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U.S. Patent &amp; TMOc/TM Mail Rpt Dct. #11



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

First Source Financial LLP

09/04/01

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Change of Name  
☐ Security Agreement ☐ Merger  
☐ Other

Execution Date: June 1, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and Address of receiving party(ies):

Name: Omni Nutraceuticals, Inc.

Internal Address:

Street Address: 5310 Beethoven Street

City: Los Angeles

State: California Zip: 90066

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Utah  
☐ 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

B. Trademark Registration No.(s)

1,915,940

Additional numbers attached?

Additional numbers attached? No

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

Name: Thomas W. Cook

Internal Address:

Street Address: P.O. Box 1989

3030 Bridgeway, Suite 425

City: Sausalito

State: California Zip: 94965

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)

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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.

Thomas W. Cook

Name of Person Signing

Signature

August 29, 2001

Date

Total number of pages comprising cover sheet: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 002365 FRAME: 0712

**QUITCLAIM ASSIGNMENT**

**WHEREAS**, other than the security interest of First Source Financial LLP ("Assignor"), in the Quitclaim Trademarks (as defined below) granted pursuant to that certain Security Agreement dated as of June 10, 1999, among Omni Nutraceuticals, Inc., formerly known as Irwin Naturals/4Health, Inc. ("Assignee") and Assignor, as agent (the "Existing Security Agreement"), Assignor desires to convey, transfer and assign to Assignee all of Assignor's right, title, and interest in, to and under the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto (the "Quitclaim Trademarks");

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor does hereby convey, transfer and assign to the Assignee, all of Assignor's right, title and interest in, to and under the Quitclaim Trademarks, together with the goodwill of the business symbolized by the Quitclaim Trademarks, except that Assignor reserves and does not assign or terminate its security interest in the Quitclaim Trademarks granted pursuant to the Existing Security Agreement.
2. The Assignor hereby disclaims all warranties, both express and implied, with respect to the Quitclaim Trademarks and Assignor's rights thereto, including any warranty of title.
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor and its respective heirs, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor has executed this Quitclaim Assignment this 1st day of June, 2001.

FIRST SOURCE FINANCIAL LLP, as Agent and Lender

By: First Source Financial, Inc.

Its: Manager

By:

Name:

Title:

STATE OF ILLINOIS )

) SS:

COUNTY OF COOK )

On this 1<sup>st</sup> day of June, 2001, before me appeared Robert Palmer, who, being by me duly sworn, did say that he/she is the Vice President of First Source Financial, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing Quitclaim Assignment ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from First Source Financial, Inc. and that the foregoing Assignment was a free and voluntary act and deed.

Jolyn Henderson  
Notary Public

My commission expires:



Schedule 1

QUITCLAIM TRADEMARKS

Name	Registration Date	Registration Number
Ginza-Plus	June 27, 1995	1,904,441
Harmony Formulas	September 5, 1995	1,915,940