

06-13-2000

5.19.00



To the Commissioner of Patents and Trad

1. Name of conveying party(ies):

Miriam Collins - Palm Beach Laboratories Co.

101378800

documents or copy thereof.
s of receiving party(ies):

- Individuals
- General Partnership
- Corporation-State of Minnesota
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 20, 1999

- Individual(s) citizenship
- General Partnership
- Corporation-State of
- Other: Minnesota Limited Liability Company
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)

75/785,677 STAR BURST

B. Trademark Reg. No.(s)/Mark(s)

See attached list

Additional numbers attached? Yes No

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

Name: J. Derek Vandenburg
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 47

7. Total fee (37 CFR 3.41): \$1190.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

J. Derek Vandenburg
Name of Person Signing

May 16, 2000
Date

Total number of pages including cover sheet, attachments, and document: 20

Do not detach this portion

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

Commissioner for Patents and Trademarks
Box Assignments
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.

06/12/2000 BNGUYEN 00000102 75785677

01 FC:481
02 FC:482

40.00 OP
1150.00 OP

TRADEMARK
REEL: 002083 FRAME: 0720

B. Trademark Reg. No.(s)/Mark(s)

REG. NO.	REG. DATE	TRADEMARK
930,645	03/07/1972	PROTEIN PLUS
935,086	05/30/1972	PROTEIN PLUS
984,103	05/14/1974	GOLDEN PLACENTA
1,027,673	12/16/1975	MEDICAL
1,036,061	03/23/1976	PALM BEACH
1,043,231	07/13/1976	MOISTEX
1,089,000	04/11/1978	PLACENTA PLUS
1,125,070	09/11/1979	PALM BEACH PLACENTA PLUS & Design
1,140,184	10/07/1980	FIRM & FILL
1,148,505	03/17/1981	PLACENTA PLUS OILY-OILY HAIR
1,148,580	03/24/1981	PLACENTA PLUS FOREVER 29
1,167,938	09/08/1981	HAIR SAVER
1,170,852	09/29/1981	NATURAL ESSENTIALS
1,211,064	09/28/1982	NICE N' THICK & Design
1,214,480	10/26/1982	NUCLEIC PLUS & Design
1,221,275	12/21/1982	HAIR THERAPY
1,232,435	03/29/1983	VP VITA-PRO & Design
1,239,092	05/24/1983	PALM BEACH
1,248,805	08/23/1983	ASPRISTICK PLUS & Design
1,267,575	02/21/1984	RADIANT GLO
1,281,200	06/12/1984	COLLAGEN PLUS
1,283,810	06/26/1984	COLLAGEN PLUS WRINKLE CONTROL DAYTIME CELLULAR SKIN REPAIR
1,320,269	02/19/1985	MEDICAL
1,403,693	08/05/1986	GEL NET & Design
1,409,117	09/16/1986	GEL SET
1,545,995	07/04/1989	SPRAY N' GEL
1,671,551	04/14/1992	VITALITY WAVE (Stylized)
1,676,489	02/25/1992	VITA-FUSION (Stylized)
1,677,274	03/03/1992	SUN DEFIANCE
1,734,176	11/17/1992	STRESS RELIEF
1,765,529	04/20/1993	STRESS THERAPY
1,781,006	07/13/1993	GLY MIRACLE
1,800,394	10/26/1993	QUALLA BIOLOGICAL
1,801,360	10/26/1993	THE MAGIC OF PLACENTA IS PLACENTA PLUS
1,816,494	01/11/1994	PEPPAR
1,827,987	03/29/1994	PLACENTA MAGIC & Design
1,876,279	01/31/1995	LUCKY KENTUCKY & Design
1,891,606	04/25/1995	GLY ADEX
1,950,112	01/23/1996	HAIR THERAPY (Stylized)
1,974,698	05/21/1996	BRILL SHEEN
1,978,479	06/04/1996	WINTER TAN
1,997,893	09/03/1996	GOBBLEDLY-GOOP
2,103,755	10/07/1997	LUCKY KENTUCKY
2,159,065	05/19/1998	PREVENT
2,162,880	06/02/1998	SEEDS OF YOUTH
2,283,900	10/05/1999	ALASKAN PRIDE ESKIMO ICE & Design

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of December 20, 1999, by and between Miriam Collins Palm Beach Laboratories Co. ("Seller"), a Minnesota corporation, and HIJ, LLC ("Buyer"), a Minnesota limited liability company.

