

05-21-2002

Form PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102097241

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):

OmegaTech, Inc.

1-17-02

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

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

3. Nature of conveyance:

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

Execution Date: January 17, 2002

2. Name and address of receiving party(ies)

Name: OT Lenders II, LLC

Internal Address: c/o Robert Flanagan

Street Address: 7500 Old Georgetown Road

City: Bethesda State: MD Zip: 20814

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Christopher M. Iorillo

Internal Address:

c/o Paul, Hastings, Janofsky & Walker LLP

Street Address: 555 S. Flower Street

23rd Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(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.

Christopher M. Iorillo, Esq.

Name of Person Signing

Christopher M. Iorillo
Signature

January 17, 2002

Date

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

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

TRADEMARK
REEL: 002510 FRAME: 0104

Supplemental Page to Recordation Form Cover Sheet – Trademarks Only

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

Trademark	Filed	Filing Date	Registered	Registration Date	Country
Circle Design	74/284,277	6/11/1992	1,971,571	4/30/1996	USA
DHA Gold & Design	75/003,817	10/10/1995	2,047,242	3/25/1997	USA
DHA Gold & Design	75/47,891	5/4/1998	2,234,342	3/23/1999	USA
Gold Circle Farms	75/978,773	10/31/1997	2,963,320	6/27/2000	USA
Golden Circle Farms	75/418,368	1/15/1998	2,233,959	3/23/1999	USA
OmegaFeed	74/289,545	6/25/1992	1,967,146	4/9/1996	USA
OmegaRich	74/288,767	6/25/1992	1,971,572	4/30/1996	USA
Where Nutrition is Naturally Raised	75/533,839	8/10/1998	2,297,960	12/7/1999	USA
Babies Need Their DHA Long Before Their ABC's	75/527,683	7/28/1998			USA
Circle Design	74/284,278	6/11/1992			USA
Circle Design	74/284,771	6/11/1992			USA
DHA GOLD (BLOCK LETTERS)	76/309,937	9/5/2001			USA
DHABeef	74/545,604	7/5/1994			USA

<u>Trademark</u>	<u>Filed</u>	<u>Filing Date</u>	<u>Registered</u>	<u>Registration Date</u>	<u>Country</u>
DHACHicken	74/545,603	7/5/1994			USA
DHAEggs	74/545,605	7/5/1994			USA
DHAPork	74/545,602	7/5/1994			USA
DHATurkey	74/548,537	7/5/1994			USA
Ecological Solutions for Nutrition	75/662,205	3/17/1999			USA
Gold Circle Farms	75/382,956	10/31/1997			USA
Great Taste, Better Nutrition	76/130,683	9/19/2000			USA
Improving and Preserving Health	75/663,291	3/17/1999			USA
Natural Bioactive Compounds	76/297,344	8/7/2001			USA
Nature's Original Source	75/662,207	3/17/1999			USA
Nutramark	75/344,997	8/21/1997			USA
Omega DHA & Design	75/037,806	12/27/1995			USA
Omega Eggs	74/522,569	5/5/1994			USA
Omega Farms	74/522,389	5/5/1994			USA
OmegaBeef	74/522,382	5/5/1994			USA
OmegaChicken	74/522,949	5/5/1994			USA

<u>Trademark</u>	<u>Filed</u>	<u>Filing Date</u>	<u>Registered</u>	<u>Registration Date</u>	<u>Country</u>
OmegaPork	74/522,951	5/5/1994			USA
OmegaTurkey	74/534,804	6/6/1994			USA
OmEggs	74/522,950	5/5/1994			USA

