

FORM PTO-1618A  
Expires 08/30/99  
OMB 0651-0027

11-20-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

MRD  
1116100



101521917  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name Nature's Way Products, Inc.

Execution Date  
Month Day Year  
11 02 2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Utah

**Receiving Party**

Mark if additional names of receiving parties attached

Name PR Pharmaceuticals, Inc.

DBA/AKA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1512 Webster Court

Address (line 2) \_\_\_\_\_

Address (line 3) Fort Collins

Colorado

80524

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Colorado

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Steve R. Howe

11/2/2000

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

### Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is made as of the 2nd day of November, 2000, by and between NATURE'S WAY PRODUCTS, INC., a Utah corporation with an address of 10 Mountain Springs Parkway, Springville, Utah 84663 ("Assignor"), and PR PHARMACEUTICALS, INC., a Colorado corporation with an address of 1512 Webster Court, Fort Collins, Colorado 80524 ("Assignee").

### RECITALS

- A. Assignor is the owner of all right, title and interest, including goodwill, in and to the trademark "PR," which bears U.S. Registration No. 1,284,917 issued on July 10, 1984 (the "Mark").
- B. Assignor desires to assign to Assignee the Mark for the consideration stated herein.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual promises set forth herein, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in the Mark, including all of the goodwill Assignor associated with the goods to which the Mark pertains.
2. Consideration. Contemporaneously with the execution and delivery of this Agreement, Assignee shall have paid to Assignor an amount equal to \$7,500.00, as full consideration for the assignment of the Mark granted hereunder. Assignor acknowledges receipt and adequacy of the consideration.
3. Warranties. Assignor warrants to Assignee that Assignor is the beneficial owner of the Mark, that Assignor has all requisite power and authority to enter into this Assignment, that this Assignment has been duly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms, and that the Mark is owned by Assignor free and clear of any liens, claims or encumbrances.


4. Covenants. Assignor will not adopt any imitations of, or confusingly similar substitutes for the Mark. Assignor will not attack, dispute or contest, directly or indirectly, Assignee's rights in or to the Mark or the validity of any of Assignee's registrations thereon.

5. Further Assurances; Binding Nature. Assignor agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments reasonably necessary to carry out the intent of this Assignment and specifically to take whatever reasonable action is necessary to confirm and record this Assignment with the United States Patent and Trademark Office as may be requested by Assignee with all costs and expenses incurred in connection therewith being borne by Assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Trademark is made as of the day and year first above set forth.

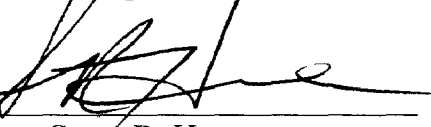
ASSIGNOR

NATURE'S WAY PRODUCTS, INC.  
a Utah corporation

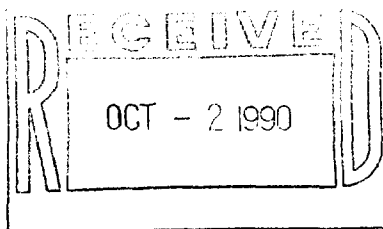
By:   
Name: Rory Mahony  
Title: General Manager & COO

ASSIGNEE

PR PHARMACEUTICALS, INC.  
a Colorado corporation

By:   
Name: Steve R. Howe  
Title: Chief Executive Officer

# 192 - 405



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RECEIVED  
90 AUG 10 AM 8:50  
ASSIGNMENT BRANCH

August 1, 1990

U.S. Patent and Trademark  
Office  
Box Assignments  
Washington, D.C. 20231

Re: Assignment of Nature's Way Products, Inc.'s Trademarks  
from its Arizona Corporation to its Utah Corporation

Dear Sir or Madam:

Enclosed herewith is an Assignment of Trademarks with its accompanying exhibit listing twenty-four (24) trademarks, with their corresponding registration numbers, which need to be assigned from Nature's Way Products, Inc., an Arizona corporation, to Nature's Way Products, Inc., a Utah corporation. Also enclosed is a check in the amount of \$192.00 to cover the assignment cost of \$8.00 for each trademark listed in the exhibit. Please complete the assignments and return them to:

Brett F. Wood, Esq.  
Nature's Way Products, Inc.  
10 Mountain Springs Parkway  
Springville, Utah 84663

Please do not hesitate to call if there is any further information you require in order to complete these assignments.

