

06-27-2002



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102137297

To the Honorable Commissioner of Patents and Trademarks. Please refer to the attached original document or copy thereof.

1. Name of conveying party(ies):

Omni Nutraceuticals, Inc.

6-24-02

- Individual(s)
- General Partnership
- Corporation- Utah
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 5, 2002

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

A. Trademark Application No.(s)

78/074,964

Additional numbers attached? No

2. Name and Address of receiving party(ies):

Name: Primary Investments Group Limited

Internal Address:

Street Address: TrustNet Limited

P.O. Box 3444 Road Town

Tortola, British Virgin Islands

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- British Virgin Islands
- 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

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

Name: Thomas W. Cook

Internal Address:

Street Address: P.O. Box 1989

3030 Bridgeway, Suite 425

City: Sausalito

State: California Zip: 94965

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Thomas W. Cook

Name of Person Signing

Signature

June 17

Date

2002

Total number of pages comprising cover sheet:

1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/26/2002 DBYRNE 00000206 78074964

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Commissioner of Patents and Trademarks
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
REEL: 2532 FRAME: 0853

GENERAL ASSIGNMENT OF TRADEMARKS

WHEREAS Omni Nutraceuticals, Inc. ("Assignor"), a corporation organized and existing under the laws of the State of Utah, United States of America, having its mailing address at 5310 Beethoven Street, Los Angeles, California 90066, in connection with its business, registered the trademarks (the "Marks"), filed trademark applications for the Marks, and has continuously used and is using the Marks identified in Schedule A attached hereto, on or in connection with the goods identified in the trademark registrations and trademark applications for the Marks.

WHEREAS Primary Investments Group Limited ("Assignee"), a corporation organized and existing under the laws of the British Virgin Islands, having its mailing address at TrustNet Limited, P.O. Box 3444 Road Town, Tortola, British Virgin Islands, is desirous of acquiring all of the business of Assignor symbolized by the Marks, as its successor in such business, and is desirous of acquiring the trademark registrations and trademark applications for the Marks, in conjunction with the acquisition of such business, and use of the Marks in commerce on or in connection with the goods identified in the trademark registrations and trademark applications for the Marks.

NOW, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does, in connection with the sale of its entire ongoing and existing business to which the Marks pertain, hereby assign unto Assignee, all right, title, and interest in and to the Marks identified in Schedule A, together with the good will of the business symbolized by the Marks. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office), and take all such actions as Assignee may request, to evidence Assignee's interest in the Marks and the goodwill associated therewith, and perfect and enforce Assignee's rights under this Assignment.

Assignor hereby executes this assignment document on the date set forth below.

Omni Nutraceuticals, Inc.

Date: June 5, 2002

By: [Signature]
Klee Irwin
Chief Executive Officer/President

NOTARIAL ACKNOWLEDGMENT

United States of America)
State of California) SS.
County of Los Angeles)

On this 5 th day of June, 2002, before me the undersigned, a Notary Public for the State of California, personally appeared Klee Irwin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within General Assignment of Trademarks instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
Notary Public

(seal)



Schedule A

TRADEMARK REGISTRATIONS		
Trademark	Country	Registration Number
151 BAR & Design	United States	2,421,264
APPLIED NUTRITION	United States	2,120,594
BURNMORE	Canada	532,264
BURNMORE	United States	2,047,620
CANDISTROY	United States	2,156,503
CELLULITE BURNER	United States	2,427,644
CRAVELESS	United States	2,047,619
DIET SYSTEM 6	Canada	552,560
DIET SYSTEM 6	European Union	922,419
DIET SYSTEM 6	United States	2,120,614
ENDURANCE ENERGY	United States	2,417,568
ESTRO GENESIS	United States	2,465,824
FULFILL	United States	2,233,592
GINKO SMART	United States	1,983,826
GINZA-PLUS	United States	1,901,441
HARMONY FORMULAS & Design	United States	1,915,940
INHOLTRA	European Union	598,870
INHOLTRA	Switzerland	451,523
INHOLTRA	United States	2,135,818
IRWIN NATURALS	United States	2,101,234
MEMORY SHARP	United States	2,210,948
MIND ENERGY	United States	2,417,567
NATURE'S SECRET	United States	1,791,241
NATURE'S SECRET (Basket Design)	Argentina	1,674,652
NATURE'S SECRET (Basket Design)	Brazil	819,908,290
NATURE'S SECRET (Basket Design)	China	1,228,146
NATURE'S SECRET (Basket Design)	Mexico	544,919
NATURE'S SECRET (Basket Design)	Puerto Rico	36,806

NATURE'S SECRET (Basket Design)	South Korea	414,368
NATURE'S SECRET (Basket Design)	United States	1,970,032
NATURE'S SECRET (Basket Design)	Chile	502,793
NATURE'S SECRET (Oval Design)	Argentina	1,674,651
NATURE'S SECRET (Oval Design)	Brazil	819,908,304
NATURE'S SECRET (Oval Design)	Chile	541,672
NATURE'S SECRET (Oval Design)	China	1,224,264
NATURE'S SECRET (Oval Design)	Mexico	550,434
NATURE'S SECRET (Oval Design)	Puerto Rico	36,807
NATURE'S SECRET (Oval Design)	United States	1,982,374
PARA-CONTROL	United States	2,463,824
PHEN SAFE	United States	2,360,576
REZYME	United States	2,134,401
SIX WAY ENERGY	United States	2,259,586
SIX WAY MULTI	United States	2,256,918
SIX-WAY CLEANSE	United States	2,304,242
SYSTEM SIX	European Union	921,262
SYSTEM SIX	Japan	4,176,629
SYSTEM-SIX	United States	2,101,669
THIN SOLUTION	United States	2,397,749
ULTIMATE B	United States	1,848,487
ULTIMATE CLEANSE	United States	2,023,228
ULTIMATE ENERGY	United States	2,164,284
ULTIMATE FASTING CLEANSE	United States	2,478,514
ULTIMATE FIBER	United States	1,848,486
ULTIMATE GREEN	United States	2,166,580
ULTIMATE LIVER	United States	2,292,962
ULTIMATE MULTI	United States	2,048,647
ULTIMATE MULTIPLUS	United States	2,136,011
ULTIMATE OIL	United States	1,847,555
XENEDROL	United States	2,532,302

TRADEMARK APPLICATIONS		
Trademark	Country	Application Number
DIET SYSTEM 6	Malaysia	97-13268
DIET SYSTEM 6	Singapore	T97/07806C
ESTRO-PAUSE	United States	78/095,993
IMMUNO-SHIELD	United States	
INHOLTRA	Russia	
LUBRI JOINT	United States	78/096,074
NATURE'S SECRET	Canada	787,745
NATURE'S SECRET (Basket Design)	Canada	851,750
PROSTRA-STRONG	United States	78/074,964
PROTEIN BURST	United States	78/095,951
STEEL LIBIDO	United States	78/096,013
THE NEW GRAPEFRUIT DIET	United States	75/779,389
ULTIMATE CLEANSE	Canada	863,296
VEROXIN-7	Russia	200077727075
VEROXEN-7	United States	78/101,881
VIROXEN-7	United States	78/101,669
XENEDROL	United States	78/096,022
PENDING TRADEMARKS		
Trademark	Country	
INHOLTRA	Estonia	
INHOLTRA	Lithuania	