

08-23-2000



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Original documents or copy thereof

MIR 7-27-00

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):  
Iron-Tek Nutrition, Inc.

( ) Individual ( ) Association  
( ) General Partnership ( ) Limited Partnership  
(✓) Corporation - NY ( ) 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: July 5, 2000

2. Name and Address of receiving party(ies):  
Name: Consac Industries, Inc.  
Internal Address: Attn: Vice President, Finance  
Street Address: 180 Motor Parkway, Hauppauge, NY 11788

( ) Individual(s) Citizenship:  
( ) Association:  
( ) General Partnership:  
( ) Limited Partnership:  
(✓) Corporation: NY  
( ) 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 trademark number(s):

A. Trademark Application No.(s)			
76/016,474	76/016,318	76/016,116	75/943,540
75/913,482	75/899,893	75/594,958	75/574,014
75/554,904	75/553,593	75/553,592	75/553,591
75/540,663	75/540,585	75/531,871	75/528,353
75/528,350	75/528,274		

B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Elisabeth A. Evert, Esq.  
Internal Address: Sidley & Austin  
Street Address: 717 North Harwood St., Suite 3400  
City: Dallas State: TX ZIP: 75201

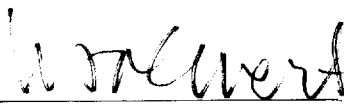
6. Total number of applications and registrations involved:  
18

7. Total fee (37 CFR 3.41).....\$ 465.00  
(✓) Enclosed  
(✓) Authorized to be charged to deposit account

8. Deposit account number: 18-1260  
(Attach duplicate copy of this page if paying by deposit account)

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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.*

Elisabeth A. Evert, Esq.  July 21, 2000  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet 1

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## ASSIGNMENT OF TRADEMARKS

WHEREAS Iron-Tek Nutrition, Inc., a New York corporation ("Assignor"), is the owner of the trademarks set forth in the attached Schedule A, all common rights relating thereto, and all applications relating thereto (the "Trademarks");

WHEREAS Assignor, by virtue of the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), among Assignor, William Zaccaria and Consac Industries, Inc., a New York corporation ("Assignee"), has agreed to assign and transfer to Assignee the Trademarks and the goodwill of the business associated therewith, if any; and

WHEREAS Assignor and Assignee wish to memorialize the assignment and transfer to Assignee of the Trademarks and the goodwill of the business associated therewith.

NOW, THEREFORE, Assignor does, for good and value consideration, including that provided in the Purchase Agreement, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all right, title and interest of Assignor in and to the Trademarks, together with the entire goodwill of the business associated therewith, and in and to all income, royalties, damages and payment now or hereafter due or payable with respect thereto, and in and to all causes of action (either at law or in equity) and the rights to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. Assignor hereby agrees to execute, acknowledge, perform and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, and any instruments of further assurances, approvals and consents as may be necessary or advisable in order to complete, assure and perfect the conveyance and transfer to Buyer (and its successors and assigns) all Seller's estate, right, title and interest in and to the rights transferred hereby.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed on the 5th day of ~~June~~ July, 2000.

IRON-TEK NUTRITION, INC.

By: 

Name: William Zaccaria

Title: Secretary

**SCHEDULE A  
TRADEMARKS – U.S.**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>ALLOWANCE FILED</b>	<b>APPLICANT</b>	<b>STATUS</b>
<b>Total Nutrition Cookie</b>	<b>76-016,474</b>	April 3, 2000	--	Iron-Tek Nutrition, Inc.	Pending
<b>Prosnack</b>	<b>76-016,318</b>	April 3, 2000	--	Iron-Tek Nutrition, Inc.	Pending
<b>Iron-Tek</b>	<b>76-016,116</b>	April 3, 2000	--	Iron-Tek Nutrition, Inc.	Pending
<b>Andro-Tek</b>	<b>75-943,540</b>	March 14, 2000	--	Iron-Tek Nutrition, Inc.	Pending
<b>Thyro-Tek</b>	<b>75-913,482</b>	February 8, 2000	--	Iron-Tek Nutrition, Inc.	Pending
<b>Nor-Tek</b>	<b>75-899,893</b>	January 21, 1999	--	Iron-Tek Nutrition, Inc.	Pending
<b>Whey-Tek</b>	<b>75-594,958</b>	November 25, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Nor-Tek Advanced Andro Stack</b>	<b>75-574,014</b>	October 28, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Vita Stim</b>	<b>75-554,904</b>	September 17, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Crea-Tek</b>	<b>75-553,593</b>	September 15, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Advanced Muscleguard Technology Matrix</b>	<b>75-553,592</b>	September 15, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Advanced Multi-Species Protein Matrix</b>	<b>75-553,591</b>	September 15, 1998	November 16, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Advanced Performance Nutrition</b>	<b>75-540,663</b>	August 21, 1998	--	Iron-Tek Nutrition, Inc.	Abandoned Nov 22/99
<b>Thermo-Tek</b>	<b>75-540,585</b>	August 21, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending
<b>Iron-Tek Advance Performance Nutrition</b>	<b>75-531,871</b>	August 6, 1998	--	Iron-Tek Nutrition, Inc.	Pending
<b>Competition Nutrition</b>	<b>75-528,353</b>	July 30, 1998	--	Iron-Tek Nutrition, Inc.	Abandoned Nov 22/99
<b>Competition Sports Nutrition</b>	<b>75-528,350</b>	July 30, 1998	--	Iron-Tek Nutrition, Inc.	Abandoned Nov 22/99
<b>Iron-Tek Nutrition</b>	<b>75-528,274</b>	July 30, 1998	September 28, 1999	Iron-Tek Nutrition, Inc.	Pending