

10-11-2000

Attorney Docket No. 19305-001000, -001600

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

101484315

To the Honorable Commissioner of Patents and Trademark

Attachments or copy thereof.

1. Name of conveying party(ies):

GTC Nutrition Company (now known as GTC Nut Company)

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

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

Execution Date effective March 31, 2000 8-28-00

2. Name and address of receiving party(ies)

Name: Golden Partners, LLC
 Internal Address:
 Street Address: 14252 W. 44th Avenue, Unit F
 City: Golden State: CO ZIP: 80403

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

Other: limited liability company (Colorado)
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 75/774,082 MISC. DESIGN

B. Trademark Registration No(s): 1,752,177 NUTRAFLORA

Additional numbers attached? Yes No

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

Name Darin J. Gibby
 TOWNSEND AND TOWNSEND AND CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (303) 571-4000

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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

10/11/2000 AMMEDI 0000041 201430 75774082

DO NOT USE THIS SPACE

01 EC-401 40.00 CH
02 FGS-102 25.00 CH

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Darin J. Gibby
Name of Person Signing

8/21/00
Date

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

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002153 FRAME: 0051

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This ASSIGNMENT, effective March 31, 2000, made by GTC Nutrition Company (now known as GTC Nut Company), a Colorado corporation, having a business address and situs at 4455 Table Mountain Dr., Golden, CO 80403(hereinafter "ASSIGNOR") to Golden Partners, LLC, a Colorado limited liability company, having a business address and situs at 14252 W. 44th Avenue, Unit F, Golden, Colorado 80403 (hereinafter "ASSIGNEE");

WHEREAS, ASSIGNOR adopted and used or otherwise owned trademarks set forth in SCHEDULE A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof and all rights to sue and recover for past infringement thereof, being collectively referred to herein as the "ASSIGNED TRADEMARKS";

WHEREAS, ASSIGNEE and ASSIGNOR wish to transfer record title to the ASSIGNED TRADEMARKS and to execute a document suitable for recordation in the United States Patent and Trademark Office and all other patent and trademark offices worldwide where the ASSIGNED TRADEMARKS are filed:

WHEREAS, on April 19, 2000, after the effective date of this assignment, ASSIGNEE changed its corporate name from GTC Nutrition Company to GTC Nut Company;

NOW THEREFORE, pursuant to a General Conveyance, Bill of Sale and Assignment dated March 31, 2000, and in consideration of Ten Dollars (\$10.00) paid by ASSIGNEE to ASSIGNOR and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR did, on the effective date listed above, grant, assign, transfer, convey and deliver to ASSIGNEE all ASSIGNOR's right, title and interest in, to and under the ASSIGNED MARKS throughout the world, together with the goodwill of the business in connection with which the ASSIGNED TRADEMARKS have been used in the United States or any other country or countries.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed by their duly authorized representatives.

ASSIGNOR: GTC NUT COMPANY (formerly GTC NUTRITION COMPANY)

By: [Signature]
Name: _____
Title: Secretary

Date: August 11, 2000

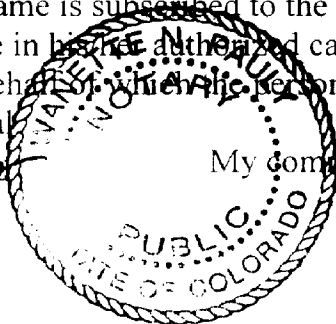
STATE OF COLORADO)

COUNTY OF Jefferson

On this 11th day of August, 2000, before me Wanette N. Pauly, personally appeared Jill B. WISSON, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Wanette N. Pauly
NOTARY PUBLIC



My commission expires: 6-3-2004

ASSIGNEE: GOLDEN PARTNERS, LLC

By: [Signature]
Patrick B. Smith
Manager

Date: August 11, 2000

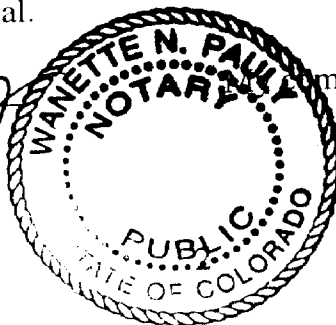
STATE OF COLORADO)

COUNTY OF Jefferson

On this 11th day of August, 2000, before me Wanette N. Pauly, personally appeared Patrick B. Smith, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Wanette N. Pauly
NOTARY PUBLIC



My commission expires: 6-3-2004

SCHEDULE A

COUNTRY	MARK	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE
U.S.	MISC. DESIGN (Leaf Design)	75/774,082	08/12/99
U.S.	FLORA WAR	75/743,250 2,350,102	07/06/99 05/16/00
U.S.	GROWS GOOD HEALTH	75/405,493 2,268,425	12/15/97 08/10/99
U.S.	NUTRAFLORA	74/239,676 1,752,177	01/23/92 02/16/93
U.S.	BIOSWEET 55	73/699,434 1,543,773	12/07/87 06/13/89
AUSTRALIA	MISC. DESIGN (Leaf Design)	801119	07/21/99
AUSTRALIA	NUTRAFLORA	674994 674994	10/11/95 03/07/97
CANADA	MISC. DESIGN (Leaf Design)	1024323	07/30/99
MEXICO	MISC. DESIGN (Leaf Design)	387711	08/19/99
MEXICO	MISC. DESIGN (Leaf Design)	387710 629800	08/19/99 10/26/99
MEXICO	NUTRAFLORA	327664 628920	03/27/98 10/18/99

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