

07-26-1999



D

101101372

07-19-1999

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rcpt Dt. #39

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

Merger
Effective Date
Month Day Year
 05 26 99

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Susan Pendleton Mavor

05 26 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization United States

Receiving Party

Mark if additional names of receiving parties attached

Name McZand Herbal, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1722 14th Street, Suite 230

Address (line 2) Boulder, CO 80302

Address (line 3) Boulder CO 80302
City State/Country Zip Code

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 California

FOR OFFICE USE ONLY

7/23/1999 DNGUYEN 00000207 75398644

FC:481

40.00 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. 20231

TRADEMARK
REEL: 001933 FRAME: 0623

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

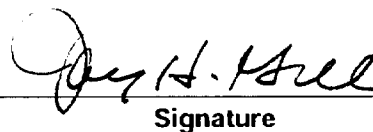
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Jay H. Geller
Name of Person Signing


Signature

July 13, 1999
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 26 day of May, 1999, by and between Prairie Smoke Corp., a Montana corporation, d.b.a. Herbs for Kids (hereinafter referred to as the "Assignor"), and McZand Herbal, Inc., a California corporation (hereinafter referred to as the "Assignee").

WHEREAS, Assignor and Assignee, along with Susan Pendleton Mavor, have entered into an Asset Purchase Agreement, of even date herewith (the "Agreement"), in which Assignor shall sell substantially all the assets of Assignor to Assignee, as further described in the Agreement;

WHEREAS, Assignor is the owner of trademark rights in all marks set forth on Exhibit A, attached hereto along with all documentation supporting such marks (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the promotion and sale of herbal extracts (the "Business"); and

WHEREAS, Assignor desires, pursuant to the Agreement, to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements contained herein and in the Agreement, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Marks, together with (1) the goodwill of the business relating to the Business with which the Marks is used and for which an application has been made to register the Marks in the United States; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) all right, title and interest in the Marks.

2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

PRAIRIE SMOKE CORP, a Montana corporation

MCZAND HERBAL, INC.

By: Susan Pendleton Mauor
Name: Susan Pendleton Mauor
Title: President
Date: 5/26/99

By: Candy Ellison
Name: Candy Ellison
Title: CEO
Date: 5/26/99

PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party of the within action; my business address is 11845 W. Olympic Boulevard, Suite 1000, Los Angeles, CA 90064.

On July 13, 1999, I served the foregoing document described as Assignment on Commissioner of Patents and Trademarks in this action by placing the original in a sealed envelope addressed to

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

I caused such envelope with postage thereon fully prepaid to be deposited in the United States mail at Los Angeles, CA.

Executed on July 13, 1999 at Los Angeles, CA.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Jay H. Geller