

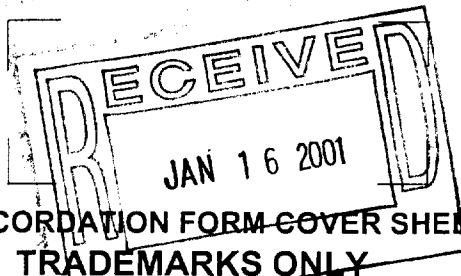
01-25-2001



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



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
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
12 06 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Nature's Way Products, Inc.

12 06 2000

Formerly \_\_\_\_\_

2206041

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

Citizenship/State of Incorporation/Organization Utah Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Nutrina Company, Incorporated

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

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

Address (line 1) 519 Cleveland Street, #101

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

Address (line 3) Clearwater Florida 33735  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ad hoc representative should be attached. (Designation must be a separate document from Assignment)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Florida Corporation

FOR OFFICE USE ONLY

01/24/2001 GT0N11 00000263 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: 002219 FRAME: 0407

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

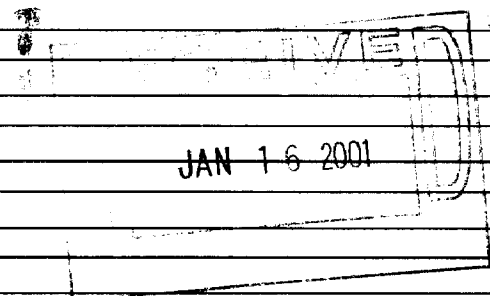
Name

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)

<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.

Gary W. Lyons, Esquire

Name of Person Signing

Signature

1/10/01

Date Signed

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is made as of the 6<sup>th</sup> 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 519 Cleveland Street, #101 Clearwater, Florida 33755 ("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: [Signature]  
Name: GOULDIN WALKER  
Title: CORPORATE SECRETARY

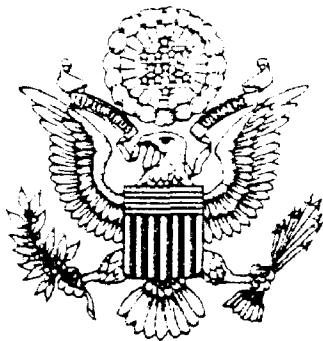
ASSIGNEE

NUTRINA COMPANY, INC.  
a Florida corporation

By: [Signature]  
Name: HARLOW JOHANSON  
Title: Mrs.

Tm/Assignment/Calmax

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Bence Lehman*

Commissioner of Patents and Trademarks

# Maintenance Requirements

**Section 8:** This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

**Section 9:** This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.