

01-25-2002



101959049

[Box Assignment]

**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS**

**COVER SHEET FOR ASSIGNMENT OF TRADEMARKS**

**Please Record the Attached Original Documents or Copies Thereof.**

**1. Name of Party Conveying an Interest:**

Stuart Atkins, Inc., a corporation. *1-16-02*

**2. Name and Address of Party Receiving an Interest:**

Allan Katcher, President  
Bcon Lifo International, Inc.  
11111 Santa Monica Blvd.  
Suite No. 660  
Los Angeles, California 90025

*Jan 16 2002*

**3. Nature of Conveyance:**

(a.) "Agreement of Merger" executed July 30, 2001, endorsed-filed with the Secretary of State of the state of California on August 27, 2001.

(b.) "Certificate of Amendment of Articles of Incorporation" executed July 30, 2001, endorsed-filed with the Secretary of State of the state of California on August 27, 2001.

**4. Serial Numbers and Registration Numbers of Assigned Trademarks/ Service Marks:**

(A.) **Three Registrations: LIFO®**

(i.) Serial No. 423,727  
Reg. No. 978,143

(ii.) Serial No. 74/447,687  
Reg. No. 1,879,583

(iii.) Serial No. 72/420,159  
Reg. No. 0,961,734

01/24/2002 TDIARZ 00000139 481727

01 FC:481 40.00 OP  
02 FC:482 250.00 OP

11142001

**(B.) Three Registrations: LIFE ORIENTATIONS®**

- (i.) Serial No. 34,627  
Reg. No. 1,028,156
- (ii.) Serial No. 657,832  
Reg. No. 1,469,758
- (iii.) Serial No. 74/549,693  
Reg. No. 1,916,174

**(C.) One Registration: STRENGTH DEVELOPMENT®**

- (i.) Serial No. 72/451,935  
Reg. No. 0994888

**(D.) One Registration: STRENGTH EXCESS PROFILE®**

- (i.) Serial No. 72/409,650  
Reg. No. 0958166

**(E.) Two Registrations: STRENGTH MANAGEMENT®**

- (i.) Serial No. 72/409,648  
Reg. No. 0954450
- (ii.) Serial No. 72/409,649  
Reg. No. 0958004

**(F.) One Registration: STRENGTH DEVELOPMENT PROFILE®**

- (i.) Serial No. 72/451,934  
Reg. No. 0994718

**5. Name and Address of Attorney to Whom Correspondence Concerning Documents Should be Mailed:**

Richard A. Stambul, Esq.  
Law Offices of Richard A. Stambul  
Suite 1400  
1875 Century Park East  
Los Angeles, California 90067-2515

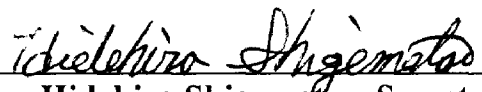
6. **Total Number of Registrations Involved:** Eleven (11).
7. **Amount of Fee Enclosed:** \$290.00
8. **To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.**

Executed on November 16, 2001, at Los Angeles, California.

Stuart Atkins, Inc., a corporation,

By:   
Allan Katcher, President

Stuart Atkins, Inc., a corporation,

By:   
Hidehiro Shigematsu, Secretary

(Total Number of Pages including cover sheet, attachments, and documents: thirteen (13)).



**SECRETARY OF STATE**

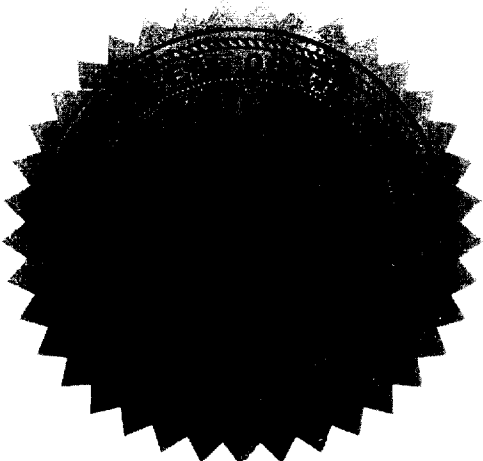
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 6 2001

