

08-04-2000



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Docket No.:

PAY1.OPN.02 (#2)

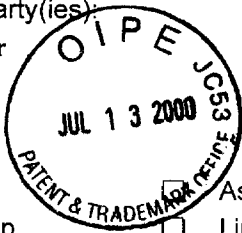
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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Richard T. Waggoner



- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: June 23, 2000

2. Name and address of receiving party(ies):

Name: The Mind Power Institute

Internal Address: _____

Street Address: 1582 West Deere Avenue, Suite C

City: Irvine State: CA ZIP: 92606

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/428,935
75/979,596

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Joseph C. Andras

Internal Address: _____

Street Address: 650 Town Center Drive, Suite 650

City: Costa Mesa State: CA ZIP: 92626

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1960

DO NOT USE THIS SPACE

08/03/2000 NTHA11 00000081 75428935

01 FC:481	40.00 OP
02 FC:482	25.00 OP
03 FC:483	15.00 OP

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.

Joseph C. Andras

Name of Person Signing

Signature

July 7, 2000

Date

Total number of pages including cover sheet, attachments, and 4

ASSIGNMENT

(Richard T. Waggoner ---> The Mind Power Institute)

WHEREAS, Richard T. Waggoner, an individual having a residence at 332 Santa Louisa, Irvine, California 92606 ("Assignor"), owns certain right, title and interest in and to various forms of "Intellectual Property" associated with the business of the Assignee (identified below) including, without limitation, copyrights, trade names, trademarks, service marks, service names, trade secrets, designs, licenses, patents, and know-how (whether related to any of the foregoing or otherwise) (including pending applications for any of the foregoing) and, more particularly, at least a joint right, title and interest in and to the trademark IMMUTOL and corresponding trademark applications including but not limited to applications no. 75-428,935 and 75-979,596 more fully identified in Schedule A attached hereto (the "Mark"), together with the goodwill associated therewith.

WHEREAS, The Mind Power Institute (also doing business as Alternative Treatment Information Network and/or as A.T.I.N.), a California corporation having a principal place of business at 1582 West Deere Ave., Suite C, Irvine, California 92606 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to all of Assignor's Marks, together with the goodwill associated therewith.

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

1. Intellectual Property Generally

Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Intellectual Property. Assignor further agrees to execute suitable assignments as requested by Assignee or its designee and to provide Assignee or its designee with reasonable assistance in registering the Intellectual Property in the United States and in other countries, as desired by Assignee.

2. Known Trademark (IMMUTOL)

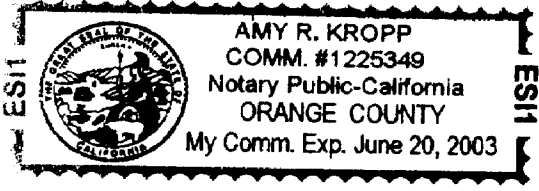
Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Mark, together with the goodwill associated therewith, all common law and statutory right, title and interest in the Mark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Mark.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 23 day of June 2000.

Richard T. Waggoner
Richard T. Waggoner

State of California)
County of Orange) ss.:

On this 23rd day of June, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard T. Waggoner personally ~~known to me~~ or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
Notary Public

Schedule A

Mark	Filing Date	Application No.	Goods
IMMUTOL	Feb 04, 1998	75-428,935	(Int. Cl. 3) Skin Care Products, Namely, Skin Creams, Face Creams, And Sun Protection Lotions, Sun Protection Oils, Sun Protection Gels
IMMUTOL	Feb 24, 2000 (Filing date of the Request to Divide submitted in Parent application no. 75-428,935)	75-979,596	(Int. Cl. 5) Ingestible Immune System Products, Namely, Dietary Supplements For The Enhancement Of The Immune System For Both Humans And Animals