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10-31-2001



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Breath Asure, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- Other _____

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

2. Name and address of receiving party(ies)

Name: **Nature's Pride, Inc.**

Internal

Address: **Attn: Jose Minski**

Street Address: **1301 Sawgrass Corporate Parkway**

City: **Sunrise** State: **FL** Zip: **33323-2813**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No **N/A**
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **March 15, 2001**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,892,899

Additional number(s) attached Yes No

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

Name: **Barbara R. Bauer**

Internal Address: **Bingham Dana LLP**

28th Floor

Street Address: **399 Park Avenue**

City: **New York** State: **NY** Zip: **10022**

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:

18-1290

(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.

Barbara R. Bauer

Name of Person Signing

Signature

10/25/01

Date

16

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

10/31/2001 DBYRNE 00000049 181290 1892899
01 FC:481 40.00 CH

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

TRADEMARK
REEL: 002392 FRAME: 0574

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT made this 15th day of March, 2001, by and between Breath Asure, Inc., a California corporation (the "**Seller**"), and Nature's Pride, Inc., a Delaware corporation, (the "**Purchaser**").

W I T N E S S E T H:

WHEREAS, pursuant to the Asset Purchase Agreement, dated February 1, 2001 (the "**Asset Purchase Agreement**"), by and between the Purchaser and the Seller, the Seller agrees to sell, transfer, assign, convey, and deliver to the Purchaser, and the Purchaser agrees to purchase and accept as of the Closing Date, all of Seller's rights, title and interests in and to the Transferred Assets.

NOW THEREFORE, in consideration of the premises and in accordance with the provisions of the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions.

1.1. Unless otherwise herein defined all terms used herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

1.2. Words importing singular number shall include the plural number and vice versa. The words "herein," "herewith," "hereby," "hereof" and words of similar import shall refer to this Agreement as a whole, and not any particular section, provision or subdivision of this Agreement.

Section 2. Assignment of Assigned Contracts.

2.1. The Seller hereby transfers, sells, conveys, assigns and delivers to the Purchaser all of the Seller's right, title and interest in and to all of the Assigned Contracts set forth on Schedule 2.1(e) of the Asset Purchase Agreement.

2.2. The Purchaser hereby absolutely and irrevocably accepts, assumes and agrees to perform the covenants, terms and conditions thereof to be performed by the Seller thereunder, from and after the Effective Time, but only to the extent such obligations, covenants, terms and conditions arise, or otherwise relate, to periods, events or actions which occur after the Effective Time.

2.3. It is understood and agreed that the Purchaser is not, by this instrument, assuming any obligation or liability of the Seller that is not an Assumed Liability. In addition, Purchaser will assume any liabilities for the payment of any cure payments due under the

Assigned Contracts. Seller shall be solely responsible for the payment of any other cure payments according to applicable law.

2.4. Notwithstanding the foregoing, to the extent that any of the Assigned Contracts not assignable without the consent of another party, the assignment of the Seller's right, title and interest in such Assigned Contracts, and the assumption by the Purchaser of any liability or obligation of the Seller relating to any such Transferred Assets, is subject to obtaining any such consents to assignment.

Section 3. Separate Agreement.

Notwithstanding any other provision of this Assignment Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of the Seller or the Purchaser set forth in the Asset Purchase Agreement or the 365 Order or the Final Order, as the case may be, nor shall this Assignment Agreement expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment Agreement is intended only to effect the assignment of the Assigned Contracts and the assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement or the 365 Order or the Final Order as the case may be.

Section 4. Non-Merger; Miscellaneous.

4.1. The agreements, obligations, assumptions and covenants of the Purchaser and the Seller under the Asset Purchase Agreement are not merged into this Assignment Agreement and shall, to the extent provided in the Asset Purchase Agreement, survive the execution and delivery of this Agreement, and the performance of the consummation of all transactions provided for in the Asset Purchase Agreement.

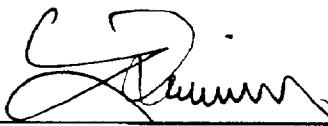
4.2. This Assignment Agreement shall be binding upon and enforceable against the Purchaser, its assigns and successors.

4.3. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.4. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BREATH ASURE, INC.

By: 
Name: LAUREN RAISEN
Title: PRESIDENT

NATURE'S PRIDE, INC.