Secretary of State



AUG 27 2001

BILL JONES, Secretary of State

**"AGREEMENT OF MERGER"**

**BETWEEN**

**ALLAN KATCHER INTERNATIONAL, INC. and STUART ATKINS, INC.**

**THIS "AGREEMENT OF MERGER"** (the "Agreement"), is entered into on July 30, 2001 between **Stuart Atkins, Inc.**, a California corporation, (the "Disappearing Corporation") and **Allan Katcher International, Inc.**, a California corporation, (the "Surviving Corporation"). The Disappearing Corporation and the Surviving Corporation shall sometimes be referred to collectively as the "Parties."

**RECITALS**

A. The Disappearing Corporation and the Surviving Corporation are California corporations duly organized under the laws of the State of California and have the identical Officers, Directors, sole Shareholder, and ownership interests issued and outstanding.

B. The Parties intend that the Disappearing Corporation will merge with and into the Surviving Corporation (the "Merger") pursuant to the terms and conditions set forth in this Agreement and applicable provisions of California law.

C. The Parties desire to enter into this Agreement to set forth certain provisions relating to consummation of the Merger.

**NOW, THEREFORE**, in consideration of these premises and of the mutual provisions contained in this Agreement, the Parties agree as follows:

1. **Merger.**

1.1 Upon the Effective Date, as subsequently defined, the Disappearing Corporation will merge with and into the Surviving Corporation and the separate existence of the Disappearing Corporation will cease. The Surviving Corporation will be the surviving corporation, and will continue in existence and succeed to and possess all the properties, rights, privileges, immunities, powers and purposes and will be subject to all of the obligations, restrictions, disabilities and duties of the Disappearing Corporation as if the Surviving Corporation had itself incurred such obligations, restrictions, disabilities and duties. It is contemplated and agreed that this act of Merger has the effect provided for by Section 1107 of the California Corporations Code.

1.2 If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to carry out the provisions of this Agreement, the Directors, Shareholders and Officers of the Disappearing Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances and do all other things necessary and proper to carry out the provisions of this Agreement.

1.3 At the Effective Date (i) the Surviving Corporation's Articles of Incorporation, as amended, and in effect as of the Effective Date will continue in full force and effect until altered, amended or repealed as provided therein or as provided by law; (ii) the Surviving Corporation's Bylaws, as amended, and in effect as of the Effective Date will continue in full force and effect until altered, amended or repealed as provided therein or as provided by law; (iii) each Shareholder's Interest in the Surviving Corporation will continue in full force and effect until modified pursuant to the terms of the Surviving Corporation's Bylaws; and (iv) each Shareholder's Percentage Interest in the Disappearing Corporation will cease and be extinguished and each such Shareholder's Corporation stock certificate in the Disappearing Corporation, if any, shall be surrendered to the Surviving Corporation or its agents to be voided as if same had never been issued, and no Shareholder will receive any consideration.

2. **Effective Date of Merger.** The Merger will be effective (the "Effective Date") as prescribed by law. Surviving Corporation and Disappearing Corporation shall do all other acts and things as shall be necessary or desirable in order to effectuate the Merger.

3. **Consent by All Managers and Shareholders.** This Merger has been approved by all of the respective Officers, Directors, and Shareholders of both the Surviving Corporation and the Disappearing Corporation.

4. **Representations and Warranties.** Disappearing Corporation and Surviving Corporation each represents as to itself that there has been no material adverse change in its business, financial condition, results of operations, prospects, properties, or capitalization, taken as a whole, since the date of its most recent financial statements, a copy of which has been previously delivered to the other party. Disappearing Corporation and Surviving Corporation each represents as to itself that: (i) there is no pending or threatened judicial or administrative proceeding or investigation affecting it that (a) if resolved adversely to it would have a material adverse effect on its business or (b) could reasonably be expected to impair its ability to consummate the merger, and (ii) it is not aware of any judicial or administrative decision affecting it that could reasonably be expected to hinder its ability to consummate the merger.

