

05-14-2001



101716668

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5.7.01

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

TRADEMARK
REEL: 002294 FRAME: 0917

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="75/628,189"/>	<input type="text" value="75/440,688"/>	<input type="text" value="75/659,049"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/659,048"/>	<input type="text" value="75/440,682"/>	<input type="text" value="75/794,253"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/566,975"/>	<input type="text" value="75/440,683"/>	<input type="text" value="75/440,684"/>	<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:

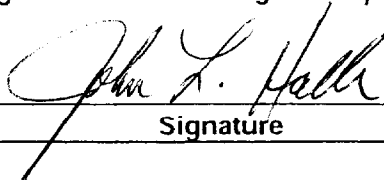
Yes No

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.

John L. Haller

Name of Person Signing



Signature

5/4/01

Date Signed

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="75/682,973"/>	<input type="text" value="75/521,892"/>	<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"/>	<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.

John L. Haller

5/4/01

Name of Person Signing

Signature

Date Signed

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W. Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "AMICAINE" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/628,189, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

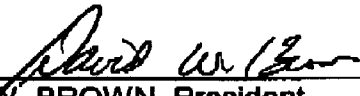
WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/628,189, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/628,189 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "BODY ENHANCER" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/440,688, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.


WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such mark, U.S. Trademark Application Serial No. 75/440,688, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/440,688 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "BREAST ENHANCER" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/659,049, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/659,049, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/659,049 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: David W. Brown
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

**NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)**

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "BREAST PLUS" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/659,048, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.


WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/659,048, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/659,048 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 

DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "BUST ENHANCER" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/440,682, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.


WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/440,682, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/440,682 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "COMPANION NUTRITIONALS" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/794,253, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

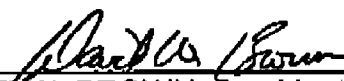
WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/794,253, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/794,253 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 

DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "FIGURE ENHANCER" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/566,975, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/566,975, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/566,975 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: David W. Brown
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "FLORATONE" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/440,683, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

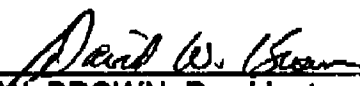
WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/440,683, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/440,683 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "MENO-SOLVE" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/440,684, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/440,684, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/440,684 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: David W. Brown
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "NUTRITIONAL COMPANIONS" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/682,973, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.


WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/682,973, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/682,973 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
(U.S. Trademark Application)

WHEREAS, **Alpine Health Products, LLC**, a Delaware Limited Liability corporation, with its principal place of business at 1525 W Business Park Drive, Orem, Utah, (hereinafter "Assignor"), is using and is the owner of all right title and interest in and to the trademark "OUTSIDE IN" (hereinafter the "Mark"), including U.S. Trademark Application Serial No. 75/521,892, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

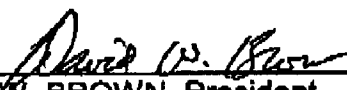
WHEREAS **Metabolife International, Inc.**, a corporation duly organized under the laws of the State of California and having its principal business address at 6138 Nancy Ridge Drive, San Diego, California 92121 (hereinafter "Assignee"), on September 28, 2000, acquired all right, title and interest in and to such Mark, U.S. Trademark Application Serial No. 75/521,892, all common law rights relating thereto and the goodwill of the business symbolized by such Mark.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as of the date above written, did and hereby does sell, assign, transfer, and set over unto said Assignee, its successors, legal representatives, and assigns, all Assignor's right, title, and interest in and to such Mark, together with the goodwill of the business symbolized by the Mark, all common law trademark rights relating thereto, U.S. Trademark Application Serial No. 75/521,892 and the goodwill of the business symbolized by such Mark.

IN WITNESS WHEREFORE, ASSIGNOR has caused this Nunc Pro Tunc Assignment of Trademark to be executed by its duly authorized officer on May 2, 2001.

ASSIGNOR

ALPINE HEALTH PRODUCTS, LLC

By: 
DAVID W. BROWN, President
METABOLIFE INTERNATIONAL, INC.
Sole Member of Alpine Health Products, LLC