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

To the Honorable Commissioner of P

original documents or copy thereof.

1. Name of conveying party(ies):

Humco Holding Group, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Texas Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: Nunc Pro Tunc Assignment effective June 20, 2000

2. Name and address of receiving party(ies)

Name: WellWorld Partners, Inc.

Internal

Address:

Street Address: 4401 Wilshire Boulevard

City: Los Angeles State: CA Zip: 90010

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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)

75473845

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kam W. Li, Esq.

Internal Address:

Procopio, Cory, Hargreaves

& Savitch LLP

Street Address: 530 B Street, Suite 2100

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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.

Kam W. Li, Esq.

Name of Person Signing

Signature

Date

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

5

09/06/2001 TDIAZI 00000104 75473845

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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40.00 DP

TRADEMARK REEL: 002362 FRAME: 0973

NUNC PRO TUNC DEED OF ASSIGNMENT

THIS ASSIGNMENT is made nunc pro tunc as of June 20, 2000 between Humco Holding Group, Inc., a Texas corporation, with a principal place of business located at 7400 Alumax Drive, Texarkana Texas 75501 ("Assignor") and WellWorld Partners, Inc., a California Corporation, with a principal place of business located at 4401 Wilshire Boulevard., Los Angeles, California 90010 ("Assignee").

WHEREAS, Assignor has entered into that certain agreement with Assignee pursuant to which Assignor produced certain vitamins and mineral supplements ("Products") on behalf of Assignee under the trademark SELF-HELP, and for which an application for registration of the SELF-HELP trademark, Serial No. 75-473,845, has been filed by the Assignor with the United States Patent and Trademark Office; and

WHEREAS, Assignee has acquired all of Assignor's rights in and to said Products and that portion of the business associated with said Products to which said trademark SELF-HELP pertains as required by 15 USC §1060, said trademark and/or trade name, and the goodwill associated therewith as of the date first stated above and the trademark application 75-473,845, and wishes to have the assignment therefor memorialized in this document.

NOW, THEREFORE, in consideration of the foregoing recitals and the sum of \$1.00, Assignor hereby affirms that it sold, assigned and transferred unto the Assignee all right, title and interest in and to said Products and that portion of the business associated with said Products to which said trademark SELF-HELP pertains as required by 15 USC §1060, said mark and/or trade name, together with that part of the goodwill of the business connected with the use of and symbolized by said mark and all rights, including the trademark application, which the Assignor has heretofore enjoyed thereunder including the right to sue for past infringement, the same to be held and enjoyed by Assignee, its successors and assigns.

Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for said trademark, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said trademark, and any registrations issued for said trademark in the United States and throughout the world.

Assignor hereby appoints Assignee, with a limited power of attorney to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Nunc Pro Tunc Assignment of said Intent-To-Use Application.

ASSIGNOR represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

STATE OF TEXAS)
) SS.
COUNTY OF Bowie)

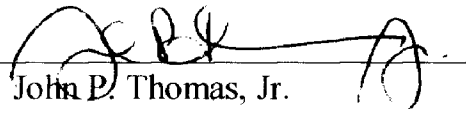
This Document has been subscribed, affirmed and sworn before me in the county of Bowie for the state of Texas on the 30th of August, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate.

Susan Mickey
Notary Public in and for Said County and State

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 30th day of August, 2001.

HUMCO HOLDING GROUP, INC.

By 
John P. Thomas, Jr.
V.P. Legal and Administration