Seller and Buyer (the "Parties") desire that Seller sell, transfer and assign to Buyer, and Buyer purchase from Seller, all of the assets and businesses of Seller (the "Business"), excluding only the Excluded Assets (as defined below), on the terms and for the consideration provided in this Agreement.

In consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, and subject to the terms and conditions set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the Closing (defined in Section 8.1), Seller shall sell, transfer, assign and convey to Buyer, and Buyer shall purchase, all the assets, properties, rights, interests, claims and business of Seller, as of the Closing, of every kind, nature and description, wherever located, whether now owned or hereafter acquired, whether tangible or intangible, real, personal or mixed, absolute or contingent, known or unknown, including (unless otherwise indicated in this Agreement), but not limited to the following (collectively, the "Assets"): (i) all inventories, accounts receivable, prepaid expenses, insurance policies, Intellectual Property (defined in Section 2.1(c)), Contracts (defined in Section 2.1(d)), Authorizations (defined in Section 2.10), furniture, equipment, tooling, molds, vehicles, marketing and sales materials, customer lists, business records, ledgers, books of account, and goodwill of Seller's business and operations, (ii) all of the assets listed on Schedule 2.1(b), and (iii) all of the assets, properties, rights, interests, claims and business reflected in the balance sheet of the Business as of a date no earlier than 1 business day before December 20, 1999 (the "Governing Balance Sheet"), prepared in accordance with generally accepted accounting principles and procedures consistently applied, and only with such changes as shall have occurred in the ordinary course of business and in compliance with this Agreement, but expressly excluding from the definition of Assets only the Excluded Assets.

1.2 Excluded Assets. Seller shall retain all of Seller's right, title and interest in and to, and there shall be excluded from sale, assignment or transfer to Buyer under this Agreement, only the assets listed on Schedule 1.2 (the "Excluded Assets"). Except as provided in Schedule 2.1(b), no Excluded Assets shall be included on the Governing Balance Sheet.

1.3 Purchase Price. [redacted]

[redacted]

(b) Equipment. [redacted]

(c) Patents, Trademarks, Formulas, Etc. Schedule 2.1(c) sets forth a list of all patents, trade names, trademarks, service marks, and copyrights held or used by or for the benefit of Seller in the conduct of the Business, and applications or registrations for, and invention disclosures which may result in, any of the foregoing, and any licenses pursuant to which any of the foregoing is held or used. "Intellectual Property" means letters patent and patent applications; tradenames, trademarks, servicemarks and any registrations thereof and applications therefor; copyrights and copyright registrations and applications; and inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, drawings and designs, computer software programs or hardware; and all amendments, modifications and improvements to any of the foregoing. As part of Schedule 2.1(c), Seller shall deliver to Buyer true and complete copies of all issuances, registrations, applications, disclosures, and certificates regarding such Intellectual Property, true and complete copies of all contracts with employees or others relating in whole or in part to disclosure, ownership, assignment or patenting of inventions or discoveries, confidential or proprietary information, product formulas, know-how, trade secrets or other Intellectual Property, and true and complete copies of all patent, trademark, trade name, copyright, know-how, trade secret or other Intellectual Property licenses granted at any time by or to Seller or for the conduct of the Business.

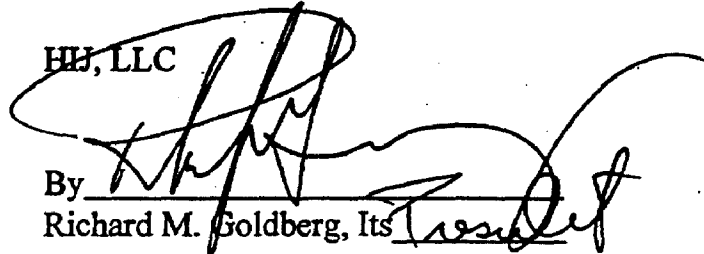
(d) Certain Contracts, Agreements, Etc. [redacted]

Each of Seller and Buyer has caused this Agreement to be executed in the manner appropriate for each, as of the date first above written.

MIRIAM COLLINS PALM BEACH
LABORATORIES CO.

By 
Ben B. Kaitz, Its President

HE, LLC

By 
Richard M. Goldberg, Its President

Schedule 2.1(c)

MIRIAM COLLINS PALM BEACH LABORATORIES COMPANY, INC.

Patents, Trademarks, Formulas, Etc.

