

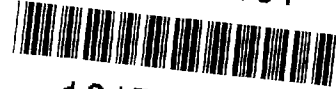
FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



05-25-2001

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #40

06-07-2001



101741556

5-25-01

### 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
  - 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  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

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. 20503

REEL: 002311 FRAME: 0283

**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)**

**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.

James E. Shlesinger

Name of Person Signing

Signature

5/25/01

Date Signed

I. RECEIVING PARTIES

2. **LINDA BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
3. **DEAN BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
4. **SHARON BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
5. **BRIAN BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
6. **ROBIN BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
7. **STEVE BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
8. **ELYSE BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
9. **NEIL BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788
10. **HELENA BLECHMAN** - Individual and U.S. Citizen  
Address: c/o Twin Laboratories Inc.  
150 Motor Parkway  
Hauppauge, New York 11788

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

II. TRADEMARK REGISTRATION NUMBERS (Page 1) (Bronson Labs)

2337976

75623678

**GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (herein the "Agreement") made as of this 19<sup>th</sup> day of April, 2001, by TWIN LABORATORIES INC., a Utah corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "TLI"), ADVANCED RESEARCH PRESS, INC., a New York corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "ARP"), HEALTH FACTORS INTERNATIONAL, INC., a Delaware corporation with a principal place of business at 429 South Siesta Lane, Tempe, Arizona 85281 (herein "HFI") and BRONSON LABORATORIES, INC., a Delaware corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "Bronson", and individually a "Company" and collectively with TLI, ARP and HFI, the "Companies"), and ROSS BLECHMAN, LINDA BLECHMAN, DEAN BLECHMAN, SHARON BLECHMAN, BRIAN BLECHMAN, ROBIN BLECHMAN, STEVE BLECHMAN, ELYSE BLECHMAN, NEIL BLECHMAN and HELENA BLECHMAN (the "Blechmans").

**WITNESSETH:**

WHEREAS, the Companies and the Blechmans are parties to a certain Reimbursement and Security Agreement No. 2 dated as of April 9, 2001, as the same may be amended from time to time (herein the "Reimbursement Agreement"), which Reimbursement Agreement provides for the grant by each Company to the Blechmans of a security interest in certain of such Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill, copyrights, copyright applications and/or registrations, and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Companies agree as follows:

1. Definitions. Capitalized terms used herein and defined in the Reimbursement Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Reimbursement Obligations" (as defined in the Reimbursement Agreement), each Company hereby grants to the Blechmans a security interest, effective immediately, in all of such Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
  - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the

United States registered patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the United States registered trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Copyrights, copyright registrations and/or applications including, without limitation, the United States registered copyrights and applications, if any, listed on Schedule C attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");
- (iv) Any license agreement in which such Company is or becomes licensed to use any patents, copyrights and/or trademarks owned by a third party (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (v) The goodwill of such Company's business connected with and symbolized by such Company's Intellectual Property Collateral; and
- (vi) All cash and non-cash proceeds of the foregoing.

Anything in this Agreement to the contrary notwithstanding, the Intellectual Property Collateral shall not include, and no security interest, lien or pledge granted hereunder shall extend or attach to, any Company's rights (other than rights to payment) under any license agreements existing as of the date hereof that prohibit the grant of a security interest or lien therein or pledge to the extent, and only to the extent, that the terms prohibiting the grant of such security interest or lien or pledge have not been waived or consented to in writing by the licensor, lessor or other necessary person or entity under such agreement.

3. Blechmans' Rights. Upon the occurrence of any Event of Default hereunder, the Blechmans shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. The Blechmans will give the Companies

reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met by providing such notice as may be required pursuant to the Reimbursement Agreement. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Company to the Blechmans concurrently with this Agreement to facilitate the exercise of such rights.

