

10-26-1999



101185468

MPD
10-21-99

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

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

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

10/26/1999 NTHA11 00000082 75672209

FOR OFFICE USE ONLY

| | | | |
|----|--------|-------|----|
| 01 | FC:481 | 40.00 | OP |
| 02 | FC:482 | 25.00 | OP |
| 03 | FC:998 | 15.00 | 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: 001979 FRAME: 0714

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.

Elisa Raley

Elisa Raley

October 21, 1999

Name of Person Signing

Signature

Date Signed

11th VISION, L.L.C. ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of August 31, 1999, by and between 11th Vision, L.L.C. (whether doing business under the name 11th Vision, L.L.C., Saint Williams Properties or any other appellation), a Colorado limited liability company, having its principal place of business at 555 Corporate Circle, Golden, CO 80401 ("Assignor"), and Natural Supplement Association, Incorporated, a Colorado corporation ("Assignee"), having its principal place of business at 555 Corporate Circle, Golden, CO 80401.

W I T N E S S E T H:

WHEREAS, William N. Phillips (the managing member of Assignor), Assignee, NCP-EAS, L.P., NCP II Co-Investment Fund, L.P. and NCP Recapitalization Corp. are parties to a Stock Purchase Agreement and Agreement and Plan of Merger dated as of the date hereof (the "Recapitalization Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in, to, or under all of the 11th Vision Intellectual Property (as defined below), and Assignee desires to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in, to and under all of the Intellectual Property owned by Assignor, including but not limited to the items set forth on Schedule I hereto (collectively, the "11th Vision Intellectual Property"), together with (a) in the case of each Assigned Mark (as defined on Schedule I hereto), the portion of the applicant's business relating to such Assigned Mark, and (b) any and all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, and all claims for income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements thereof, with the right to compromise, sue for and collect such profits and damages; in each case to be held and enjoyed by Assignee, its successors and

assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

For all purposes of this Assignment, "Intellectual Property" means:

(a) any and all United States and foreign: (i) patents and applications, including all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof; (ii) trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration or renewal thereof and the goodwill of the business connected with the use thereof and the goodwill of the business symbolized thereby, and all right to apply for registration for any thereof and any rights corresponding thereto; (iii) copyrights and any other rights, including common law rights, corresponding thereto, including but not limited to all rights of registration and publication, rights to create derivative works, moral rights and all other rights which are incident to copyright ownership for the full term thereof, together with any and all registrations, renewals and extensions thereof; (iv) Software; (v) inventions, improvements, notes, records, developments, discoveries, processes, designs, formulae, trade secrets, know-how, and confidential business and technical information; and (vi) all other intellectual property and proprietary rights; and

(b) copies and tangible embodiments (in whatever form or medium, including electronic media), and licenses, of any of the foregoing;

in each case as used in, useful to, held for use in connection with, necessary for the conduct of, or otherwise material to, the Business.

For all purposes of this Agreement, "Software" means all computer software, including but not limited to application software and system software, including all source code and object code versions thereof, in any and all forms and media, whether recorded on paper, magnetic media or other electronic or non-electronic media (including data and related documentation, user manuals, training materials, flow charts, diagrams, descriptive tests and programs, computer print-outs, underlying tapes, computer databases and similar items), integrated circuits, embedded systems, and other electro-mechanical or processor based systems.

For all purposes of this Assignment, "Business" means any business in which the Assignee or Muscle Media 2000, Inc. or any other predecessor of the Assignee (i) is engaged as of the date hereof, (ii) to the knowledge of Assignor, or as set forth in

any writing prepared by Assignee prior to the date hereof, proposes to engage as of the date hereof or (iii) was engaged within three years prior to the date hereof.

For purposes of this Assignment only, "Intellectual Property" shall not include any right, title or interest in, to or under the Works (as defined in the 11th Vision Body for Life Assignment Agreement by and between the Assignor and Assignee).

2. Representation. The Assignor represents and warrants to the Assignee that (a) Assignor owns all right, title and interest in, to and under the rights granted to Assignee hereunder free of all liens, pledges and encumbrances; (b) the use of the 11th Vision Intellectual Property in the Business does not infringe or otherwise conflict with any rights of any person or entity in respect of any Intellectual Property (including the Works); (c) to the knowledge of the Assignor, none of the 11th Vision Intellectual Property is being infringed or otherwise used or available for use by any person or entity without a license or permission from the Assignor; (d) Assignor has taken all necessary actions to ensure full protection (except for such Intellectual Property as set forth on Schedule 2, as to which the Assignor has established protection which it reasonably and in good faith deems adequate) of the 11th Vision Intellectual Property under any applicable law; and (e) no claim or demand of any person has been made, or to the knowledge of the Assignor, threatened nor is there any litigation that is pending, or to the knowledge of the Assignor threatened that challenges Assignor's rights in respect of any or all of the 11th Vision Intellectual Property or asserts that Assignor is infringing or otherwise in conflict with, or is required to pay any royalty, license fee, charge or other amount with regard to, any or all of the 11th Vision Intellectual Property; (f) Assignor has not entered into any agreement, license, release, or order that restricts the right of Assignor or Assignee to exploit any or all of the 11th Vision Intellectual Property in any way; and (g) the execution, delivery, and performance of this Assignment by Assignor does not and will not conflict with, contravene, result in a violation or breach of or default under (with or without the giving of notice or the lapse of time or both), give rise to a right or claim of termination, amendment, modification, vesting, acceleration or cancellation of any right or obligation or loss of any material benefit under, or result in the creation of any lien (or any obligation to create any lien) upon any of Assignor's assets under any applicable law or any contract or other instrument to which Assignor is a party or by which it or any of its assets is bound.