5. **Termination or Abandonment.** This Agreement of Merger may be terminated and the merger abandoned at any time prior to the Effective Date (i) by the mutual consent of the respective boards of directors of Disappearing Corporation and Surviving Corporation; or (ii) by either Disappearing Corporation or Surviving Corporation if, in the opinion of its board of directors evidenced by a certified copy of resolutions of that board filed with the other

party, the merger is impractical or undesirable by reason of the fact that demands of dissenting shareholders of either corporation, for purchase of their shares, are so great in amount as to render the merger inadvisable; or (iii) by a party if the conditions precedent to the obligations of that party will not have been satisfied and that party will have notified the other party of its intention to terminate this Agreement and the other party has not, within ten business days, caused satisfaction of that condition; or (iv) by a party if there has been a material and adverse change in the business, properties, or financial position of the other party; or (v) in the opinion of counsel the merger will not be a tax free reorganization. In the event of termination of this Agreement as provided in this Section, neither Disappearing Corporation nor Surviving Corporation or their respective boards of directors or shareholders shall be liable to the other or to its directors or shareholders.

6. **Attorneys Fees.** In the event of any claim or dispute arising, directly or indirectly, out of this Agreement, the prevailing party shall recover reasonable attorneys' fees and costs.

7. **Implementation.** The Parties will execute and deliver, or cause to be executed and delivered, all documents and information, and do or cause to be done all other acts and things, at such times and in such form and substance as are reasonably necessary to effectuate this Agreement.

8. **Assignment, Delegation.** No right, remedy or obligation may be assigned or delegated without the prior written consent of each party.

9. **Benefit, Binding Effect.** Subject to the paragraph entitled "Assignment, Delegation," this Agreement shall bind, inure to the benefit of, and be enforceable by the Parties, their estates, heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

10. **Third Party Benefits.** None of the provisions of this Agreement will be for the benefit of, or enforceable by, any third party beneficiary.

11. **Amendment.** Prior to the Effective Date, this Agreement may be modified or rescinded only by a writing signed by the Parties specifically stating that it is an amendment or rescission.

12. **Entire Agreement.** This Agreement constitutes a complete and final statement of the terms of the agreement between the Parties, contains their entire agreement, and supersedes all other agreements and understandings, whether written or oral, covering the subject matter hereof. The Parties further represent and warrant that there are no representations, contracts, agreements, arrangements or understandings between them, whether written or oral, relating to the subject matter contained in this Agreement which are not fully expressed herein.

13. **Applicable Law.** This Agreement as well as any and all claims and disputes arising, directly or indirectly, therefrom will be governed by and construed, interpreted and enforced

in accordance with the laws of the State of California.

14. **Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. If any provision or application of this Agreement to any person or circumstance be held invalid, inoperative, or unenforceable, the remaining Agreement and application to other persons and circumstances shall not be affected, impaired or invalidated thereby.

15. **Counterparts.** This Agreement and copies hereof may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

16. **Recitals are Binding.** All of the terms of this Agreement including but not limited to all introductory paragraphs and Recitals, if any, are contractual and binding upon the Parties hereto and are incorporated herein by reference.

**IN WITNESS WHEREOF,** Disappearing Corporation and Surviving Corporation have caused this Agreement of Merger to be executed as of the day and year first written above.

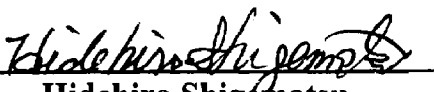
["Surviving Corporation"]

**Allan Katcher International, Inc.,  
a California corporation,**

By:   
Allan Katcher, President

["Surviving Corporation"]

**Allan Katcher International, Inc.,  
a California corporation,**

By:   
Hidehiro Shigematsu,  
Secretary

///  
///  
///  
///  
///  
///  
///  
///  
///



["Disappearing Corporation"]

Stuart Atkins, Inc.,  
a California corporation,

By:   
Allan Katcher, President

["Disappearing Corporation"]

Stuart Atkins, Inc.,  
a California corporation,

By:   
Hidehiro Shigematsu,  
Secretary

**ALLAN KATCHER INTERNATIONAL, INC.,**

**A CALIFORNIA CORPORATION**

**“CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER”**

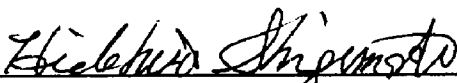
Allan Katcher and Hidehiro Shigematsu certify that:

