

2-27-02

03-22-2002



102027889

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):
LifeStream International, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Coastal Life Technologies, Inc.
Internal Address: West Tech Business Center
Address: _____
Street Address: 6993 Alamo Downs Parkway
City: San Antonio State: TX Zip: 78238

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 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: 10-18-2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,548,138
1,606,305 & 1,746,898

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mr. J. Hornblower
Internal Address: _____
Hornblower, Manning & Ward

Street Address: 711 N. Carancahua
Suite 1810
Corpus
City: Christi State: TX Zip: 78475

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 25.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
J. Hornblower
Name of Person Signing

J. Hornblower by [Signature]
Signature

2/12/02
Date

Total number of pages including cover sheet, attachments, and document: 4

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

03/21/2002 JJALLAH2 00000044 1548138

01 FC:481 40.00 DP
02 FC:482 50.00 DP

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, dated as of October 18, 2001 (this "Assignment"), by LifeStream International, Inc. ("Assignor"), a Texas corporation with its principal place of business at 2828 North Crescent Ridge Drive, The Woodland Research Forest, The Woodlands, Texas 77381 in favor of Coastal Life Technologies, Inc. ("Assignee"), a Texas corporation with its principal place of business at West Tech Business Center, 6993 Alamo Downs Parkway, San Antonio, Texas 78238.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 18, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), primarily relating to the Business (as defined in the Purchase Agreement) and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, set over, and deliver to assignee all right, title, and interest, in and to:

- (i) the trademarks, trade names, labels and other trade dress and copyrights set forth on Exhibit A hereto, whether registered or unregistered, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks, copyrights and other items set forth on Exhibit A; and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated thereby.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

LIFESTREAM INTERNATIONAL, INC.

By: *Dan L. Cox*
Dan L. Cox
Vice President, General
Manager-Operations

Acknowledged and Accepted:

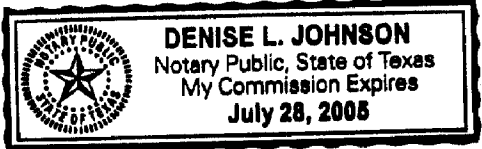
COASTAL LIFE TECHNOLOGIES, INC.

By: *Paul A. Muller*
Paul A. Muller
President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, a notary public, in and for the county and state aforesaid, do hereby certify that Dan L. Cox, known to me to be the Vice President, General Manager-Operations of LifeStream International, Inc. and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 18th day of October, 2001.



Denise L. Johnson
Notary Public

My commission expires: 10/18/01.

EXHIBIT A

<i>Trademark Name</i>	<i>Trademark Registration No.</i>	<i>Registration Date</i>
Light Touch	1,548,138	July 18, 1989
Surgi Light	1,606,305	July 17, 1990
Colorguard	1,746,898	January 19, 1993