1. Attached to this Schedule is a list and supporting documentation of the trademarks held or used by Seller

PALM BEACH BEAUTY PRODUCTS
Registered Trademarks

Alaskan Price Eskimo Ice
Amino Organic
Aspristick Plus & Design
Bee Pollen Plus
Brill Sheen
Collagen Plus
Creme Exceptionale
Drops of Youth
Firm & Fast
Firm & Fast Spritzon & Design
Firm & Fill
Gel Net
Gel Set
GlyaDex
Gly Miracle
Golden Placenta
Golden Valley
Hair Drops
Hair Saver
Hair Therapy
Herbs & Flowers
Lucky Kentucky
Medical
Method of curling hair (Invention)
Mimi Collins
Moistex
Mr. Palm Beach
Nice N'Thick & Design
Nucleic Plus
Palm Beach
Peppar Shampoo
Placenta Life
Placenta Net
Placenta Plus
Placenta Plus Forever 29
Precious Placenta
Prevent
Protein Care Net
Protein Plus
Qualla Biological
Radiant Glo
Seeds of Youth
Skin Saver
Skin Specialists Lotion
Spray-N-Gel
Stress Relief
Stress Therapy
Sun Defiance
VP Vita Pro (Stylized)
Vita-Fusion
Vitality
Winter Tan

PALM BEACH - Trademark Status Report

14-Feb-99

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0122 US 01 UNITED STATES	Pending	75/376211	20-Oct-97		
<u>Mark:</u> ALASKAN PRIDE ESKIMO ICE & DESIGN			<u>Atty:</u> PAW		
0922 0053 CA 01 CANADA	Registered			300908	15-Mar-85
<u>Mark:</u> ASPRISTICK PLUS			<u>Atty:</u> PAW		
0922 0053 US 01 UNITED STATES	Registered	352299		1248805	23-Aug-83
<u>Mark:</u> ASPRISTICK PLUS & DESIGN			<u>Atty:</u> JCB		
0922 0005 MN 01 MINNESOTA	Registered			015243	02-Feb-81
<u>Mark:</u> ASSUMED NAME			<u>Atty:</u> PAW		
0922 0055 MN 01 MINNESOTA	Registered			015241	02-Feb-81
<u>Mark:</u> ASSUMED NAME			<u>Atty:</u> PAW		
0922 0088 MN 01 MINNESOTA	Registered			015238	02-Feb-81
<u>Mark:</u> ASSUMED NAME			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0087 MX 01 MEXICO	Registered	96783	21-Sep-90	401202	23-Oct-91
Mark: AUSTRALIAN QUALLA BIOLOGICAL & DESIGN					
0922 0109 CA 01 CANADA	Registered	782261	08-May-95	459522	14-Jun-96
Mark: BRILL SHEEN					
0922 0109 MX 01 MEXICO	Registered	232890	26-May-95	610624	27-Nov-95
Mark: BRILL SHEEN					
0922 0109 US 01 UNITED STATES	Registered	74/603485	28-Nov-94	1974698	21-May-96
Mark: BRILL SHEEN					
0922 0058 CA 01 CANADA	Registered			272789	15-Oct-82
Mark: COLLAGEN PLUS					
0922 0058 US 02 UNITED STATES	Registered			1281200	12-Jun-84
Mark: COLLAGEN PLUS					
0922 0062 US 01 UNITED STATES	Registered			1283810	26-Jun-84
Mark: COLLAGEN PLUS WRINKLE CONTROL DAYTIME CEL					

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0071 CA 01 CANADA	Registered	579351	05-Mar-87	355418	05-May-89
<u>Mark:</u> FIRM & FAST SPRITZON Atty: PAW					
0922 0001 US 02 UNITED STATES	Registered	218829	07-Jun-79	1140184	07-Oct-80
<u>Mark:</u> FIRM & FILL Atty: PAW					
0922 0069 US 01 UNITED STATES	Registered	573648	16-Dec-85	1403693	05-Aug-86
<u>Mark:</u> GEL NET & DESIGN Atty: PAW					
0922 0070 US 01 UNITED STATES	Registered	73/580784	03-Feb-86	1409117	16-Sep-86
<u>Mark:</u> GEL SET Atty: PAW					
0922 0105 US 01 UNITED STATES	Registered	74/459253	15-Nov-93	1891606	25-Apr-95
<u>Mark:</u> GLY ADEX Atty: PAW					
0922 0099 CA 01 CANADA	Registered	728723	11-May-93	438734	03-Feb-95
<u>Mark:</u> GLY MIRACLE Atty: PAW					
0922 0099 MX 01 MEXICO	Registered	155646	30-Nov-92	452236	14-Feb-94
<u>Mark:</u> GLY MIRACLE Atty: PAW					

