

01-09-2002

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

1. Name of conveying party(ies):

Burn Fat Build Muscle Pack

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

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

2. Name and address of receiving party(ies)

Name: Ronald Kosloff

Internal
Address: _____

Street Address: 15255 E. Seven Mill Rd.

City: Detroit State: MI Zip: 48205

- Individual(s) citizenship USA
- 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

3. Nature of conveyance:

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

Execution Date: 9/20/01

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

Serial No. 75-038295

A. Trademark Application No.(s)

74707078

B. Trademark Registration No.(s)

2048449

Additional number(s) attached Yes No

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

Name: James G. Morris

Morris & Associates
Internal Address: _____

Street Address: 13400 Riverside Drive
Suite 112

City: Sherman Oaks State: CA Zip: 91423

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.

Starr Raridon

Name of Person Signing

Starr Raridon

Signature

10-23-01

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

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TRADEMARK
REEL: 002418 FRAME: 0385

SALE AGREEMENT

THIS AGREEMENT is executed this 20th day of September, 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 "BURN FAT BUILD MUSCLE PACK", 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 ONE THOUSAND DOLLARS (\$1,000.00) 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: Stan Karidi
Authorized Agent

Ronald Kosloff
RONALD KOSLOFF

NSP saleagr/7/5/2001/r1