By: _____
Name: Jose Minski
Title:

R&O-717552.2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BREATH ASURE, INC.

By: _____
Name:
Title:

NATURE'S PRIDE, INC.

By: _____
Name: Jose Minski
Title: President, Chief Executive Officer

SCHEDULE 4.7

Intellectual Property

- **Patent (see attachment)**
- **Trademarks (see attachment)**
- **License for Microdent (see attachment)**
- **Copyrights - none**

A 0121

01/31/01 MED 18:36 (TA RESEARCH)

TRADEMARK
REEL: 002392 FRAME: 0579

The
United
States
of
America



The Commissioner of
Patents and Trademarks

Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.

Therefore, this

United States Patent

Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America for the term set forth below, subject to the payment of maintenance fees as provided by law.

If this application was filed prior to June 8, 1995, the term of this patent is the longer of seventeen years from the date of grant of this patent or twenty years from the earliest effective U.S. filing date of the application, subject to any statutory extension.

If this application was filed on or after June 8, 1995, the term of this patent is twenty years from the U.S. filing date, subject to any statutory extension. If the application contains a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121 or 365(c), the term of the patent is twenty years from the date on which the earliest application was filed, subject to any statutory extension.

Acting Commissioner of Patents and Trademarks

Attest:

A 0122



US005900251A

United States Patent [19]
Raissen

[11] Patent Number: **5,900,251**
[45] Date of Patent: **May 4, 1999**

- [54] **INTERNAL BREATH FRESHENER AND DIGESTIVE AID**
- [75] Inventor: Anthony Raissen, Calabasas, Calif.
- [73] Assignee: Breath Assure, Inc., Calabasas, Calif.
- [21] Appl. No.: 08/869,693
- [22] Filed: Jun. 5, 1997

Related U.S. Application Data

- [60] Provisional application No. 60/019,541, Jun. 10, 1996
- [51] Int. Cl.⁶ A61K 9/48; A61K 35/78;
A61K 47/44
- [52] U.S. Cl. 424/456; 424/400; 424/195.1;
514/962; 514/783
- [56] Field of Search 424/400, 456,
424/195.1; 514/962, 783

[56] **References Cited**

U.S. PATENT DOCUMENTS

5,578,307 11/1996 Wuededich et al.
Primary Examiner—Edward J. Webman
Attorney, Agent, or Firm—John L. Chintalas; Michael J. Brown; Trademark & Patent Counselors of America P.C.

[57] **ABSTRACT**

An essentially herbal or herbal extract composition for the treatment and control of breath odors and aiding digestion, and method of treatment or control of breath odors and aiding digestion therewith. The preferred composition contains ginger, licorice, chamomile, parsley seed oil, and sunflower seed oil in a delivery system which is intended to be ingested and swallowed whole for delivery of the ingredients to the stomach and/or lower in the digestive tract.

8 Claims, No Drawings

Handwritten scribble

A 0123

Trademark	Mark
America's #1 Breath Capsule	TM
Bad Breath & Design	®
BreathAsure	®
BreathAsure & Design (logo)	®
BreathAsure (for dental gum)	®
BreathAsure with Digestale	®
WWW.BREATHASURE.COM	
Chew one for a Blast, two for an Explosion, three only if you Dare!	®
CitraMint	®
Convenient Oral Care Between Brushings	TM
Digestale	®
Don't Eat Without It	®
HealthAsure	®
The Internal Breath Freshener	®
The Lovable Solution	®
MegaMint	®
MintAsure & Design (Logo)	TM
OraBlast	®
OraBlast & Design	®
OraBlast The Chewable Breath Mint	TM
Original Asure & Design	TM
PureBreath	®
PXT-20	TM
The Oral Care Innovators	TM
We Licked Doggie Breath	®

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Trademarks (by Product)		Mark
BroathAsure and BroathAsure D		
America's #1 Breath Capsule		TM
Bad Breath & Design		®
BreathAsure		®
BroathAsure & Design (logo)		®
Don't Eat Without It		®
BreathAsure with Digestate		®
Digestate		®
The Intomal Breath Freshener		®
MintAsure & Design (logo)		TM
MintAsure		TM
OriginalAsure		TM
OraBlast		
Chew one for a Blast, two for an Explosion, three <i>only if you Dare!</i>		®
CitraMint		®
MegaMint		®
OraBlast		®
OraBlast & Design		®
OraBlast The Chewable Breath Drop		TM
OraBlast The Chewable Breath Mint		TM
BroathAsure Dental Gum		
BreathAsure (for dental gum)		®
Convenient Oral Care Between Brushings		TM
PXT-20		TM
PureBreath		
PureBreath		®
The Lovable Solution		®
We Licked Doggie Breath		®
Misc.		
HealthAsure		®
The Oral Care Innovators		TM