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0099 US 01 UNITED STATES	Registered	74/333055	20-Nov-92	1781006	13-Jul-93
Mark: GLY MIRACLE			Atty: PAW		
0922 0110 CA 01 CANADA	Registered	782262	08-May-95	459523	14-Jun-96
Mark: GOBBLEDY-GOOP			Atty: PAW		
0922 0110 MX 01 MEXICO	Registered	231791	15-May-95	519874	29-Mar-96
Mark: GOBBLEDY-GOOP			Atty: PAW		
0922 0110 US 01 UNITED STATES	Registered	74/603486	28-Nov-94	1997893	03-Sep-96
Mark: GOBBLEDY-GOOP			Atty: PAW		
0922 0097 MX 01 MEXICO	Registered	155647	30-Nov-92	537340	27-Nov-96
Mark: GOLDEN PLACENTA			Atty: PAW		
0922 0097 US 01 UNITED STATES	Registered	72/431875		984103	14-May-74
Mark: GOLDEN PLACENTA			Atty: JSS		
0922 0042 MX 01 MEXICO	Registered	155648	30-Nov-92	466713	18-Jul-94
Mark: HAIR SAVER			Atty: PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0042 US 01 UNITED STATES	Registered			1167938	08-Sep-81
<u>Mark:</u> HAIR SAVER			<u>Atty:</u> JCB		
0922 0043 US 01 UNITED STATES	Registered			1221275	21-Dec-82
<u>Mark:</u> HAIR THERAPY			<u>Atty:</u> PAW		
0922 0043 US 02 UNITED STATES	Registered	74/502943	17-Mar-94	1950112	23-Jan-96
<u>Mark:</u> HAIR THERAPY (STYLIZED)			<u>Atty:</u> PAW		
0922 0106 JP 01 JAPAN	Registered	875748	10-Jul-96	4137673	17-Apr-98
<u>Mark:</u> LUCKY KENTUCKY			<u>Atty:</u> PAW		
0922 0106 US 02 UNITED STATES	Registered	74/579856	29-Sep-94	2103755	07-Oct-97
<u>Mark:</u> LUCKY KENTUCKY			<u>Atty:</u> PAW		
0922 0106 CC 01 CHINA, PEOPLE'S REPUBLI	Pending	9700110401	20-Oct-97		
<u>Mark:</u> LUCKY KENTUCKY & DESIGN			<u>Atty:</u> PAW		
0922 0106 CA 01 CANADA	Registered	763880	14-Sep-94	450242	17-Nov-95
<u>Mark:</u> LUCKY KENTUCKY AND DESIGN			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0106 US 01 UNITED STATES	Registered	74/502941	21-Mar-94	1876279	31-Jan-95
<u>Mark:</u> LUCKY KENTUCKY AND DESIGN			<u>Atty:</u> PAW		
0922 0106 MX 01 MEXICO	Registered	212657	21-Sep-94	503455	08-Sep-95
<u>Mark:</u> LUCKY KENTUCKY & DESIGN			<u>Atty:</u> PAW		
0922 0095 US 02 UNITED STATES	Registered	74/801259	16-Jul-92	1801360	26-Oct-93
<u>Mark:</u> MAGIC OF PLACENTA IS PLACENTA PLUS			<u>Atty:</u> PAW		
0922 0121 KS 01 KOREA (SOUTH)	Pending	9748600	17-Oct-97		
<u>Mark:</u> MANE, HAIR & BODY & DESIGN			<u>Atty:</u> PAW		
0922 0121 KS 02 KOREA (SOUTH)	Pending	9748602	17-Oct-97		
<u>Mark:</u> MANE, HAIR & BODY & DESIGN			<u>Atty:</u> PAW		
0922 0121 TA 01 TAIWAN	Pending	86053821	18-Oct-97		
<u>Mark:</u> MANE, HAIR & BODY & DESIGN			<u>Atty:</u> PAW		
0922 0007 US 01 UNITED STATES	Registered	73/055120	13-Jun-75	1027673	16-Dec-75
<u>Mark:</u> MEDICAL			<u>Atty:</u> JCB		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0007 US 02 UNITED STATES	Registered	73/332536		1320269	19-Feb-85
<u>Mark:</u> MEDICAL			Atty: JCB		
0922 0011 US 01 UNITED STATES	Registered	73/054918	12-Jun-75	1043231	13-Jul-76
<u>Mark:</u> MOISTEX			Atty: JCB		
0922 0045 US 01 UNITED STATES	Registered	254239		1170852	29-Sep-81
<u>Mark:</u> NATURAL ESSENTIALS			Atty: JCB		
0922 0057 US 01 UNITED STATES	Registered			1211064	28-Sep-82
<u>Mark:</u> NICE N' THICK & DESIGN			Atty: JCB		
0922 0037 US 01 UNITED STATES	Registered	197762		1214480	26-Oct-82
<u>Mark:</u> NUCLEIC PLUS & DESIGN			Atty: JCB		
0922 0005 CA 01 CANADA	Registered	388846	19-Aug-75	218695	04-Feb-77
<u>Mark:</u> PALM BEACH			Atty: PAW		
0922 0005 JP 01 JAPAN	Registered	879296	18-Jul-96	4137680	17-Apr-98
<u>Mark:</u> PALM BEACH			Atty: PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0005 MX 01 MEXICO	Registered	97646	03-Feb-76	256164	03-Feb-76
<u>Mark:</u> PALM BEACH			<u>Atty:</u> PAW		
0922 0005 MX 02 MEXICO	Registered	97645	03-Feb-76	195681	03-Feb-76
<u>Mark:</u> PALM BEACH			<u>Atty:</u> PAW		
0922 0005 US 01 UNITED STATES	Registered	73/049143		1036061	23-Mar-76
<u>Mark:</u> PALM BEACH			<u>Atty:</u> PAW		
0922 0005 US 02 UNITED STATES	Registered			1239092	24-May-83
<u>Mark:</u> PALM BEACH			<u>Atty:</u> PAW		
0922 0005 GB 01 GREAT BRITAIN	Registered	1429471	20-Jun-90	1429471	10-Jan-92
<u>Mark:</u> PALM BEACH BEAUTY PRODUCTS & DESIGN			<u>Atty:</u> PAW		
0922 0034 US 01 UNITED STATES	Registered	178544	17-Jul-78	1125070	11-Sep-79
<u>Mark:</u> PALM BEACH PLACENTA PLUS & DESIGN			<u>Atty:</u> PAW		
0922 0098 CA 01 CANADA	Registered	727151	20-Apr-93	439464	17-Feb-95
<u>Mark:</u> PEPPAR			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0098 MX 02 MEXICO	Pending	155649			
<u>Mark:</u> PEPPAR			<u>Atty:</u> PAW		
0922 0098 US 01 UNITED STATES	Registered	74/346581	08-Jan-93	1816494	11-Jan-94
<u>Mark:</u> PEPPAR			<u>Atty:</u> PAW		
0922 0098 MX 01 MEXICO	Registered	155649	30-Nov-92	452237	14-Feb-94
<u>Mark:</u> PEPPAR & DESIGN			<u>Atty:</u> PAW		
0922 0102 MX 01 MEXICO	Pending	166531	29-Apr-93		
<u>Mark:</u> PLACENTA MAGIC			<u>Atty:</u> PAW		
0922 0102 US 01 UNITED STATES	Registered	74/406503	28-Jun-93	1827987	29-Mar-94
<u>Mark:</u> PLACENTA MAGIC			<u>Atty:</u> PAW		
0922 0006 CA 01 CANADA	Registered	403098	14-Oct-76	233348	01-Jun-79
<u>Mark:</u> PLACENTA PLUS			<u>Atty:</u> PAW		
0922 0006 MX 01 MEXICO	Pending	96784	21-Sep-90		
<u>Mark:</u> PLACENTA PLUS			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0006 US 02 UNITED STATES	Registered	73/128534	31-May-77	1089000	11-Apr-78
<u>Mark:</u> PLACENTA PLUS			<u>Atty:</u> PAW		
0922 0032 CA 01 CANADA	Registered			275621	07-Jan-83
<u>Mark:</u> PLACENTA PLUS FOREVER 29			<u>Atty:</u> PAW		
0922 0032 US 01 UNITED STATES	Registered			1148580	24-Mar-81
<u>Mark:</u> PLACENTA PLUS FOREVER 29			<u>Atty:</u> JCB		
0922 0040 US 01 UNITED STATES	Registered	208732	26-Mar-79	1148505	17-Mar-81
<u>Mark:</u> PLACENTA PLUS OILY-OILY HAIR			<u>Atty:</u> PAW		
0922 0116 US 01 UNITED STATES	Registered	75/319961	07-Jul-97	2159065	19-May-98
<u>Mark:</u> PREVENT			<u>Atty:</u> PAW		
0922 0065 US 01 UNITED STATES	Registered	72/362955	18-Jun-70	930645	07-Mar-72
<u>Mark:</u> PROTEIN PLUS			<u>Atty:</u> PAW		
0922 0065 US 02 UNITED STATES	Registered	72/362955	18-Jun-70	935086	30-May-72
<u>Mark:</u> PROTEIN PLUS			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0087 MX 02 MEXICO	Registered	164889	02-Apr-93	445986	08-Nov-93
<u>Mark:</u> QUALLA BIOLOGICAL			<u>Atty:</u> PAW		
0922 0087 US 02 UNITED STATES	Registered	74/365123	05-Mar-93	1800394	26-Oct-93
<u>Mark:</u> QUALLA BIOLOGICAL			<u>Atty:</u> PAW		
0922 0087 CA 02 CANADA	Registered	725679	29-Mar-93	427654	20-May-94
<u>Mark:</u> QUALLA BIOLOGICAL & DESIGN			<u>Atty:</u> PAW		
0922 0061 MX 01 MEXICO	Registered	155650	30-Nov-92	487694	20-Apr-95
<u>Mark:</u> RADIANT GLO			<u>Atty:</u> PAW		
0922 0061 US 01 UNITED STATES	Registered			1267575	21-Feb-84
<u>Mark:</u> RADIANT GLO			<u>Atty:</u> JCB		
0922 0119 CA 01 CANADA	Pending	848604	19-Jun-97		
<u>Mark:</u> SEEDS OF YOUTH			<u>Atty:</u> PAW		
0922 0119 US 01 UNITED STATES	Registered	75/219644	30-Dec-96	2162880	02-Jun-98
<u>Mark:</u> SEEDS OF YOUTH			<u>Atty:</u> PAW		

