

09-10-2001

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



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

Tab settings

101837542

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

1. Name of conveying party(ies):  
NATURAL SOURCE PRODUCTS, INC.  
*09/05/01*

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

2. Name and address of receiving party(ies)  
Name: RONALD KOSLOFF  
Internal  
Address: \_\_\_\_\_  
Street Address: 15255 E. Seven Mile Road  
City: Detroit State: MI Zip: 48205  
 Individual(s) citizenship USA  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 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: 7/16/01

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):  
1217218  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
73253937

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
JAMES G. MORRIS  
Name: C/O MORRIS & ASSOCIATES  
Internal Address: \_\_\_\_\_

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

09/07/2001 TDIAZ1 00000189 1217218  
01 FC:401 40.00 DP

Street Address: 13400 Riverside Drive,  
Suite 112  
Sherman  
City: Oaks State: CA Zip: 91423

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.*

STARR RARIDON  
Name of Person Signing

Starr Raridon  
Signature

08-15-01  
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
REEL: 002363 FRAME: 0947

**SALE AGREEMENT**

THIS AGREEMENT is executed this 16<sup>th</sup> day of July, 2001, by and between NATURAL SOURCE PRODUCTS, INC., a California corporation, (hereinafter referred to as "Seller") and RONALD KOSLOFF (hereinafter referred to as "Buyer") as follows:

**1. SALE OF ASSETS**

Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase from Seller, any and all rights and interest in the trademark NSP, including the assignment of the United States Patent Office trademark and the goodwill portion of the business to which the trademark pertains.

**2. CONSIDERATION**

As consideration for the assets being sold and assigned hereunder, Buyer shall pay to Seller on the date of closing the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) in cash upon signing this Agreement.

**3. FURTHER DOCUMENTS**

Seller and Buyer agree to execute and deliver such other documents as may be necessary to give effect to the terms and conditions of this Agreement.

**4. BROKERAGE**

Seller and Buyer agree and represent that they have negotiated directly with each other and no broker was involved in

this transaction.

5. BINDING ON SUCCESSORS

This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators and assigns of each of the Parties hereto. Words used in this Agreement in the present tense include the future as well as the past; words used as masculine gender include the feminine and the neuter; the singular includes the plural, and the plural the singular; and the word "person" includes a corporation as well as a natural person.

6. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be sent to first class mail, postage prepaid, deposited in the United States mail in California. Either Party may by written notice to the other change the address for notice to be sent to them.

7. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only Agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

8. MODIFICATIONS OF AGREEMENT

The Parties to this Agreement agree that this Agreement

may only be modified by a writing signed by all the parties to this Agreement.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

SELLER

BUYER

NATURAL SOURCE PRODUCTS, INC.

By: Sitara Ravidan  
Authorized Agent

Ronald Kosloff  
RONALD KOSLOFF

NSP .salaagr/7/16/01/r1

**CONSULTING AGREEMENT**

THIS AGREEMENT is executed this 16<sup>th</sup> day of July, 2001, by and between STARR PARIDON, an individual, (hereinafter referred to as "Consultant") and RONALD KOSLOFF (hereinafter referred to as "Owner").

Owner agrees to employ Consultant as an independent contractor at the rate of ONE THOUSAND DOLLARS (\$1,000.00) a month for fifteen (15) months. The duties to be rendered by Consultant shall include telephonic consultation not to exceed five (5) hours per week regarding NATURAL SOURCE PRODUCTS marketing, distribution, and possible customer leads.

This instrument constitutes the sole and only Agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

The Parties to this Agreement agree that this Agreement may only be modified by a writing signed by all the parties to this Agreement.

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IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

CONSULTANT

OWNER

*Starr Raridon*  
STARR RARIDON

*Ronald Kosloff*  
RONALD KOSLOFF

Raridon-kosloff.consult/7/6/2001/01