3. Miscellaneous.

(a) All notices and other communications made in connection with this Assignment shall be in writing and shall be deemed to have been duly given if (i) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid,

(ii) transmitted by hand delivery, (iii) sent by next-day or overnight mail or delivery or (iv) sent by fax or telecopy, addressed as follows:

if to Assignor, to:

11th Vision, L.L.C.
555 Corporate Circle
Golden, CO 80401
Telephone: (303) 384-0080
Telecopy: (303) 384-0173

with copies to:

Sherman & Howard L.L.C.
3000 First Interstate Tower North
633 Seventeenth Street
Denver, Colorado 80202
Telecopy: (303) 298-0940
Telephone: (303) 297-2900
Attention: Andrew L. Blair, Jr., Esq.

and

Glen Stroehler
301 Commercial Road
Suite G
Golden, CO 80401
Telecopy: (303) 279-5270
Telephone: (303) 384-0086 x4012

if to Assignee, to:

Natural Supplement Association, Inc.
555 Corporate Circle
Golden, Colorado 80401
Telecopy: (303) 279-6465
Telephone: (303) 384-0080

or, in each case, at such other address as may be specified in writing to the other party hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the seventh business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, (z) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

(b) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(c) Assignor shall, and shall cause each of its affiliates to, from time to time, and with no additional consideration, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby. Assignor agrees to promptly execute any and all additional documents necessary to accomplish this Assignment.

(d) This Assignment shall not be assignable by either party without the prior written consent of the other, provided, that Assignee may assign this Assignment to any of its affiliates or to any lender to Assignee as security for obligations to such lender.

(e) This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of copyright, patent and trademark issues. In all other respects, except to the extent the laws of the states of Colorado mandatorily apply, and including as to its validity, interpretation and effect, this Agreement shall be governed by the internal laws of the state of New York without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby. Each party hereby irrevocably submits to the jurisdiction of the courts of the state of New York and the federal courts of the United States of America located in the county of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby. Each party hereby waives and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement hereof, or any such document or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts. Each party hereby consents to and grants any such court jurisdiction over

the person of such parties and over the subject matter of any such dispute and agree that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 3(a) or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect or any litigation directly or indirectly arising out of or relating to this Agreement, or the breach, termination or validity of this Agreement, or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each such party understands and has considered the implications of this waiver, (iii) each such party makes this waiver voluntarily, and (iv) each such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 3(e).

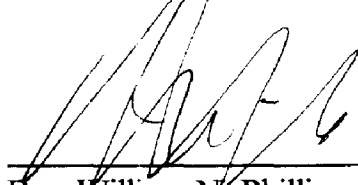
(f) This Assignment, including the Schedule hereto (when executed and delivered), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(g) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The headings contained in this Assignment are for purposes of convenience only and shall not affect the meaning or interpretation of this Assignment.

(h) Assignee's sole remedy for any breach under Section 2 of this Assignment shall be as provided in Section 8.1(a)(iii) of the Recapitalization Agreement.

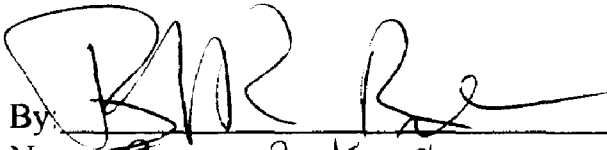
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

11TH VISION, L.L.C.



By: William N. Phillips, Managing Member

NATURAL SUPPLEMENT
ASSOCIATION, INCORPORATED



By: Brent R. Knudsen
Name: Brent R. Knudsen
Title: President

*Express Mail mailing label No. E109556105145
Date of Deposit October 21, 1999

I hereby certify that this paper or fee has been deposited with the United States Postal Service, at the Mail Post Office in Anchorage, Alaska under 37 CFR 201.11 and date indicated above, and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20504.

Elisa Raley
(Type or printed name of person mailing paper or fee)

Elisa Raley
(Signature of person mailing paper or fee)

STATE OF)

: SS.:

COUNTY OF)

)

On August 31, 1999, before me, the undersigned, personally appeared William N. Phillips, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Andrew S. Borodach

Notary Public

ANDREW S. BORODACH
Notary Public, State of New York
No. 01-6027020
Qualified in New York County
Commission Expires June 28, 2001

Express Mail mailing label No. EL095561051145

Date of Deposit: October 21, 1999

I hereby certify that this instrument was deposited with the United States Postal Service at the Post Office to Addressed Mailing Unit indicated above and that the Office of Patents and Trademarks, Washington, D.C.

Elisa Raley

(Name of person mailing paper)

Elisa Raley

(Signature of person mailing paper or fee)

11th Vision Intellectual Property

The trademark "Body for Life" (US Serial No. 75-672,209 in International Classes 9 and 16) and the trademark "Bill Phillips' Body for Life" (US Serial No. 75-678,291 in International Classes 9 and 16) (each, an "Assigned Mark")

The film "Body of Work"

"Champion Interview" film (interview with Abb Ansley)

"Champion Interview" film (interview with Drew Avery)

"Champion Interview" film (interview with Meredith Brown)

"Champion Interview" film (interview with Anthony Ellis)

"Champion Interview" film (interview with Porter Freeman)

"Champion Interview" film (interview with Everett Herbert)

"Champion Interview" film (interview with Jeff Seidman)

"Champion Interview" film (interview with Brad Wadlow)

"Champion Interview" film (interview with Ralph Zangara)