Very truly yours,

NATURE'S WAY PRODUCTS, INC.

BRETT F. WOOD  
General Counsel

BFW:em  
Enclosures

TRADE-MARK

REEL 0729 FRAME 00

070 TL 08/09/90 1501880

2 405 192.00 CK

A S S I G N M E N T

WHEREAS, Nature's Way Products, Inc., a corporation of the State of Arizona having a principal business office at 10 Mountain Springs Parkway, Springville, Utah 84663 (hereinafter referred to as "Assignor"), has adopted and used and is the owner of all right, title, and interest in and to the trademarks identified in Exhibit "A" attached hereto (hereinafter referred to as the "marks"); and

WHEREAS, Nature's Way Products, Inc., a corporation of the State of Utah having a principal business office at 10 Mountain Springs Parkway, Springville, Utah 84663 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the marks and in and to the registrations and/or applications for registration thereof which are identified in Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title, and interest in and to the marks and the above-identified registrations and applications for registration thereof, together with the goodwill of the business or businesses symbolized by and associated with the marks.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks, to issue any and all certificates of

TRADE-MARK

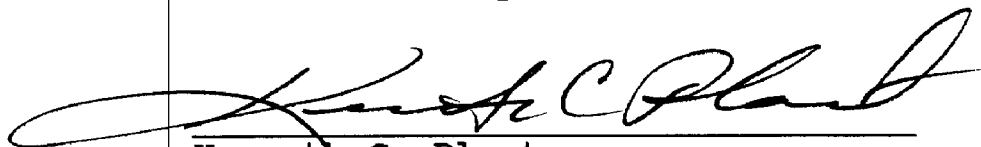
FILE U / 29 FRAME U 0 9

registration of the marks to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon the Assignor's successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto.

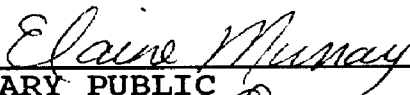
NATURE'S WAY PRODUCTS, INC.,  
an Arizona corporation



Kenneth C. Plant  
Vice President

STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

On the 17<sup>th</sup> day of July, 1990, before me personally appeared KENNETH C. PLANT, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

  
NOTARY PUBLIC  
Residing at Orion, UT

My Commission Expires:  
7-30-90

tm/assignwp.tms

TRADE-MARK

REEL 0 / 29 FRAME 70



EXHIBIT "A"