4. Fees. The Companies will pay all filing fees with respect to the recordation, filing and perfection of the security interest created hereby which the Blechmans may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. Each Company represents and warrants: that such Company lawfully possesses and owns such Company's Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Reimbursement Agreement), such Company's Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that such Company has not made or given any prior assignment, transfer or security interest in such Company's Intellectual Property Collateral or any of the proceeds thereof; that such Company's Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of such Company's Intellectual Property Collateral.
6. Defense of Claims. The Companies will, to the extent reasonably requested by the Blechmans, defend at their own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Blechmans therein. The Companies agree to reimburse the Blechmans for all reasonable costs and expenses incurred by the Blechmans in defending any such action, claim or proceeding.
7. Rights Cumulative. This Agreement shall be in addition to the Reimbursement Agreement and shall not be deemed to affect, modify or limit the Reimbursement Agreement or any rights that the Blechmans and the Lenders have under the Reimbursement Agreement. Each Company agrees to execute and deliver to the Blechmans (at the Company's expense) any further documentation or papers the Blechmans reasonably deems necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code. The rights and remedies of the Blechmans and the Lenders arising under this Agreement, the Irrevocable Power of Attorney delivered by each Company in connection herewith, and the Reimbursement Agreement are all subject to provisions of this Agreement and the Reimbursement Agreement and the limitations of applicable law, including those relating to the exercise of the rights of a secured party upon default under the Uniform Commercial Code. Nothing in this Agreement or in the Irrevocable Power of Attorney delivered by each Company in connection herewith shall be deemed to be a waiver by any Company of its rights under applicable law, including the Uniform Commercial Code.

8. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
9. **CHOICE OF LAW.** EACH COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE REIMBURSEMENT AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF EACH COMPANY AND THE BLECHMANS AND THE LENDERS WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT SUCH COMPANY, THE BLECHMANS, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. EACH COMPANY AND THE BLECHMANS EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
10. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
- (i) Any warranty or representation made by a Company in this Agreement shall be or becomes false or misleading in any material respect; or
  - (ii) The occurrence of any Event of Default under the Reimbursement Agreement which is not waived in writing by the Blechmans.
11. Notices. Each Company covenants and agrees that, with respect to such Company's Intellectual Property Collateral, it will give the Blechmans written notice in the manner provided in the Reimbursement Agreement of:
- (i) any claim by a third party that such Company has infringed on the rights of a third party;
  - (ii) any material infringement by a third party (known to an executive officer of the Company) on the rights of such Company; or
  - (iii) any United States registered Patents, Trademarks, tradenames, service marks, Copyrights, brand names, trade names, logos and other trade designations acquired or applied for by such Company after the date hereof.
12. Further Assurances. Each Company will take any such action as the Blechmans may reasonably require to further confirm or protect the Blechmans' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Company hereby grants to



the Blechmans the power of attorney, in the form attached hereto, coupled with an interest which shall be irrevocable during the term of this Agreement.

13. Termination. This Agreement shall terminate upon termination of the Reimbursement Agreement and full, final and indefeasible payment of all Obligations of the Companies thereunder. Upon the Companies' request, the Blechmans shall within a reasonable time after any such termination execute and deliver to the Companies (at the Companies' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

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,

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses as of the 19 of April, 2001.

TWIN LABORATORIES INC.,  
a Utah corporation

By: Ross Blechman  
Title: Executive Vice President

ADVANCED RESEARCH PRESS, INC.,  
a New York corporation

By: Ross Blechman  
Title: Executive Vice President

HEALTH FACTORS INTERNATIONAL, INC.,  
a Delaware corporation

By: Ross Blechman  
Title: Executive Vice President

BRONSON LABORATORIES, INC.,  
a Delaware corporation

By: Ross Blechman  
Title: Executive Vice President

Agreed and Accepted this  
19 day of April, 2001

Ross Blechman  
ROSS BLECHMAN

LINDA BLECHMAN  
Dean Blechman  
DEAN BLECHMAN

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses as of the 19 of April, 2001.