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0046 CA 01 CANADA	Registered			285509	02-Dec-83
<u>Mark:</u> SKIN SAVER				<u>Atty:</u> PAW	
0922 0079 US 01 UNITED STATES	Pending				
<u>Mark:</u> SPRAY N' GEL				<u>Atty:</u> PAW	
0922 0080 US 01 UNITED STATES	Registered	73/756289	06-Oct-88	1545995	04-Jul-89
<u>Mark:</u> SPRAY N' GEL				<u>Atty:</u> PAW	
0922 0094 US 01 UNITED STATES	Registered	74/263485	07-Apr-92	1734176	17-Nov-92
<u>Mark:</u> STRESS RELIEF				<u>Atty:</u> PAW	
0922 0096 US 01 UNITED STATES	Registered	74/306665	24-Aug-92	1765529	20-Apr-93
<u>Mark:</u> STRESS THERAPY				<u>Atty:</u> PAW	
0922 0084 US 01 UNITED STATES	Registered	73/820621	21-Aug-89	1677274	03-Mar-92
<u>Mark:</u> SUN DEFIANCE				<u>Atty:</u> PAW	
0922 0089 CA 01 CANADA	Registered	671349	28-Nov-90	403890	23-Oct-92
<u>Mark:</u> VITA-FUSION				<u>Atty:</u> PAW	

