant to the terms of the Indemnity Escrow Agreement (as also defined in Section 1.5 of the Agreement); and

(ii) the remaining principal balance hereof, together with all accrued interest as herein provided, shall be paid to Creditor.

(ii) the remaining principal balance hereof, together with all accrued interest as herein provided, shall be paid to Creditor.

2. In addition to its other rights hereunder and under the Agreement, Debtor shall have the right upon notice to Creditor specifying in reasonable detail the basis for a set-off hereunder, to set-off and apply against its obligations to Creditor hereunder any and all amounts to which it may be entitled from Creditor under the Agreement and the other documents executed in connection with the transactions contemplated thereby. The exercise of such right of set-off by Debtor in good faith shall not constitute default hereunder.

3. The principal amount of this Note may be prepaid, in whole or in part, along with accrued interest without premium or penalty.

4. Upon notice to the Debtor of the loss, theft, destruction or mutilation of this Note, and in the case of any such mutilation upon surrender and cancellation of the mutilated document, and in the case of such loss, theft or destruction, upon delivery by the Creditor of an indemnity agreement satisfactory to the Debtor, the Debtor will execute and deliver to the Creditor a new Note of like tenor in lieu of such lost, stolen, destroyed or mutilated Note.

5. Except as otherwise expressly provided herein, the terms of this Note may be amended only by a written instrument executed by the Debtor and the Creditor. No course of dealing with the Debtor and the Creditor nor any delay in executing any rights hereof shall operate as a waiver of any rights of the Creditor.

6. All notices, requests, demands and other communications which are required to be given hereunder shall be deemed to have been duly given only if in writing and delivered by first class mail, return receipt requested, to the other party at its address appearing on the first page hereof or to such other address as such party shall have specified by notice in writing to the other party.

7. The rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the local laws of the State of New York without regard to the principles of conflicts of law thereof.

8. If (a) Debtor shall fail to pay any amount due under this Note when due; or (b) Debtor shall commit any other material breach or event of default under the Agreement which shall continue uncured for a period of ten (10) days after notice thereof to Debtor; or (c) Debtor shall be dissolved or become insolvent, or shall merge with or into another entity; or (d) there shall be an assignment for the benefit of creditors of Debtor or appointment of a receiver or similar official for Debtor or its assets, or Debtor shall apply for, or be the subject of any voluntary or involuntary application or petition for protection or relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law; or (e) Debtor shall take any action for the purpose of effecting any of the foregoing; then and in any such event, all amounts of unpaid principal and all other amounts due to Creditor hereunder shall upon demand be due and payable in full.

9. Except as otherwise set forth herein, the Debtor hereby waives presentment, demand for payment, notice of dishonor, notice of protest and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guarantee of this instrument.

10. This is a nonrecourse note and, anything herein to the contrary notwithstanding, Creditor agrees for itself, its representatives, successor, endorsees, and assigns that (a) neither Debtor nor its representatives, successors or assignees shall be personally liable on this Note, it being intended that Debtor's obligation to pay the principal of this Note with interest thereon is included for the sole purpose of establishing the existence of the indebtedness represented hereby and (b) in the event of default, Creditor (and any such representative, successor, endorsee, or assign) shall look for payment solely to the Reassignments (as defined in the Agreement) and the rights and remedies set forth in the Security Escrow Agreement (as defined in the Agreement) and will not make any claim or institute any action or proceeding against Debtor (or any representative, successor or assign of Debtor) for payment of this Note (or for any deficiency remaining after application of the property which is the subject of the Reassignments); provided, however, that nothing herein contained shall be construed to release or impair the indebtedness evidenced by this Note, or of the lien upon the property securing it, or preclude the application of said property to the payment hereof in accordance with the terms of the Security Escrow Agreement.

11. All disputes arising hereunder shall be resolved by binding arbitration in the City of New York, New York before a single arbitrator in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, this Note has been signed by the Debtor on the date first above written.

IRWIN NATURALS/HEALTH, INC.

By:



Klee Irwin,
Chief Executive Officer

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