TWIN LABORATORIES INC.,  
a Utah corporation

By: *Ross Blechman*  
Title: *Executive Vice President*

ADVANCED RESEARCH PRESS, INC.,  
a New York corporation

By: *Ross Blechman*  
Title: *Executive Vice President*

HEALTH FACTORS INTERNATIONAL, INC.,  
a Delaware corporation

By: *Ross Blechman*  
Title: *Executive Vice President*

BRONSON LABORATORIES, INC.,  
a Delaware corporation

By: *Ross Blechman*  
Title: *Executive Vice President*

Agreed and Accepted this  
19 day of April, 2001

*Ross Blechman*  
ROSS BLECHMAN

*Linda Blechman*  
LINDA BLECHMAN

*Dean Blechman*  
DEAN BLECHMAN

Sharon Blechman  
SHARON BLECHMAN

Brian Blechman  
BRIAN BLECHMAN

Robin Blechman  
ROBIN BLECHMAN

Steve Blechman  
STEVE BLECHMAN

Elyse Blechman  
ELYSE BLECHMAN

Neil Blechman  
NEIL BLECHMAN

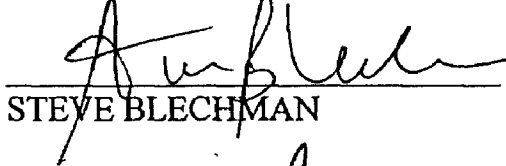
Helena Blechman  
HELENA BLECHMAN

SHARON BLECHMAN



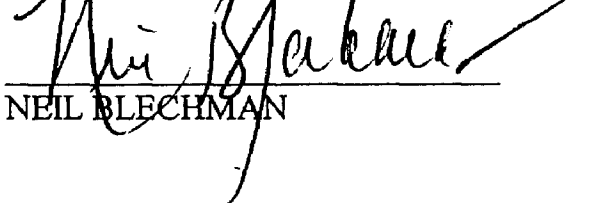
BRIAN BLECHMAN

ROBIN BLECHMAN



STEVE BLECHMAN

ELYSE BLECHMAN



NEIL BLECHMAN

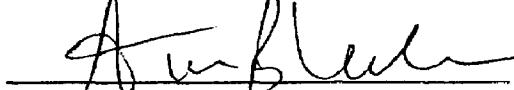
HELENA BLECHMAN

SHARON BLECHMAN

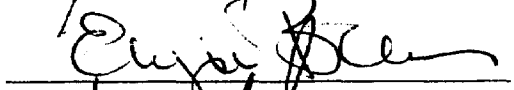


BRIAN BLECHMAN

ROBIN BLECHMAN



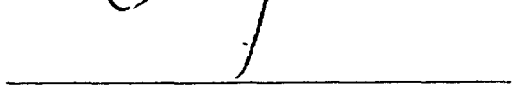
STEVE BLECHMAN



ELYSE BLECHMAN



NEIL BLECHMAN



HELENA BLECHMAN

SHARON BLECHMAN

*Sharon Blechman*

BRIAN BLECHMAN

ROBIN BLECHMAN

*Robin Blechman*

STEVE BLECHMAN

ELYSE BLECHMAN

*Elyse Blechman*

NEIL BLECHMAN

*Neil Blechman*

HELENA BLECHMAN

## IRREVOCABLE POWER OF ATTORNEY

Each of the undersigned (hereinafter, each a "Company" and collectively, the "Companies"), hereby grants to Ross Blechman, Linda Blechman, Dean Blechman, Sharon Blechman, Brian Blechman, Robin Blechman, Steve Blechman, Elyse Blechman, Neil Blechman and Helena Blechman (hereinafter referred to as the "Blechmans"), the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of the Blechmans all of each Company's Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses (the "Agreement"), dated as of the date hereof, between the Companies and the Blechmans including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, copyrights, copyright applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and each Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to the Lenders are outstanding under the Reimbursement Agreement, dated on or about the date hereof, between the Companies and the Blechmans.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by the Blechmans during the continuance of an Event of Default under the Agreement; and
4. The Blechmans shall provide the Company ten (10) days prior written notice of the exercise of this power.

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IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the  
19 of April, 2001.

