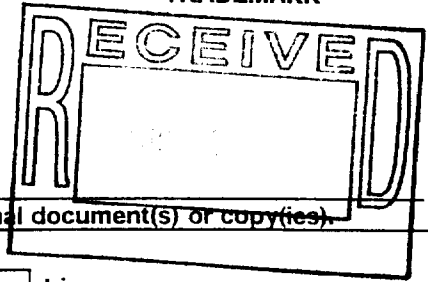


08-05-1999



101109023

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



min
8-2-99

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
- Change of Name
- Other

Effective Date
Month Day Year
03/01/99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03/01/99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

08/05/1999 MTHA11 00000219 75572850

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
275.00 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

REEL: 001939 FRAME: 0147

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.

Scott S. Havlick, Esq.

Name of Person Signing

Signature

August 2, 1999

Date Signed

SCHEDULE A

Intellectual Property Schedule

WELLBRIDGE Design

Part 1. Trademarks

1. Registered Trademarks

<u>County</u>	<u>Trademark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
United Kingdom	WELLBRIDGE	1516977	10/27/92
United Kingdom	WELLBRIDGE	1516979	10/27/92
United States	WELLBRIDGE	1876094	01/24/95
United States	WELLBRIDGE	1993988	08/13/96
United States	WELLBRIDGE	1993987 /	08/13/96
United States	WELLBRIDGE DESIGN	1986190	07/09/96
United States	WELLBRIDGE DESIGN	1984623	07/02/96
United States	WELLBRIDGE DESIGN	1890684	04/18/95
United States	WELLBRIDGE	2,209,339	12/08/98

2. Pending Trademark Applications

<u>County</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Filing Date</u>
Canada	WELLBRIDGE	690093	09/23/91
United States	WELLBRIDGE	74/553976	07/26/94*
United States	WELLBRIDGE	74/553977	07/26/94*
United States	WELLBRIDGE	74/553979	07/26/94*
United States	WELLBRIDGE	74/553980	07/26/94*

Intellectual Property Schedule (Cont'd)

<u>Country</u>	<u>Trademark</u>	<u>App. Number</u>	<u>Filing Date</u>
United States	WELLBRIDGE	74/553978	07/26/94*
United States	WELLBRIDGE DESIGN	74/554025	07/26/94*
United States	WELLBRIDGE DESIGN	74/554024	07/26/94
United States	WELLBRIDGE	75/489152	05/21/98
United States	WELLBRIDGE	75/548422	09/04/98
United States	WELLBRIDGE	75/548423	09/04/98

*May have been abandoned.

3. Dispatched Trademarks

<u>Country</u>	<u>Trademark</u>
United States	W.I.S.E.
United States	WB Day Spa and Design

4. Domain name

www.wellbridge.com

EXHIBIT A

Additional Conveying Party

Name: The Nutrasweet Company, a Delaware corporation

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 1st day of March, 1999 (the "Effective Date"), by and among Monsanto Company, a Delaware corporation ("Seller"), and The NutraSweet Company, a Delaware corporation ("NutraSweet" and, together with Seller, the "Assignors"), and Starmark WellBridge Management, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Seller and Assignee have entered into that Asset Purchase Agreement dated as of December 30, 1998 (the "Purchase Agreement"), pursuant to which Seller has agreed, *inter alia*, to assign and to cause NutraSweet to assign to Assignee certain assets relating to the intellectual property of the WellBridge health and wellness business, including: (a) all of Assignors' right, title and interest in and to the marks WELLBRIDGE, used alone or in combination with other terms and/or designs, but excluding such other terms and/or designs, the WELLBRIDGE Design displayed on Schedule A and other common law marks used in connection with the WellBridge health and wellness business (collectively "the Marks"); (b) all domain name registrations, trademark and service mark registrations and applications for the Marks, including without limitation, the registrations and applications identified and set forth on Schedule A; and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignors wish to assign Assignors' right, title and interest in and to the Marks, together with the goodwill of the

business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, each Assignor's entire right, title and interest in and to the Marks throughout the world, all registrations and applications therefor, together with the goodwill of the business with which the Marks are used, including any renewals and extensions of the registrations that are or may be secured under the laws of any country, 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 either Assignor if this Assignment and sale had not been made; together with all income, royalties, damages 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 Marks, 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.

Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor agrees to provide Assignee with reasonable assistance, without expenditure of money, in recording this Trademark Assignment, including without limitation, the execution of

documents.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN TESTIMONY WHEREOF, Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 1st day of March, 1998.

MONSANTO COMPANY

By: [Signature]
Name: JAN S. WOLFE
Title: VP, Venture Capital

STATE OF Illinois)
COUNTY OF COOK) ss.:

On this 1st day of MARCH 1999, there appeared before me JAN S. WOLFE, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

Patrice A. Wells
Notary Public

