

FORM PTO-1618A
Expires 06/30/99
OMB 0851-0027

05-24-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102103043

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 4-12-01
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
3 01 01
4 12 01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

3 01 01
4 12 01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/28/2002 6TON11 00000018 2285054

01 FC:481 40.00 0P

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002512 FRAME: 0865

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2285054"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

G. TODD NORTON/PRESIDENT
Name of Person Signing

Todd Norton
Signature

4/12/01
Date Signed

TRADEMARK

REEL: 002512 FRAME: 0866

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name WFM NatureSmart, LLC

3 / 01 / 01
4 / 12 / 01

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship State of Incorporation/Organization Colorado

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Sabinsa Corporation

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 121 Ethel Road West, Unit 6

Address (line 2) _____

Address (line 3) Piscataway New Jersey 08854
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Jersey

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u>2285054</u>		

LICENSING AND PRICING AGREEMENT

This Agreement is made and entered into on this 12 day of April, 2001, by and between WFM NatureSmart, LLC (hereinafter referred to as "NatureSmart"), a Colorado Limited Liability Company with its principal place of business at 1500 East 128th Avenue, Thornton, Colorado 80241, and Sabinsa Corporation (hereinafter referred to as "Sabinsa"), a New Jersey Corporation with its principal place of business at 121 Ethel Road West, Unit 6, Piscataway, New Jersey 08854.

RECITALS

WHEREAS, Sabinsa is a manufacturer and wholesaler of dietary supplement ingredients and finished dietary supplement products;

WHEREAS, NatureSmart is a company engaged in the business of marketing, manufacturing, and distributing dietary supplements;

WHEREAS, NatureSmart and Sabinsa, (collectively referred to as the "Parties"), desire to enter into an agreement for the mutual benefit of the Parties.

IN CONSIDERATION OF the mutual obligations and promises set forth below, the Parties agree as follows:

1. Transfer of Rights in the "SELENIUM SELECT" Trademark

1.1 Trademark. NatureSmart owns the "SELENIUM SELECT" trademark, which received federal registration on the Principal Register in International Class 5, Registration Number 2,285,054, for non-prescription dietary supplements.

1.2 Assignment of Trademark Rights. NatureSmart agrees to transfer to Sabinsa all of its rights, title, interest, and liabilities in the trademark "SELENIUM SELECT", Registration Number 2,285,054, as evidenced by submission of the Recordation Cover Sheet, a copy of which is set forth as Exhibit 1, attached herein and integrated into this Agreement.

2. License

2.1 License. Sabinsa will license the "SELENIUM SELECT" trademark to NatureSmart for use on its products and on promotional pieces for the products, including, without limitation, marketing campaigns, catalogs, flyers, inserts, brochures, and advertisements; such license shall be non-expiring, royalty-free, and paid in full.

2.2 Restrictions. NatureSmart shall only use the "SELENIUM SELECT" trademark on products that contain some quantity of Sabinsa's L-selenomethionine

product, the content of which is set forth in Exhibit 2, attached herein and integrated into this Agreement. This license does not extend to products that contain selenium products, including, without limitation, selenium metabolites and selenium amino acid chelates, from a source other than Sabinsa. Any modifications to the current L-selenomethionine formulation may be made in accordance with Section 4.10 below.

2.3 Materials Exemption. Notwithstanding the requirements set forth in Section 2.2 above, NatureSmart is not required to obtain all of its selenium or L-selenomethionine material from Sabinsa.

2.4 Standard Product Utilization. NatureSmart may, in its sole discretion, incorporate or manipulate the L-selenomethionine product that it receives from Sabinsa to develop or enhance any existing or future product.

2.5 Transfer. In the event of any modification to NatureSmart's existing corporate structure, including, without limitation, merger, acquisition, sale of assets, or stock transfer, such license to the "SELENIUM SELECT" trademark and all rights associated with it shall be automatically transferred to the resulting affiliate, assignee, successor company, transferee, subsidiary, or other entity.

3. Pricing

3.1 Preferred Pricing. Sabinsa shall provide NatureSmart with preferred pricing on the L-selenomethionine material that it supplies to NatureSmart.