**TWIN LABORATORIES INC.,**  
a Utah corporation

By: *Spina Blechman*  
Title: *Executive Vice President*

**ADVANCED RESEARCH PRESS, INC.,**  
a New York corporation

By: *Spina Blechman*  
Title: *Executive Vice President*

**HEALTH FACTORS INTERNATIONAL, INC.,**  
a Delaware corporation

By: *Spina Blechman*  
Title: *Executive Vice President*

**BRONSON LABORATORIES, INC.,**  
a Delaware corporation

By: *Spina Blechman*  
Title: *Executive Vice President*

**SCHEDULES TO  
GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**between**

**Twin Laboratories Inc.,  
Advanced Research Press, Inc.,  
Health Factors International, Inc.,  
and  
Bronson Laboratories, Inc.**

**and**

**Ross Blechman  
Linda Blechman  
Dean Blechman  
Sharon Blechman  
Brian Blechman  
Robin Blechman  
Steve Blechman  
Elyse Blechman  
Neil Blechman**

**and**

**Helena Blechman**

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

between  
**Twin Laboratories Inc.,  
Advanced Research Press, Inc.,  
Health Factors International, Inc.,  
and  
Bronson Laboratories, Inc.  
and**

**Ross Blechman  
Linda Blechman  
Dean Blechman  
Sharon Blechman  
Brian Blechman  
Robin Blechman  
Steve Blechman  
Elyse Blechman  
Neil Blechman  
and  
Helena Blechman**

**U.S. Trademark Registrations, Trademark Applications and Tradenames**

**I. U.S. Trademark Registrations**

See the following Exhibits attached to this Schedule B and incorporated herein by reference:

Exhibit A - U.S. Trademark Registrations of Twin Laboratories Inc.

Exhibit B - U.S. Trademark Registrations of Nature's Herbs

Exhibit C - U.S. Trademark Registrations of Bronson Laboratories, Inc.

**II. U.S. Trademark Applications**

See the following Exhibits attached to this Schedule B and incorporated herein by reference:

Exhibit D - U.S. Trademark Applications of Twin Laboratories Inc.

Exhibit E - U.S. Trademark Applications of Bronson Laboratories, Inc.

**III. U.S. Tradenames**

Tradename

Owned By:

Alvita

Twin Laboratories Inc.

Bronson

Twin Laboratories Inc.

Advanced Research Press

Twin Laboratories Inc.

Health Factors International

Twin Laboratories Inc.

Nature's Herbs

Twin Laboratories Inc.

Twinlab

Twin Laboratories Inc. & Twinlab Corporation

Muscular Development

Advanced Research Press, Inc.

Natur Pharma

Twin Laboratories Inc.

Exhibit C

**U.S. Trademark Registrations of Bronson Laboratories, Inc.**



# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Tue Mar 13 04:30:37 EST 2001

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[CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

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[State](#) List At:  OR [Jump](#) to record:  **Record 6 out of 8**

[Check Status](#) (TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

## Typed Drawing

**Word Mark** THE BRONSON FORMULA  
**Goods and Services** IC 005. US 018. G & S: Multivitamin Formulation with Trace Minerals. FIRST USE: 19820100. FIRST USE IN COMMERCE: 19820201  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 73353735  
**Filing Date** March 10, 1982  
**Published for Opposition** July 19, 1983  
**Registration Number** 1253556  
**Registration Date** October 11, 1983  
**Owner** (REGISTRANT) Bronson Pharmaceuticals CORPORATION CALIFORNIA 4526 Rinetti La. La Canada CALIFORNIA 91011  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** ANDREW J. BELANSKY  
**Prior Registrations** 1203331  
**Disclaimer** No claim is made to the exclusive right to use the word "Formula", apart from the mark as shown.  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR).  
**Live/Dead Indicator** LIVE

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[CURR LIST](#) [NEXT LIST](#) [FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)



## U.S. Trademark Electronic Search System (TESS)

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Please logout when you are done to release system resources allocated for you.