Exhibit A to UCC Financing Statement

Debtor: OmegaTech, Inc.
 Secured Party: OT Lenders II, LLC

All right, title and interest in any and all of Debtor's personal property, wherever located and whenever acquired, including without limitation, accounts, accounts receivable, as-extracted collateral, chattel paper (including tangible and electronic chattel paper), documents, contract rights, rights to licenses and to royalties, fees and other proceeds thereof, deposit accounts, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, letters-of-credit, letter of credit rights, payment intangibles, promissory notes, Intellectual Property Collateral and the goodwill associated therewith, all supporting obligations, all books and records in any medium with respect to the foregoing and, to the extent not otherwise included, all proceeds and products of, and all accessions to, and substitutions and replacements for, any and all of the foregoing (including cash and non-cash proceeds and the proceeds of any and all insurance) "Intellectual Property Collateral" means all of Debtor's right, title, and interest in and to the following: (a) Copyrights, Trademarks and Patents; (b) Any and all trade secrets, inventions, mask works, programs, works of authorship, know-how, discoveries, developments, designs, design rights and techniques and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held; (c) Any and all claims for damages by way of past, present and future infringement of any of the rights included in (a) or (b) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such intellectual property rights; (d) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (e) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; (f) All documents, models, samples, specimens, reports, drawings, research materials, notes and other materials in connection with or which in any way embody or relate to any Patent or patentable matter and the right to pursue, prepare, file and prosecute any Patent application(s) in connection therewith; and (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing. "Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held. "Patents" means all patents, patent applications, all types of exclusionary or protective rights granted (or applications therefor) or inventions and like protections (including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same) and any and all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an article of manufacture). "Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

EXHIBIT B

Supplemental Page to Recordation Form Cover Sheet – U.S. Trademarks

Serial No.	Mark	Reg. No.	Reg. Date
74/284,227	Circle Design	1,971,571	4/30/1996
75/003,317	DHA GOLD & design	2,047,242	3/25/1997
75/478,911	DHA GOLD & design	2,234,342	3/23/1999
75/978,773	GOLD CIRCLE FARMS	2,363,329	6/27/2000
75/418,368	GOLDEN CIRCLE FARMS	2,233,959	3/23/1999
74/289,545	OMEGAFEEED	1,967,146	4/9/1996
74/288,767	OMEGARICH	1,971,572	4/30/1996
75/533,839	WHERE NUTRITION IS NATURALLY RAISED	2,297,860	12/7/1999
75/527,883	BABIES NEED THEIR DHA LONG BEFORE THEIR ABC'S		
74/284,278	Circle Design		
74/284,771	Circle Design		
76/309,937	DHA GOLD		
74/545,604	DHABeef		
74/545,603	DHACHicken		
74/545,605	DHAEGgs		
74/545,602	DHAPork		

Serial No.	Mark	Reg. No.	Reg. Date
74/545,537	DHATurkey		
75/662,205	ECOLOGICAL SOLUTIONS FOR NUTRITION		
75/382,956	GOLD CIRCLE FARMS		
76/130,633	GREAT TASTE, BETTER NUTRITION		
75/663,291	IMPROVING AND PRESERVING HEALTH		
76/297,344	NATURAL BIOACTIVE COMPOUNDS		
75/662,207	NATURE'S ORIGINAL SOURCE		
75/344,997	NUTRAMARK		
75/037,806	OMEGA DHA & Design		
74/522,569	OMEGA EGGS		
74/522,389	OMEGA FARMS		
74/522,382	OMEGABEEF		
74/522,949	OMEGACHICKEN		
74/522,951	OMEGAPORK		
74/534,804	OMEGATURKEY		
74/522,950	OmEggs		

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 01/18/2002
2016225 9 - 0000000
SRV: 020036245

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Paul, Hastings, Janofsky & Walker LLP
Twenty-Third Floor
555 South Flower Street
Los Angeles, CA 90071-2371
Attn: Christopher M. Iorillo, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Omega Tech, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4909 Nautilus Court North, Suite 208			CITY Boulder	STATE CO POSTAL CODE 80301 COUNTRY USA
1d. TAX I.D.#, SSN OR EIN EIN 84-1093397	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL I.D.#, if any DE 3372578 <input type="checkbox"/> None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY
2d. TAX I.D.#, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> None

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR (S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME OT Lenders II, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7500 Old Georgetown Road			CITY Bethesda	STATE MD POSTAL CODE 20814 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Please see Exhibit A attached hereto and incorporated herein by reference.

This financing statement is presented for filing to the Delaware Secretary of State.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if appropriate) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(S) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA