

5.16.00

RECORDATION

06-09-2000

TF



Tab settings

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

101376665

1. Name of conveying party(ies) M S International Laboratories, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

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

3. Nature of conveyance:

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

Execution Date: JUNE 25, 1998

2. Name and address of receiving party(ies)

Name: Walden-Hays, Inc.

Internal Address:

Street Address: 853 Broadway

City: New York State: NY ZIP: 10003

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,966,799

Additional numbers attached? Yes No

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

Name: Rowena DeLeon

Internal Address:

Street Address: 33 Benedict Place

City: Greenwich State: CT ZIP: 06836

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 03-1595

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH

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.

ROWENA DELEON

Name of Person Signing

Signature

5/16/2000

Date

Total number of pages including cover sheet, attachments, and document: 3

TRADEMARK ASSIGNMENT

Agreement dated as of June 25, 1998 between Walden-Hays, Inc., located at 853 Broadway, New York, New York, 10003, (hereinafter referred to as "Assignee"), and M S International Laboratories, Inc., located at 5325 Elkhorn Boulevard, Suite 288, Sacramento, California 95842, (hereinafter referred to as "Assignor").

WHEREAS, Assignor has used the mark TAKE CONTROL (the "Trademark") on and in connection with nutritional supplements and herbal tea products, and represents that it is the owner of said mark and the following trademark registration in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
TAKE CONTROL	1966799	April 9, 1996

WHEREAS, Assignee is desirous of acquiring said Trademark and the registration therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed:

1. Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, together with the good will of the business symbolized by the mark, and the above identified registration thereof. Assignor agrees that it shall not challenge Assignee's right to use or register the mark TAKE CONTROL. Assignor further agrees, upon the request of Assignee, to execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to consummate more effectively the purchase and sale of the Trademark and to vest in Assignee good title to the Trademark.

2. Assignee shall pay to Assignor the sum of \$20,000.00 upon the execution of this Agreement.

3. Assignor agrees that it shall discontinue all use of the Trademark within two (2) months of the date of this Agreement.

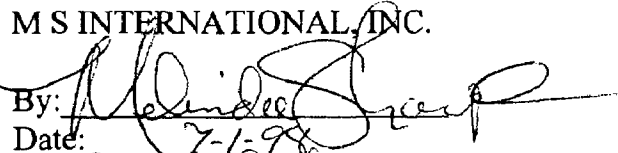
4. This Agreement sets forth the entire Agreement between the parties, and supercedes any and all other agreements between the parties, whether written or oral, on the same subject matter. The terms hereof may not be changed or modified except by an instrument in writing duly signed on behalf of Assignee and Assignor. This Agreement shall be executed in two counterparts, each of which shall be considered an original.

5. Each of the parties below are officers of their respective corporations and hereby acknowledge that they have the authority to bind their respective parties to this Agreement.

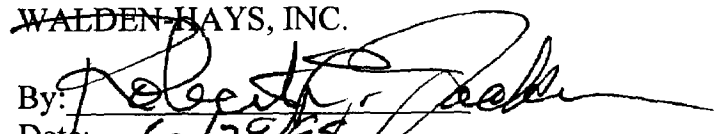
6. This Agreement shall be binding upon the parties, their successors and assigns, and all others acting by, through or in privity therewith.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed in their respective names as of the day and year first above written

M S INTERNATIONAL, INC.

By: 
Date: 7-1-98
Title: President

~~WALDEN HAYS, INC.~~

By: 
Date: 6/29/98
Title: President