Trademarks (by Country)			Mark
Argentina			
BreathAsure			®
The Internal Breath Freshener			®
Australia			
BreathAsure			®
BreathAsure logo			®
Digestate			TM
Austria			
BreathAsure			®
Bahrain			
BreathAsure			TM
Barbados			
BreathAsure			®
Digestate			®
Belgium			
BreathAsure			®
The Internal Breath Freshener			®
Brazil			
BreathAsure			®
BreathAsure & Design (logo)			TM
Canada			
BreathAsure			®
BreathAsure & Design (logo)			®
PureBreath			®
The Breath Freshener... That You Swallow!			®
Le Rafraichisseur D'Haleine... Que L'On Avale!			®
The Lovable Solution			®
CitraMint			TM
Don't Eat Without It			®
MegaMint			TM
OraBlast			TM

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MintAsure & Design (logo)			TM
MintAsuro			
Trademarks (by Country)			Mark
OraBlast The Chewable Breath Mint			TM
We Licked Doggie Breath			TM
Chile			
BreathAsure			®
OraBlast			TM
China			
BreathAsure			®
BreathAsure logo			®
Colombia			
BreathAsure			TM
Costa Rica			
BreathAsure			®
Digestate			TM
Denmark			
BreathAsure			®
Egypt			
BreathAsure			TM
BreathAsure in Arabic			TM
El Salvador			
BreathAsure			®
The Internal Breath Freshener			TM
European Community			
BreathAsure & Design (logo)			®
Digestate			®
OraBlast			
PureBreath			
Finland			
BreathAsure			®
France			
BreathAsure			®
The Internal Breath Freshener			®
FreshAsure			®

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Gormany				
BreathAsure				®
Trademarks (by Country)				Mark
Grece				
BreathAsure				®
Guatemala				
Digestate				®
BreathAsure				TM
The Internal Breath Freshener				TM
Honduras				
The Internal Breath Freshener				®
BreathAsure				TM
Hong Kong				
BreathAsure				®
Digestate				®
BreathAsure in Chinese characters				®
Hungary				
BreathAsure				®
Indonesia				
BreathAsure				®
Ireland				
BreathAsure				®
Israel				
BreathAsure				®
Digestate				®
Italy				
BreathAsure				®
Japan				
BreathAsure				®
BreathAsure in Kalakana				®
Digestate				®
The Internal Breath Freshener				®
Korea				
BreathAsure				®
Lobanon				

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BreathAsure & Design (logo)		®
Mexico		
Trademarks (by Country)		Mark
BreathAsure		®
BreathAsure & Design (logo)		®
Digestale		®
The Internal Breath Freshener		®
PureBreath		TM
MintAsure & Design (logo)		TM
MintAsuro		TM
New Zealand		
BreathAsure		®
Nicaragua		
BreathAsure		®
The Internal Breath Freshener		®
Norway		
BreathAsure		®
Oman		
BreathAsure		TM
Panama		
BreathAsure		®
The Internal Breath Freshener		TM
Paraguay		
BreathAsure		®
Philippines		
BreathAsure		®
OraBlast		TM
Poland		
BreathAsure		TM
Portugal		
BreathAsure		®
The Internal Breath Freshener		®
Russia		
BreathAsure		®
Saudi Arabia		

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BreathAsure			®
Breath Asure (in Arabic)			®
Singapore			
BreathAsure			®
South Africa			
Trademarks (by Country)			Mark
BreathAsure			®
Spain			
BreathAsure			®
The Internal Breath Freshener			®
Sweden			
BreathAsure			®
Taiwan			
BreathAsure			®
Digestale			TM
Turkey			
BreathAsure			®
United Arab Emirates			
BreathAsure			®
United Kingdom			
BreathAsure			®
BroathAsure The Internal Broath Freshener			®
PureBreath			®
Uruguay			
BreathAsure			TM
Venezuela			
BreathAsure (label)			TM

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TRADEMARK

RECORDED: 10/31/2001

REEL: 002392 FRAME: 0588