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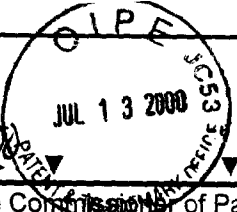
08-04-2000



101423215

D \$
Docket No.:

PAY1.OPN.02



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

1. Name of conveying party(ies):
Richard T. Waggoner

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

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

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

Name: **IMMUNOCORP**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 23, 2000**

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

A. Trademark Application No.(s)

75/535,925 75/634,987 76/031,712
75/538,089 75/751,493
75/595,042 75/887,744

Additional numbers Yes No

B. Trademark Registration No.(s)

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:..... **7**

7. Total fee (37 CFR 3.41):.....\$ **\$280.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

01-1960

08/03/2000 NTHAI1 00000080 75535925
01 FC:481 40.00 OP
02 FC:482 150.00 OP

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.

Joseph C. Andras *[Signature]* **July 7, 2000**

Name of Person Signing Signature Date

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

Refund Ref: 08/03/2000 NTHAI1 0000056488

CHECK Refund Total: \$90.00

4

ASSIGNMENT

(Richard T. Waggoner ---> Immunocorp)

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, those trademarks and corresponding United States trademark applications identified in Schedule A attached hereto (the "Marks"), together with the goodwill associated therewith.

WHEREAS, Immunocorp, 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 Intellectual Property including but not limited to the 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 Trademarks (Various)

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 Marks, together with the goodwill associated therewith, all common law and statutory right, title and interest in the Marks, 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 Marks.

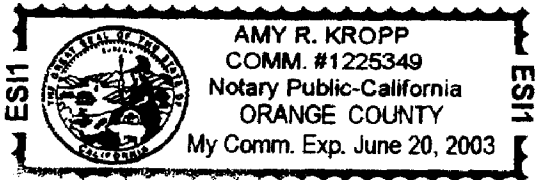
IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 23 day of June 2000.

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.

Amy R. Kropp
Notary Public



Schedule A

Mark	Filing Date	Application No.	Goods
IMMUNOCORP	Aug 13, 1998	75-535,925	Distributorship Services In The Field Of Natural Immune Enhancing Pills And Capsules For Humans And Animals
IMMUNOPEP	Aug 17, 1998	75-538,089	Natural Nutritional and Dietary Supplement Pills and Capsules for Immune Enhancement in Humans
PROMAXITOL	Nov 14, 1998	75-595,042	Nutritional Supplement for Maximum Protein Utilization and Nutrient Uptake to Increase Lean Body Mass
NBG	Feb 04, 1999	75-634,987	Natural Nutritional And Dietary Supplement Pills And Capsules For Immune Enhancement In Humans`
IMMUNOPEP	Jun 28, 1999	75-751,493	Natural Nutritional and Dietary Supplement for Immune Enhancement in Animals
IMMUDERM	Jan 05, 2000	75-887,744	Skin Care Products For Diminishing Wrinkles And Repairing Damaged Skin
STOPGETTINGSICK.COM	Apr 20, 2000	76-031,712	presently unknown