3.2 Product Discount. NatureSmart shall receive a fifteen percent (15%) pricing discount from Sabinsa off any quantity of the L-selenomethionine product that NatureSmart orders from Sabinsa; such pricing discount shall apply to any NatureSmart successor entity, as set forth in Section 2.5 above.

3.3 Terms. The fifteen percent (15%) pricing discount shall be determined in accordance with similarly situated customers who purchase a like volume of Sabinsa's L-selenomethionine product; acknowledging that the L-selenomethionine product standard formulation may be subject to modifications, in which case Section 4.10 below would apply and the new L-selenomethionine formulation would substitute for the existing product.

4. General Provisions

4.1 Confidentiality. Each Party acknowledges that in the course of performing its obligations hereunder it will be receiving information which is considered confidential and proprietary to the other Party. "Confidential Information" refers to all correspondence, including, without limitation, marketing plans and strategies, proposed product development, proprietary ingredients, trademarks, patents, copyrights, service marks, and trade secrets.

4.2 Confidentiality Restrictions. Each Party shall; 1) not disclose Confidential Information given to it by the other Party to any person, real or legal, except as necessary for such Party to perform its obligations under this Agreement; 2) prevent its employees, agents, or other third parties from disclosing, disseminating, or publishing the Confidential Information set forth under this Agreement; and 3) exercise the same degree of care to safeguard the confidentiality of the other Party as it would exercise for its own confidential information.

4.3 Exclusions. Notwithstanding the provisions set forth in 4.1 and 4.2 above, each Party's obligations to maintain the Confidential Information of the other Party are extinguished if the Confidential Information: 1) is or becomes publicly available without breach of this Agreement by the Party receiving the Confidential Information; 2) is released for disclosure by the originating Party with its written consent; 3) is known by the receiving Party prior to the disclosure, as shown by the receiving Party's files; or 4) is received from a third party not under a duty of confidentiality of the non-disclosing party without similar restrictions and without breach of this Agreement.

4.4 Publicity. Neither Party shall make public information concerning the specific terms of this Agreement, nor the supplies or services provided hereunder, without the prior written consent of the other Party, except as may be required by law or pursuant to a lawful request of a governmental agency.

4.5 Notice. Any notice required or permitted by this Agreement shall be in writing, via courier, or prepaid registered or certified mail, return receipt requested, addressed to:

If to NatureSmart:

President
1500 East 128th Avenue,
Thornton, Colorado 80241
Phone: (303) 474-2300
Fax: (303) 474-2713

If to Sabinsa:

Todd Norton
121 Ethel Road West, #6
Piscataway, New Jersey 08854
Phone: (732) 777-1111
Fax: (732) 777-1443

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

4.7 Integration Clause. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior written or oral communications or agreements.

4.8 Force Majeure. Neither Party shall be responsible for any impossibility of performance when occasioned by any extraordinary or unforeseeable circumstances beyond the control of the Party, including, without limitation, war, embargo, strike, civil disorder, fires, floods, or governmental regulation.

4.9 Severability. If any provision is adjudicated invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. However, if that portion held to be invalid or unenforceable is essential to the continued performance of this Agreement, the Parties shall, in good faith, attempt to negotiate a substitute provision that shall most nearly approximate the original intent of the Parties, and shall be signed by the Parties, attached herein, and integrated into this Agreement.

4.10 Modifications. Any modifications to this Agreement must be in writing and mutually agreed upon by the Parties.

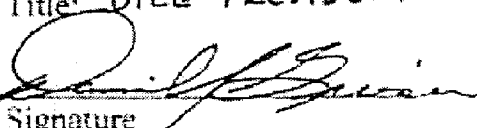
4.11 Waiver. Any waiver promulgated under this Agreement must be in writing and signed by both Parties. A waiver of one event shall not be construed as a waiver of subsequent events.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 12th day of April, 2001.

WFM NatureSmart, LLC:

Name: DANIEL J. GRIEGER

Title: VICE PRESIDENT

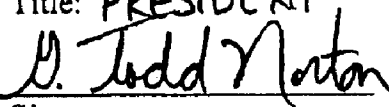

Signature

Date: 4/13/01

Sabinsa Corporation:

Name: G. TODD NORTON

Title: PRESIDENT


Signature

Date: APRIL 12, 2001