



102080345

Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies) **Whitewing Labs, Inc.**

Individual(s)  
 General Partnership  
 Corporation - State of Delaware  
 Other

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving parties:  
 Name: **Nadin Company dba Whitewing Labs**  
 Internal Address: \_\_\_\_\_  
 Street Address: **1815 Flower Street**  
 City: **Glendale** State: **California** Zip: **91201**

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: **March 27, 2002**  
 Effective Date: **December 10, 2001**

Country: **USA**

Individual(s) Citizenship \_\_\_\_\_  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - California  
 Other -

If Assignee is not domiciled in the United States, a domestic representative designation is attached  yes  no

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No(s):

B. Trademark Registration No(s)  
 2,052,949 2,052,948  
 1,962,094 2,052,947

Additional numbers attached?  Yes  No

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

Name: **RIORDAN & McKINZIE**  
 Internal Address: \_\_\_\_\_  
 Street Address: **300 South Grand Avenue**  
**29th Floor,**  
 City: **Los Angeles** State: **CA** Zip: **90071**

6. Total number of applications and registrations involved in this request for correction: **[4]**

7. Total fee (37 CFR 3.41) ..... \$ **115.00**  
 Enclosed Check No. **102504**  
 Any additional fees which may be required are  
 Authorized to be charged to deposit account No. **50-1367**

8. Deposit account number: \_\_\_\_\_

05/07/2002 TDIAZ1 00000039 2052949  
 01 FC:481 40.00 OP  
 02 FC:482 75.00 OP

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.*

**Diane M. Lambillotte, Esq.**  
 Name of Person Signing

*Diane M. Lambillotte* April 3, 2002  
 Signature Date

Total number of pages including cover sheet, attachments, and documents: **[9 including check]**

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C., 20503.

## TRADEMARK ASSIGNMENT

WHEREAS, **Whitewing Labs, Inc.**, a Delaware corporation, with its principal place of business at 13743 Ventura Avenue, Suite 200, Sherman Oaks, California 91423 ("Assignor"), has adopted, owns and is using the trademarks listed on Exhibits A, B and C hereto in connection with various goods and/or services (the "Marks"); and

WHEREAS, Assignor owns the federal registrations for the Marks indicated on Exhibit A hereto on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein; and

WHEREAS, Assignor owns a Community Trade Mark registration in the European Union for the Mark indicated on Exhibit B hereto for the goods and/or services identified therein; and

WHEREAS, Assignor has adopted, owns and is using the Marks indicated on Exhibit C hereto for various preparations and/or food supplements made of natural ingredients; and

WHEREAS, **Nadin Company dba Whitewing Labs**, a California corporation, with a principal place of business at 1815 Flower Street, Glendale, California 91201 ("Assignee"), desires to acquire the Marks, the above-referenced registrations therefor, and accompanying goodwill in connection with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof.

**WHITEWING LABS, INC.**



Andrew Libby  
Chief Executive Officer

Effective as December 10, 2001.

SUBSCRIBED and SWORN to before me this 27<sup>th</sup> day of March, 2002

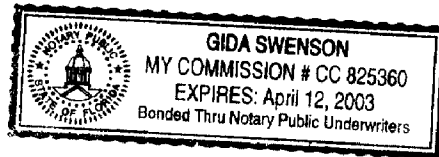
  
Notary Public

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRO PAUSE	2,052,949	April 15, 1997
ARTHRIVIVE	2,052,948	April 15, 1997
SEXHILARATE	2,052,947	April 15, 1997
PROSTSAFE	1,962,094	March 12, 1996

EXHIBIT B

<u>Trademark</u>	Community <u>Trade Mark Reg. No.</u>	<u>Registration Date</u>
SEXHILARATE	798,090	June 30, 1999

EXHIBIT C

Trademark

ANTI-GLOOM

NZ GESTION

CHOCO-THIN

OSTEO SAFE

CHOLEST-LESS

POWER MIND

CIRC-ELATION

PRESSURE CONTROL

COLON PURE

PROTRANS CREAM

DE-STRESS

RESTPIRATION

DIMI-OXIDE

SKIN ELATION

ENERG-EYES

SLEEPSAFE

EVENING GLOW

VEGGIE MIGHT

FRUIT MIGHT

VIM

GREEN MIGHT

VITAMIN & MINERAL SYSTEM

IMMUNE DEFENSE