7-6 1990

List of Assigned Trademarks

| <u>Mark</u>     | <u>Appln. No.</u> | <u>Filed</u> | <u>U.S. Reg. No.</u> | <u>Issued</u> |
|-----------------|-------------------|--------------|----------------------|---------------|
| Oriental Select | 707,808           | 01-27-88     | 1,501,880            | 08-30-88      |
| PK              | 392,318           | 09-29-82     | 1,284,911            | 07-10-84      |
| PR              | 392,507           | 09-29-82     | 1,284,917            | 07-10-84      |
| Pace            | 484,275           | 06-08-84     | 1,412,940            | 10-14-86      |
| Power Active    | 707,259           | 01-25-88     | 1,499,215            | 08-09-88      |
| Power Up        | 677,134           | 08-07-87     | 1,481,357            | 03-22-88      |
| Preventa-Care   | 658,866           | 05-04-87     | 1,467,947            | 12-08-87      |
| Preventamins    | 588,604           | 03-17-86     | 1,412,004            | 10-07-86      |
| Primadophilus   | 540,776           | 06-03-85     | 1,377,850            | 01-14-86      |
| Pro-Dophilus    | 577,409           | 01-13-86     | 1,408,184            | 09-09-86      |
| Prostact        | 709,752           | 02-08-88     | 1,501,892            | 08-30-88      |
| Prostactive     | 73/825,799        | 09-18-89     | 1,591,680            | 04-17-90      |
| Protectavite    | 588,596           | 03-17-86     | 1,412,002            | 10-07-86      |
| Pump Up         | 680,959           | 08-27-87     | 1,485,003            | 04-19-88      |
| Refresh-Mint    | 362,350           | 04-30-82     | 1,260,138            | 12-06-83      |
| Rejuvenaid      | 369,496           | 06-14-82     | 1,264,677            | 01-24-84      |
| Relialax        | 484,277           | 06-08-84     | 1,322,949            | 03-05-85      |
| Remem           | 392,506           | 09-29-82     | 1,284,916            | 07-10-84      |
| Reprive         | 500,218           | 09-20-84     | 1,337,514            | 05-28-85      |
| Rheum-Aid       | 369,481           | 06-14-82     | 1,265,535            | 01-31-84      |
| Rheum-Ease      | 713,699           | 02-29-88     | 1,511,481            | 11-08-88      |
| Self Defense    | 73/802,817        | 05-26-89     | 1,585,281            | 03-06-90      |
| Silymaxin       | 710,738           | 02-11-88     | 1,504,572            | 09-20-88      |
| Sinustop        | 707,202           | 01-25-88     | 1,501,877            | 08-30-88      |

TRADE-MARK

REEL 0729 FRAME 071

# GALLAGHER & KENNEDY

P. A.

ATTORNEYS AT LAW

KAREN L. LIEPMANN

DIRECT DIAL: (602) 530-8023

E-MAIL: KLL@GKNET.COM

2575 EAST CAMELBACK ROAD  
PHOENIX, ARIZONA 85016-9225  
PHONE: (602) 530-8000  
FAX: (602) 530-8500  
WWW.GKNET.COM

November 6, 2000

File No. 12064-0004 and 0019

**VIA EXPRESS MAIL EL709979218US**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**RE: PR – Registration Number 1,284,917**  
**Conveying Party: Nature's Way Products, Inc., a Utah Corporation**

Dear Sir or Madam:

Enclosed for filing in connection with the above-identified Trademark are the following:

1. Transmittal and one copy;
2. Recordation Form Cover Sheet;
3. Assignment of Trademark; and
4. Self-addressed, prepaid, postcard to acknowledge receipt of documents.

Also enclosed for your information and reference is a copy of the August 1, 1990 letter from Nature's Way Products, Inc. to the USPTO, which is stamped "RECEIVED" on August 1, 1990 by the Assignment Branch of the USPTO. This letter indicates that Nature's Way Products, Inc. is now a Utah corporation, not an Arizona corporation, which is the designation currently reflected in your records.

Please charge all fees to the Gallagher & Kennedy, P. A. **Deposit Account No. 070135**. You are authorized to charge additional fees to this Account as needed.

Very truly yours,

**GALLAGHER & KENNEDY, P.A.**

  
Karen L. Liepmann

KLL/kka  
Enclosures  
cc: Mr. Steven R. Howe  
IP Docketing

**CERTIFICATE OF EXPRESS MAILING UNDER 37 C.F.R. 1.10**

I hereby certify that this document (and any referred to as being attached or enclosed) is being deposited with the United States Postal Service as "Express Mail" service, mailing label No. EL 709979218US on November 6, 2000, and addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any trademark registration issued thereon.

  
Keri K. Adickes, Legal Assistant

880562.1

**RECORDED: 11/06/2000**

**TRADEMARK**  
**REEL: 002178 FRAME: 0826**