List At:  OR  to record:  **Record 7 out of 8**

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

GTC  
Formula

Word Mark	GTC FORMULA
Goods and Services	1C 005. US 018. G & S: High Potency Vitamin Formulation with Minerals. FIRST USE: 19800606. FIRST USE IN COMMERCE: 19800606
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	73301826
Filing Date	March 19, 1981
Published for Opposition	May 11, 1982
Registration Number	1203331
Registration Date	August 3, 1982
Owner	(REGISTRANT) Bronson Pharmaceutical CORPORATION CALIFORNIA 4526 Rinetti La. La Canada CALIFORNIA 91011
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Andrew J. Belansky
Disclaimer	Applicant disclaims the word "Formula" apart from the mark as shown.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).



# U.S. Trademark Electronic Search System (TESS)

TESS was last updated on Tue Mar 13 04:30:37 EST 2001

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[TESS HOME](#)
[NEW USER](#)
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## Typed Drawing

**Word Mark** INSURANCE FORMULA  
**Goods and Services** IC 005. US 018. G & S: FORMULATION TO AID IN THE PREVENTION OF VITAMIN AND MINERAL DEFICIENCIES. FIRST USE: 19750606. FIRST USE IN COMMERCE: 19750606

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 73055801

**Filing Date** June 23, 1975

**Registration Number** 1044612

**Registration Date** July 27, 1976

**Owner** (REGISTRANT) BRONSON PHARMACEUTICALS CORPORATION  
CALIFORNIA 4526 RINETTI LANE LA CANADA CALIFORNIA 91011

(LAST LISTED OWNER) JONES MEDICAL INDUSTRIES, INC.  
CORPORATION BY MERGER WITH DELAWARE 1945 CRAIG ROAD ST.  
LOUIS MISSOURI 63146

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** HARVEY L YUSMAN

**Disclaimer** APPLICANT DISCLAIMS ANY EXCLUSIVE RIGHT TO THE WORD "FORMULA" APART FROM THE MARK AS SHOWN.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR).

**Renewal** 1ST RENEWAL 19960912





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**Typed Drawing**

**Word Mark** PERFORMANCE EDGE

**Goods and Services** IC 005. US 038. G & S: vitamin supplements and mineral supplements with accessory nutrients, dietary or nutritional protein-rich and carbohydrate-rich drink mix for use as a meal replacement or nutritional supplement. FIRST USE: 19921118. FIRST USE IN COMMERCE: 19921118

IC 030. US 046. G & S: ready-to-eat cereal-derived food bars. FIRST USE: 19930205. FIRST USE IN COMMERCE: 19930205

**Mark Drawing Code**

(1) TYPED DRAWING

**Serial Number** 74381784

**Filing Date** April 19, 1993

**Published for Opposition** March 29, 1994

**Registration Number** 1840269

**Registration Date** June 21, 1994

**Owner** (REGISTRANT) Bronson Pharmaceuticals CORPORATION CALIFORNIA 4526 Rinetti Lane La Canada CALIFORNIA 91011

(LAST LISTED OWNER) BRONSON LABORATORIES, INC. CORPORATION BY MERGER, BY ASSIGNMENT DELAWARE 2120 SMITHTOWN AVENUE RONKONKOMA NEW YORK 11779

**Assignment Recorded**

ASSIGNMENT RECORDED

**Attorney of Record**

JOSEPH J. CONKLIN & PHILLIP M. KAZIN

**Type of Mark**

TRADEMARK

TESS - Document Display

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Register PRINCIPAL  
Live/Dead  
Indicator LIVE

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## Typed Drawing

**Word Mark** PRO-ARTH  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75623683  
**Filing Date** January 20, 1999  
**Published for Opposition** July 25, 2000  
**Registration Number** 2394894  
**Registration Date** October 17, 2000  
**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003  
**Attorney of Record** JOSEPH J. CONKLIN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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### Typed Drawing

**Word Mark** PRO-CARDIO  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75623684  
**Filing Date** January 20, 1999  
**Published for Opposition** January 11, 2000  
**Registration Number** 2337977  
**Registration Date** April 4, 2000  
**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003  
**Attorney of Record** JOSEPH J. CONKLIN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dcad Indicator** LIVE