1. They are the president and the secretary, respectively, of Allan Katcher International, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is one thousand (1,000).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 30, 2001

  
\_\_\_\_\_  
Allan Katcher, President

  
\_\_\_\_\_  
Hidehiro Shigematsu, Secretary

STUART ATKINS, INC.,

A CALIFORNIA CORPORATION

“CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER”

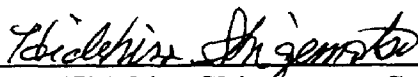
Allan Katcher and Hidehiro Shigematsu certify that:

1. They are the president and the secretary, respectively, of Stuart Atkins, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is five hundred (500).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: July 30, 2001

  
\_\_\_\_\_  
Allan Katcher, President

  
\_\_\_\_\_  
Hidehiro Shigematsu, Secretary





**SECRETARY OF STATE**

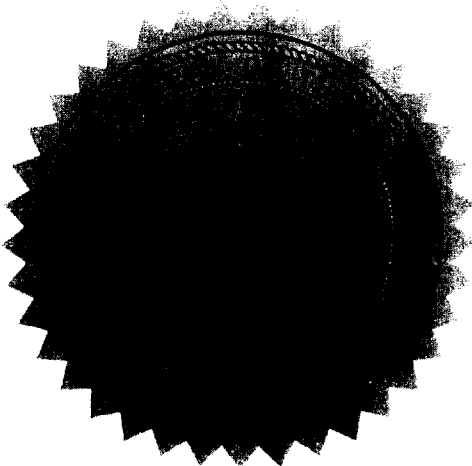
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of  1  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

***IN WITNESS WHEREOF***, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 6 2001

Secretary of State



A0569773

ENDORSEMENT - FILED  
in the office of the Secretary of State  
of the State of California

AUG 27 2001

BILL JONES, Secretary of State

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and secretary, respectively, of **ALLAN KATCHER INTERNATIONAL, INC.**, a California corporation.

2. Article "ONE" of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is:  
**BCON LIFO INTERNATIONAL, INC.**

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

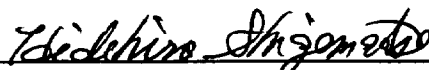
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is one thousand (1,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: July 30, 2001



Allan Katcher, President



Hidehiro Shigematsu, Secretary



LAW OFFICES  
OF  
**RICHARD A. STAMBUL**

SUITE 1400  
1875 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067-2515

TELEPHONE  
(310) 284-8003  
FACSIMILE  
(310) 552-7552  
(310) 284-8005

RICHARD A. STAMBUL\*

OF COUNSEL  
KENNETH E. CHYTEN  
WALTER H. KING  
STEVEN P. KRAKOWSKY  
RICHARD E. SATZMAN

\*ADMITTED TO PRACTICE IN  
CALIFORNIA, NEW YORK & WASHINGTON D.C.

November 19, 2001

Commissioner of Patents and Trademarks  
"Box Assignments"  
Washington, D.C. 20231  
Attention: Assignment Branch

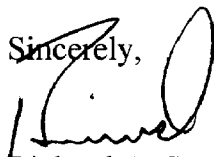
**Re: Recordal of Assignments to  
Bcon Lifo® International, Inc.**

Dear Assignment Branch:

Enclosed for recordal is an assignment of eleven ("11") federally registered trademarks/service marks all owned by Stuart Atkins, Inc., a corporation, and all of which are being assigned to Bcon Lifo International, Inc. by virtue of a statutory merger in the state of California.

The prescribed recordal fee proscribed by 37 C.F.R. Section 2.6(b)(6) is submitted herewith in the total sum of \$290.00.

Please return the recorded assignment to the undersigned at the address which appears on this letterhead.

Sincerely,  
  
Richard A. Stambul

Enclosure

pc: Bcon Lifo® International, Inc.

RECORDED: 01/16/2002

TRADEMARK  
REEL: 002432 FRAME: 0250