


**RECORD
TRAC**

03-29-2001

101651735

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


1. Name of conveying party(ies):
PrimeQuest International, Inc. 3-14-01
2354 Garden Road
Monterey, California 93930

Individual(s) Merger
 General Partnership Limited Partnership
 Corporation: **a California Corporation**
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
LifeScience Technologies Limited Partnership
3201 Dickerson Pike
Nashville, Tennessee 37207

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership: **a Nt**
 Corporation-State:
 Other


03-14-2001
U.S. Patent & TMO/TM Mail Rept Dt. #67
Partnership

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 16, 1998**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
A. Trademark Application No.(s) B. Trademark Registration No.(s)

Please see the attached schedule
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:
Edward T. Colbert, Esq.
KENYON & KENYON
1500 K Street, N.W.Suite 700
Washington, DC 20005

6. Total number of applications and registrations involved: **17**

7. Total fee (37 CFR 3.41) **\$ 440.00**

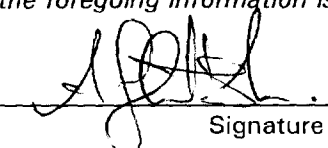
Enclosed
 Authorized to be charged to Deposit Account

8. Deposit account number: **11-0600**
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Anne Grosheitsch
Name of Person Signing


Signature

March 14, 2001
Date

Total number of pages, including cover sheet, attachments and document: **6**

03/29/2001 AAHMED1 00000011 110600 1878180

01 FC:481 40.00 CH
02 FC:482 400.00 CH

**APPLICATIONS AND REGISTRATIONS TRANSFERRED
FROM LIFESCIENCE TECHNOLOGIES LIMITED PARTNERSHIP
TO LIFESCIENCE TECHNOLOGIES HOLDINGS, INC.**

PENDING APPLICATION

MARK	SERIAL No.	FILED
PRIMAL MIST	75/843,739	November 9, 1999

U.S. REGISTRATIONS

MARK	REG. No.	ISSUED
PRIME PAK	1,878,180	February 7, 1995
CONQUEST	1,949,124	January 16, 1996
PRIMA VITA	1,949,125	January 16, 1996
PRIME FIBER	1,956,193	February 13, 1996
PRIME VIGOR	1,961,805	March 12, 1996
PRIMEQUEST	1,967,158	April 9, 1996
THE SYSTEM FOR ULTIMATE WEIGHT CONTROL	1,984,830	July 2, 1996
BIOESSENTIAL ACTIVATORS	1,987,389	July 16, 1996
M.A. COMPLEX	1,987,390	July 16, 1996
Design	2,004,026	October 1, 1996
CONQUEST	2,005,657	October 8, 1996
AQUA PRIMA	2,142,925	March 10, 1998
PRIME 2	2,147,189	March 31, 1998
PRIME 3	2,147,190	March 31, 1998
MYO-STATIN	2,022,937	December 17, 1996
BREKHMANN'S GOLD	2,321,198	February 22, 2000

ASSIGNMENT AGREEMENT

WHEREAS, PrimeQuest International, Inc. ("PrimeQuest"), a California corporation having a place of business at 2354 Garden Road, Monterey, California 93930 has adopted, used, is using and is the owner of all right, title and interest in and to the trademarks listed in the attached schedule, Schedule A, ("the Marks"), and the registrations and application related thereto as set forth in the attached schedule; and

WHEREAS, LifeScience Technologies Limited Partnership ("LifeScience"), a Nevada limited partnership, having a place of business at 3201 Dickerson Pike, Nashville, Tennessee 37207, is desirous of obtaining the Marks, and any attendant registrations, together with the goodwill appurtenant thereto and symbolized thereby, any and all past and present rights which have accrued or may accrue to PrimeQuest of any and all kind or nature incident or appertaining to the Marks, and including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, and is desirous of obtaining all other intellectual property rights of PrimeQuest, including, without limitation, copyrights, industrial designs, patents, trade secrets, and trade dress.

WHEREAS, PrimeQuest represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all liens and encumbrances of any kind, and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights, and that it is not under any contractual obligation to or acting for the benefit of third parties in entering into this Agreement.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PrimeQuest does hereby sell, assign, convey and transfer to LifeScience, its successors and assigns, any and all right, title and interest in and to the Marks, and the registrations and application, and any and all other trademarks, trade names and service marks not specifically listed in the attached schedule but used and owned by PrimeQuest in connection with the assets being transferred to LifeScience, together with the goodwill appurtenant thereto and symbolized thereby, and, further, all right, title and interest in and

to any and all other intellectual property rights without limitation, and any and all past and present rights which have accrued or may accrue to PrimeQuest of any and all kind or nature incident or appertaining to the Marks and the registrations and application, and any and all other trademarks, trade names and service marks not specifically listed in the attached schedule but used and owned by PrimeQuest in connection with the assets being transferred to LifeScience and any and all other intellectual property rights without limitation, and including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, the same to be held and enjoyed by LifeScience as fully and entirely as the same would have been held by PrimeQuest had such sale, assignment, conveyance and transfer not been made;

PrimeQuest agrees to execute and deliver at LifeScience's request, without further consideration, all documents necessary to effectuate the assignment as set forth above.

PrimeQuest agrees that this agreement will be binding on its assignees and successors in interest.

The undersigned individual represents and warrants that he has the authority to act on behalf of and bind PrimeQuest.

This Assignment is effective as and from the ____ day of July 1998.

PRIMEQUEST INTERNATIONAL, INC.



By: _____
Name: Vaughn Feather
Title: President

VF

Schedule ATrademarkU.S. Registration No.

PRIME 1	1,839,834
PRIME PLUS	1,848,954
PRIMA DERMA	1,885,518
BIOESSENTIAL ACTIVATORS	1,987,389
M.A. COMPLEX	1,987,390
AQUA PRIMA	2,142,925
PRIMEQUEST	1,967,158
PRIME PAK	1,878,180
CONQUEST	1,949,124
CONQUEST	2,005,657
THE SYSTEM FOR ULTIMATE WEIGHT CONTROL	1,984,830
PRIME PERFECT	1,957,699
MYO-STATIN	2,022,937
PRIME FIBER	1,956,193
PRIME VIGOR	1,961,805
PRIMA VITA	1,949,125
RUNNING MAN LOGO	2,004,026
PRIME 2	2,147,189
PRIME 3	2,147,190

AQUA LIFE

BIODERMAL COMPLEX

BREKHMANN'S GOLD

PRIMAL MIST

U.S. Application Serial No. 75/215,518