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### Typed Drawing

**Word Mark** PRO-ELEVATE  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75623685  
**Filing Date** January 20, 1999  
**Published for Opposition** January 11, 2000  
**Registration Number** 2387117  
**Registration Date** September 19, 2000  
**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003  
**Attorney of Record** JOSEPH J. CONKLIN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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## Typed Drawing

**Word Mark** PRO-INTENSE  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75623686  
**Filing Date** January 20, 1999  
**Published for Opposition** January 11, 2000  
**Registration Number** 2337978  
**Registration Date** April 4, 2000  
**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003  
**Attorney of Record** JOSEPH J. CONKLIN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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## Typed Drawing

**Word Mark** PRO-JUVENATE  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75623681  
**Filing Date** January 20, 1999  
**Published for Opposition** January 11, 2000  
**Registration Number** 2337975  
**Registration Date** April 4, 2000  
**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003  
**Attorney of Record** JOSEPH J. CONKLIN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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### Typed Drawing

**Word Mark** PRO-OSTEO

**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 75623682

**Filing Date** January 20, 1999

**Published for Opposition** January 11, 2000

**Registration Number** 2337976

**Registration Date** April 4, 2000

**Owner** (REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
UTAH 600 East Quality Drive American Fork UTAH 84003

**Attorney of Record** JOSEPH J. CONKLIN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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## Typed Drawing

### Word Mark

PRO-STIM

### Goods and Services

IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116

### Mark Drawing Code

(1) TYPED DRAWING

### Serial Number

75623678

### Filing Date

January 20, 1999

### Published for Opposition

January 11, 2000

### Registration Number

2370329

### Registration Date

July 25, 2000

### Owner

(REGISTRANT) BRONSON LABORATORIES, INC. CORPORATION  
 UTAH 600 East Quality Drive American Fork UTAH 84003

### Attorney of Record

JOSEPH J. CONKLIN

### Type of Mark

TRADEMARK

### Register

PRINCIPAL

### Live/Dead Indicator

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Exhibit E

U.S. Trademark Applications of Bronson Laboratories, Inc.

NY01/KOKAA/621471.1

TRADEMARK  
REEL: 002311 FRAME: 0316



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## Typed Drawing

**Word Mark** BRONSON COMPLETE  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: READY TO EAT DIETARY SUPPLEMENT FOOD BARS SOLD BY MAIL ORDER  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75816119  
**Filing Date** October 6, 1999  
**Filed ITU** FILED AS ITU  
**Owner** (APPLICANT) BRONSON LABORATORIES, INC. CORPORATION UTAH  
 150 Motor Parkway, Hauppauge NEW YORK 11788  
**Attorney of Record** Joseph J. Conklin,  
**Prior Registrations** 1253556  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COMPLETE" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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Word Mark BRONSON  
 Owner Name (APPLICANT) BRONSON LABORATORIES, INC.  
 Owner Address 150 Motor Parkway Hauppauge NEW YORK 11788 CORPORATION UTAH  
 Attorney of Record JOSEPH J CONKLIN  
 Serial Number 75-644169  
 Filing Date 02/19/1999  
 Mark Drawing Code (1) TYPED DRAWING  
 Register PRINCIPAL  
 Type of Mark TRADEMARK

International Class 005  
 Goods and Services Dietary Supplements; DATE OF FIRST USE: 1958.12.00; DATE OF FIRST USE IN COMMERCE: 1958.12.00



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Typed Drawing

**Word Mark** PRO-MEM

**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: Dietary Supplements. FIRST USE: 19981116. FIRST USE IN COMMERCE: 19981116

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 75623680

**Filing Date** January 20, 1999

**Owner** (APPLICANT) BRONSON LABORATORIES, INC CORPORATION UTAH  
600 East Quality Drive American Fork UTAH 84003

**Attorney of Record** JOSEPH J. CONKLIN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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