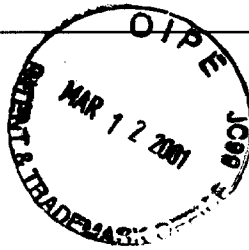


03-16-2001



101640284



JORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

3-12-01

- 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  
Effective Date  
Month Day Year
- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- 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

03/15/2001 6T0H11 00000203 75665011

465E

01 FC:481 40.00 OP  
02 FC:482 425.00 CP

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

**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" value="75665011"/>	<input type="text" value="75782890"/>	<input type="text" value="75782836"/>
<input type="text" value="75665014"/>	<input type="text" value="75666122"/>	<input type="text" value="75665012"/>
<input type="text" value="75665013"/>	<input type="text" value="75666123"/>	<input type="text" value="75541619"/>

<input type="text" value="2249604"/>	<input type="text" value="1662455"/>	<input type="text" value="1816246"/>
<input type="text" value="2222964"/>	<input type="text" value="1969004"/>	<input type="text"/>
<input type="text" value="2218911"/>	<input type="text" value="1816245"/>	<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.

David Ringelman

*David Ringelman*

2-21-01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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)**

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

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

75508613	75473292	<input type="text"/>
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 29<sup>th</sup> day of December, 2000, between Development Specialists, Inc., a Illinois corporation, solely in its capacity as the assignee for the benefit of creditors of Medical SelfCare, Inc., a California corporation ("Assignor"), and Self Care Holdings, Inc., a Colorado corporation ("Assignee").

### Recitals

A. Assignor has adopted, used and is using certain trademark registrations and applications, listed in Schedule A attached hereto (the "Marks") and has adopted, used and is using certain corporate names also listed on Schedule A (the "Names");

B. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Marks and Names, including any and all registrations and applications therefor, and all rights to sue and recover for past infringement thereof;

C. Assignor's use of the Marks has not infringed upon the rights of any third party; and

D. Assignor has the lawful right to use the Names in Assignee's business and to assign the Names to Assignee.

E. Pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of the date of this Assignment (the "Agreement"), the Assignor has agreed to grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks and the Names in the United States, its territories and possessions, and throughout the world together with the goodwill of the businesses associated therewith.

### Agreement

1. Assignment. In consideration of the premises set forth in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee pursuant to the Agreement the entire right, title and interest in, to and under the Marks, together with the goodwill of the business in connection with which the Marks are used in the United States and throughout the world, and all registrations of and applications to register the Marks and the Names, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the

right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks anywhere in the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment;

(c) in obtaining any additional trademark or tradename protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in the implementation or perfection of this assignment.

3. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form of which received, together with all necessary assignments and endorsements.

4. The Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Agreement. All capitalized terms referred to above are used as defined in the Agreement.

5. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by the Assignor to Assignee of all of the right, title and interest in the Marks, pursuant to the Agreement.

\* \* \* \* \*

right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks anywhere in the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment;

(c) in obtaining any additional trademark or tradename protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in the implementation or perfection of this assignment.

3. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form of which received, together with all necessary assignments and endorsements.

4. The Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Agreement. All capitalized terms referred to above are used as defined in the Agreement.

5. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by the Assignor to Assignee of all of the right, title and interest in the Marks, pursuant to the Agreement.

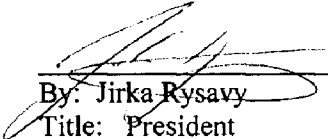
\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the day and year first above written.

DEVELOPMENT SPECIALISTS, INC. solely in its capacity as the assignee for the benefit of creditors of Medical SelfCare, Inc., a California corporation

\_\_\_\_\_  
By: Geoffrey L. Berman  
Its: Vice President

SELF CARE HOLDINGS, INC.

  
\_\_\_\_\_  
By: Jirka Rysavy  
Title: President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2000, by Geoffrey L. Berman, \_\_\_\_\_ of Development Specialists, Inc., a Illinois corporation, on behalf of the corporation.

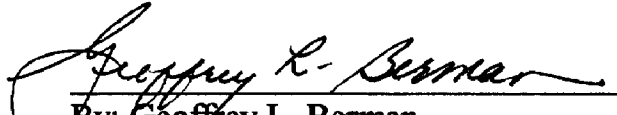
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the day and year first above written.

DEVELOPMENT SPECIALISTS, INC.  
solely in its capacity as the assignee for the benefit of creditors of Medical SelfCare, Inc., a California corporation

  
By: Geoffrey L. Berman  
Its: Vice President

SELF CARE HOLDINGS, INC.

\_\_\_\_\_  
By: Jirka Rysavy  
Title: President

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2000, by Geoffrey L. Berman, \_\_\_\_\_ of Development Specialists, Inc., a Illinois corporation, on behalf of the corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

*see attached  
California Acknowledgment  
Form*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

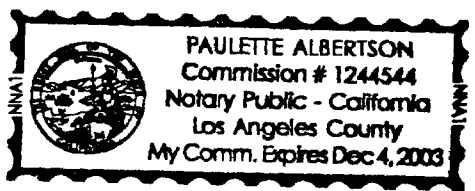
State of California

County of Los Angeles

On 12-29-2000 before me, Paulette Albertson, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Geoffrey L. Berman  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Paulette Albertson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Asset Purchase Agreement

Document Date: 12/29/2000 Number of Pages: 37

Signer(s) Other Than Named Above: Jirka Rysavy

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**TRADEMARK**  
**REEL: 002252 FRAME: 0527**

SCHEDULE A  
(List of Marks and Names)

<b>SERIAL NO.</b>	<b>REG NO.</b>	<b>WORD MARK</b>	<b>LIVE-DEAD</b>
75665011		TAKING CONTROL OF YOUR HEALTH	LIVE
74118949	1662455	TAKING CONTROL OF YOUR HEALTH	LIVE
75665014		GUARANTEED FOREVER!	LIVE
75665013		PRODUCTS FOR HEALTHY LIVING	LIVE
74618323	1969004	PRODUCTS FOR HEALTHY LIVING	LIVE
75782890		SELF CARE.COM SUPPORT GUIDANCE ANSWERS	LIVE
75666122		SC (& design)	LIVE
75666123		SELF CARE	LIVE
75473294	2249604	SELF CARE	LIVE
75473290	2222964	SELF CARE	LIVE
74316272	1816245	SELF CARE	LIVE
74316296	1816246	SELF CARE CATALOG (& design)	LIVE
75782836		SELFCARE.COM	LIVE
75665012		SELFCARE TODAY	LIVE
75541619		ESSENTIAL ELEMENTS	DEAD
75508613		SELF ASSURE	LIVE
75473292		SELF CARE	LIVE
75419308	2218911	GUARANTEE FOREVER! (stylized)	LIVE

SCA-1