

01-24-2001

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



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

JAN 16 2001

1-16-01

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

Execution Date
Month Day Year

Name

Formerly

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

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 Assignment.)

FOR OFFICE USE ONLY

01/24/2001 DBYRNE 00000279 2206041
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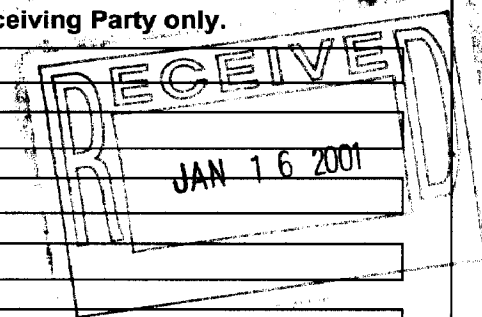
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent 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

TRADEMARK
REEL: 002217 FRAME: 0885

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

800-523-8886

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2206041"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Hakan Johanson

9 January 2001

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is made as of the 6th day of December, 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 NUTRINA CORPORATION, INC., a Florida Corporation with an address of _____, Clearwater, Florida _____ ("Assignee").

RECITALS

- A. Assignor is the owner of all right, title and interest, including goodwill, in and to the trademark "CALMAX," which bears U.S. Registration No. 2,206,041 issued on November 24, 1998 (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 of 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 \$15,000, 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.
- 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. Labeling. Assignee agrees that Assignor may liquidate and/or exhaust its current packaging, labeling, promotional materials and the like which use the Mark so long as such

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liquidation shall not extend beyond six (6) months from the date of the execution of this Assignment.

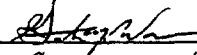
6. Further Assurances: Binding Nature. (a) Assignor agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments reasonably necessary to carry out the intent of this Assignment and specifically to take whatever reasonable action is necessary 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.

(b) Assignor and Assignee do hereby irrevocably and unconditionally release each other and their attorneys, successors, assigns, officers, agents, and employees from any and all claims, liabilities, actions, damages and expenses (including attorneys' fees) of whatever kind or nature in law or in equity, whether known or unknown, which they now have, have had, or may hereafter claim to have had against each other with regard to the use, registration or ownership of the Mark that is the subject of this Assignment.

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: GORDON WALKER
Title: CORPORATE SECRETARY

ASSIGNEE

NUTRINA COMPANY, INC.
a Florida corporation

By: 
Name: HAKB-JOHANSON
Title: M.S.

TM/Assignment/Calmx