

Client Code: ANABOLI.031M

07-08-1999

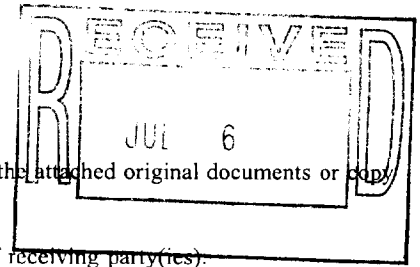


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R SHEET

Y

Please record the attached original documents or copy



TO THE HONORABLE COMMISSIONER
thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

David E. Sher

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

*M.R.D.
7-6-99*

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

Name: Anabolic Laboratories, Inc.

Internal Address:

Street Address: 17802 Gillette Avenue

City: Irvine State: CA ZIP: 92614-6502

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: California
- 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) and address(es) attached?

Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)
February 4, 1999

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

a. Trademark Application No(s):
75/022,007

b. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: Steven J. Nataupsky

KNOBBE, MARTENS, OLSON & BEAR, LLP

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

VOE

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: One

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.

Steven J. Nataupsky
Name of Person Signing

[Signature]
Signature

July 1, 1999
Date

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

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

07/07/1999 **BMGUYEH 00000334 75022007**

01 FC:481

40.00 OP

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

EAS-3610:dsm:ddl:032299

KNOBBE, MARTENS, OLSON & BEAR, LLP
620 NEWPORT CENTER DR 16TH FLOOR NEWPORT BEACH, CA 92660
(949) 760-0404 FAX (949) 760-9502

TRADEMARK
REEL: 001924 FRAME: 0422

EXHIBIT A

ASSET PURCHASE AGREEMENT AND TRADEMARK ASSIGNMENT

This Asset Purchase Agreement and Trademark Assignment (hereinafter referred to as "Agreement") is effective as of the first day of December, 1998, by and between David E. Sher, an individual having a place of business at Tower Villas, 3800 N. Fairfax Drive, Suite 7, Arlington, Virginia 22203 (hereinafter referred to as "SHER"), and Anabolic Laboratories, Inc., a California corporation having a place of business at 17802 Gillette Avenue, Irvine, California 92614-6502 (hereinafter referred to as "ANABOLIC").

WHEREAS, SHER is the owner of the Vitaceuticals business;

WHEREAS, Vitaceuticals is an ongoing and existing business in the field of nutritional supplements with certain tangible assets used in connection with the business including, but not limited to, the federal trademark application listed in Schedule A, attached hereto and incorporated herein by reference (herein referred to as the "Application");

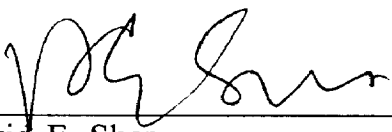
WHEREAS, SHER wishes to sell the Vitaceuticals business; and

WHEREAS, ANABOLIC wishes to buy the Vitaceuticals business.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, SHER hereby sells to ANABOLIC all right, title, and interest as SHER may possess in and to the Application set forth in Schedule A together with the goodwill symbolized by the trademark in said Application owned by SHER, concurrent with the transfer of the Vitaceuticals business associated with the trademark shown in the Application including, but not limited to, certain tangible assets as indicia of said business and the accompanying goodwill of the business trademark and Application. SHER also sells to ANABOLIC the right to recover for past infringement of the mark shown in the Application.

Executed at ALLIANCE, VA, this 4th day of February, 1998⁹.

David E. Sher
an individual

By: 
David E. Sher

STATE OF VIRGINIA)
) ss.
COUNTY OF ALLIANCE)

On February 4, 1999, before me, DAVID E. SHER personally appeared David E. Sher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me

SCHEDULE TO TRADEMARK ASSIGNMENT

SCHEDULE A

Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
VITACEUTICALS	75/022,007	November 20, 1995	5

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