

07-08-2002

Form PTO-1594
(Rev. 03/01)
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RE



102146373

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

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

1. Name of conveying party(ies):

Self Care Holdings, Inc.

6-27-02

- Individual(s)
- General Partnership
- Corporation-State
- 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 31, 2001

2. Name and address of receiving party(ies)

Name: Self Care, Inc.

Internal

Address: Suite 300

Street Address: 360 Interlocken Blvd.

City: Broomfield State: CO Zip: 80021

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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

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

A. Trademark Application No.(s) 75/665,011

B. Trademark Registration No.(s) 1,662,455

Additional number(s) attached Yes No

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

Name: Jonathan Kirsch

Internal Address: Suite 1700

07/05/2002 6TOM11 00000238 75665011

01 FC: 181 40.00 OP
02 FC: 182 425.00 OP

Street Address: 1875 Century Park East

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jonathan Kirsch

Name of Person Signing

Signature

6-27-02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002538 FRAME: 0874

CONTINUATION OF ITEM 4

Trademark Application Nos.	Trademark Registration Nos.
75/665,014	1,969,004
75/665,013	2,249,604
75/782,890	2,222,964
75/666,122	1,816,245
75/666,123	1,816,246
75/782,836	2,218,911
75/665,012	
75/541,619	
75/508,613	
75/473,292	

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 31st day of January 2001, between Self Care Holdings, Inc., a Colorado corporation ("Assignor"), and Self Care, Inc., a Colorado corporation ("Assignee").

WHEREAS Assignor is the sole and exclusive owner of the entire right, title and interest in and to certain trademark registrations and applications, listed in Schedule A attached hereto (the "Marks") and has adopted, used and is using certain corporate names also listed on Schedule A (the "Names"); and

PURSUANT to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of the date of this Assignment (the "Agreement"), the Assignor has agreed to grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks and the Names in the United States, its territories and possessions, and throughout the world together with the goodwill of the businesses associated therewith.

AGREEMENT

1. Assignment. In consideration of the premises set forth in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee pursuant to the Agreement the entire right, title and interest in, to and under the Marks, together with the goodwill of the business in connection with which the Marks are used in the United States and throughout the world, and all registrations of and applications to register the Marks and the Names, for Assignee's own use and enjoyment, and for the use of enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):
 - a. In the preparation and prosecution of any applications for registration or any applications for renewal or registrations covering the Marks anywhere in the world;
 - b. In the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks anywhere in the world, including, but limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment;

- c. In obtaining any additional trademark or tradename protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and
- d. In the implementation or perfection of this assignment.

3. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form of which received, together with all necessary assignments and endorsements.

4. The Agreement. Assignor delivers this Assignment to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Agreement. All capitalized terms referred to above are used as defined in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the day and year first above written.

SELF CARE HOLDINGS, INC.


By _____ Jirka Rysavy
Title : Chief Executive Officer

SCHEDULE A			
List of Marks and Names			
SERIAL NO.	REG NO.	WORD/MARK	LIVE-DEAD
75665011		Taking Control of Your Health	Live
74118949	1662455	Taking Control of Your Health	Live
75665014		Guaranteed Forever!	Live
75665013		Products for Healthy Living	Live
74618323	1969004	Products for Healthy Living	Live
75782890		SelfCare.Com Support Guidance Answers	Live
75666122		SC (& design)	Live
75666123		SelfCare	Live
75473294	2249604	SelfCare	Live
75473290	2222964	SelfCare	Live
74316272	1816245	SelfCare	Live
74316296	1816246	SelfCare Catalog (& design)	Live
75782836		SelfCare.Com	Live
75665012		SelfCare Today	Live
75541619		Essential Elements	Dead
75508613		SelfAssure	Live
75473292		SelfCare	Live
75419308	2218911	Guaranteed Forever! (stylized)	Live