

07-25-2002

HEET

Docket No.:

LY

14132-1



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To the Honorable Commissioner of F

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ne attached original documents or copy thereof.

1. Name of conveying party(ies):

Innovative Products, LLC

7.23.02

- Individual(s)
- General Partnership
- Corporation-State
- Other **Limited Liability Company**

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **August 30, 2001**

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

Name: **MRN Group LLC**

Internal Address:

Street Address: **2248 Townsgate Road #D**

City: **Westlake** State: **CA** ZIP: **91361**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/816,956

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: **Christopher A. Holland**

Internal Address: **Burr & Forman LLP**

Street Address: **Post Office Box 830719**

City: **Birmingham** State: **AL** ZIP: **35283**

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:

500376

FINANCE SECTION
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RECORDS

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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 A. Holland, Esq.

Name of Person Signing

Christopher A. Holland

Signature

July 18, 2002

Date

Total number of pages including cover sheet, attachments, and

2

TRADEMARK

Trademark Assignment

WHEREAS. Innovative Products, LLC, a limited liability company organized in the state of Tennessee, of Two Brentwood Commons, Suite 150, Brentwood, Tennessee 37027 ("Assignor"), is the owner of the application to register the mark NO PAIN, Serial No. 75/816,956 (the "Mark"); and

WHEREAS. MRN Group LLC, organized in the state of California, of 2248 Townsgate Road #D, Westlake, California 91351 ("Assignee"), is desirous of acquiring the entire interest of the Mark,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged. Assignor, by these presents does sell, assign and transfer unto the Assignee all of its right, title and interest in and to the said trademark described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, nunc pro tunc, effective as of July 3, 2001, the same to be held and enjoyed by the said Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which Assignor is a party or to the obligations under which Assignor may have succeeded or to which its right in said trademark is subject and subject further to any obligations to said licensees which Assignor may have; and said Assignor does hereby covenant and agree with the said Assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademark, claims for damages by reason of past infringement and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at Nashville, Tennessee as of this 30th day of August, 2001.

INNOVATIVE PRODUCTS, LLC

By: [Signature]

Its: President

SUBSCRIBED and SWORN to before me this 30th of August, 2001.

[Signature]
Notary Public

My Commission Expires: 11-29-2003

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