<u>MG Number</u>	<u>Status</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
0922 0089 MX 01 MEXICO	Registered	103508	19-Dec-90	393681	19-Apr-91
<u>Mark:</u> VITA-FUSION			<u>Atty:</u> PAW		
0922 0089 US 01 UNITED STATES	Registered	74/109709	26-Oct-90	1676489	25-Feb-92
<u>Mark:</u> VITA-FUSION (STYLIZED)			<u>Atty:</u> PAW		
0922 0091 US 01 UNITED STATES	Registered	74/130553	15-Jan-91	1671551	14-Jan-92
<u>Mark:</u> VITALITY WAVE (STYLIZED)			<u>Atty:</u> PAW		
0922 0055 US 01 UNITED STATES	Registered			1232435	29-Mar-83
<u>Mark:</u> VP VITA-PRO & DESIGN			<u>Atty:</u> JCB		
0922 0113 CA 01 CANADA	Registered	796477	02-Nov-95	474301	08-Apr-97
<u>Mark:</u> WINTER TAN			<u>Atty:</u> PAW		
0922 0113 US 01 UNITED STATES	Registered	74/703077	19-Jul-95	1978479	04-Jun-96
<u>Mark:</u> WINTER TAN			<u>Atty:</u> PAW		

END OF REPORT