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07-12-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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101774179

To the Honorable Commissioner of Patents and Trademarks, Please return this document with original documents or copy thereof.

1. Name of conveying party(ies):

Forever Young CC
(aka Forever Young (Pty) LTD.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other South Africa Close Corp.

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 29, 2001

2. Name and address of receiving party(ies)

Name: Virginia Burke-Watkins

Internal Address: _____

Street Address: 12989 Jupiter Rd, St. 104

City: Dallas State: TX Zip: 75238

Individual(s) citizenship U.S.A.

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,864,122

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Wise

Internal Address: _____

Street Address: 14908 Bellbrook Dr.

City: Dallas State: TX Zip: 75254

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Robert E. Wise

Name of Person Signing

Robert E. Wise

Signature

July 2, 2001

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002327 FRAME: 0203

TRADEMARK ASSIGNMENT

This agreement is between Forever Young CC (South Africa Close Corporation) also known as Forever Young (Pty) LTD. (A South African Corporation), the Assignor, and Virginia Burke-Watkins of Dallas, Texas, U.S.A., the Assignee.

Whereas, Assignor is the owner of that certain trademark identified as United States Trademark Registration Number 1,864,122 (the Trademark) which was registered on the Principal Register on November 22, 1994; and

Whereas, Assignee wishes to acquire the entire rights, title, and interest in the Trademark including all goodwill in the goods and/or services associated with the Trademark;

Now the parties agree as follows:

- 1) **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademark including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill in the goods and/or services associated with the Trademark, and all other rights.
- 2) **Consideration.** In consideration for the assignment set forth in section 1, Assignee shall pay Assignor the sum of Ten (\$10.00) Dollars in U.S. currency. Execution of this document by the assignor is acknowledgment of the receipt of this sum.
- 3) **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - a) Assignor has the right, power and authority to enter into this Agreement;
 - b) Assignor is the exclusive owner of all rights, title, and interest in the Trademark, including all intellectual property rights and all goodwill in the goods and/or services associated with the Trademark;
 - c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - d) The Trademark does not infringe the rights of any person or entity;
 - e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4) **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, and such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party against whom enforcement was sought.

- 5) **Entire Agreement.** This agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.
- 6) **Amendment.** This Agreement may be amended only by a writing signed by both parties.
- 7) **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8) **Agreement to Perform Necessary Acts.** Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9) **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States and the State of Texas. Any dispute involving this Agreement shall be resolved in the State of Texas.

EXECUTED AND ACKNOWLEDGED:

For Forever Young (Pty) LTD. (A South African Corporation), Assignor

Anna Theron
 Signature

Anna Theron
 Printed Name

June 29, 2001
 Date

President
 Title

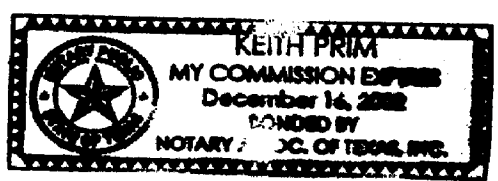
Virginia Burke-Watkins
 Virginia Burke-Watkins

June 29, 2001
 Dated

STATE OF TEXAS
 COUNTY OF DALLAS

This instrument was acknowledged before me on this the 29th day of June, 2001, by Anna Theron, President, Forever Young (Pty) LTD., a South African Corporation, on behalf of said corporation.

Keith Prim
 Notary Public's Signature



STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this the 29th day of June
2001, by Virginia Burke-Watkins.

Keith Prim
Notary Public's Signature

