

10-03-2002

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Form PTO-1594

(Rev. 03/01)

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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):

ShapeRite Concepts, Ltd.

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

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

3. Nature of conveyance:

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

Execution Date: August 18, 2000

2. Name and address of receiving party(ies)

Name: 4Life Research, L.C.

Internal

Address: _____

Street Address: 9850 South 300 West

City: Sandy State: UT Zip: 84070

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

Other Limited Liability Company - Utah

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)

Serial No.: 75/808941 START+

B. Trademark Registration No.(s)

See Attachment

Additional number(s) attached Yes No

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

Name: Richard L. Hill

Internal Address: Hill, Johnson & Schmutz

Street Address: 3319 North University Avenue

City: Provo State: UT Zip: 84604

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41).....\$715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Richard L. Hill

Name of Person Signing

Richard L. Hill

Signature

July 1, 2002

Date

6

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

10/03/2002 6TON11 0000141 75808941

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

01 FC:481
02 FC:482

40.00 OP
675.00 OP

TRADEMARK
REEL: 002556 FRAME: 0851

SHAPERITE CONCEPTS TRADEMARK REGISTRATIONS
FOR WHICH THE ATTACHED ASSIGNMENT IS TO BE RECORDED

<u>Registration Number</u>	<u>Trademark</u>
1,936,097	BOUNTIFUL HARVEST
2,164,209	CATALYST
2,048,143	CITRI-SHAPE
2,004,491	ENZY-RITE
2,245,147	INNER SUN
2,120,630	KIDGUARD
1,852,191	MEGAWATT
2,337,760	M POWER 52 logo
1,936,096	NDS
1,896,768	NI-CHROME
2,031,056	PBGS+
1,922,811	PHYTOGENESIS
1,846,112	PHYTOLAX
1,896,767	RECALL
1,773,380	REZOOM
2,120,629	RITE-LIFE
2,447,834	RITE-NOW
1,856,518	SHAPE-FAST
2,173,675	SHAPE-FAST PLUS
1,852,190	SHAPERITE, class 5
2,123,801	SHAPERITE logo, class 5
2,146,082	SHAPERITE logo, class 35
2,045,776	SHAPERITE, class 3
2,027,833	SOOTHE-RITE
2,276,702	\$TART RITE logo
2,060,829	TRI-LITE
2,297,664	TRI-LITE PLUS

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Agreement is entered into this day by and between ShapeRite Concepts, Ltd., a Nevada corporation ("**ShapeRite**") and 4Life Research, LC, a Utah limited liability company, ("**4Life**").

A. ShapeRite and 4Life have this date entered into a Business Combination and Contribution Agreement ("**Combination Agreement**") wherein ShapeRite has agreed to contribute and transfer substantially all of its assets and business to 4Life, and

B. 4Life has agreed to assume certain liabilities and obligations of ShapeRite.

Now, therefore, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. ShapeRite hereby assigns, transfers, and conveys to 4Life all of its right, title, and interest in and to all intellectual property by ShapeRite, including but not limited to the intellectual property described in ShapeRite Disclosure Schedule 6.1.10 attached hereto and incorporated herein (collectively "**Intellectual Property**"). 4Life hereby accepts this assignment of ShapeRite's right, title, and interest in and to the Intellectual Property.

2. The foregoing Intellectual Property assigned herein includes but is not limited to all U.S., foreign and international rights in the following:

(a) trademark and trade name rights, including but not limited to trademark and trade name applications and registrations and renewals thereof, common-law rights, designs, icons and logos, internet domain names and all good will of the business associated with the foregoing trademark and trade name rights;

(b) copyrights, including but not limited to copyright applications and registrations and renewal and extensions thereof, common-law copyrights, rights in all works of authorship including works-for-hire, publication rights, rights of publicity and privacy, and moral rights;

(c) patent rights, including but not limited to all pending patent applications including provisional, divisional, continuing, substitute, reissue and other patent applications, all patents issuing from said patent applications, including utility patents, design patents, petty patents, patents of importation and registration, European and other regional patents and PCT patent rights and renewals and extensions thereof;

(d) confidential information, including but not limited to trade secrets, know-how, proprietary data, business information and plans, client, vendor, lease and license information

and data, technological information and data, algorithms, processes, methodologics, formulas, designs, images, and all media containing said confidential information, including software, computer screens and print-outs, discs, tapes, recordings, videos, CDs, DVDs, drawings, and photographs;

(e) commercial intellectual property rights, including but not limited to trade dress, packaging, commercial designs, advertising and marketing copy and layouts, look-and-feel; and

(f) all currently existing statutory and common-law claims and causes of action against others involving or related to intellectual property, including but not limited to infringement, misappropriation, dilution, disparagement, defamation, copying, counterfeiting, piracy, passing off and unfair competition.

3. ShapeRite agrees to sign all lawful papers, execute all formal assignments for recording and all filing and prosecution documents, testify as requested by 4Life in any lawful proceeding and generally do all other and further acts deemed necessary or expedient by 4Life to assist and enable 4Life to obtain the full benefits and to fully enforce ShapeRite's right, title and interest in the assigned Intellectual Property.

4. ShapeRite further agrees to transfer to 4Life the original documents and certificates of registration or grant for all of the Intellectual Property given above, together with any and all documents, copies, files, materials, devices and items pertaining to said Intellectual Property now in ShapeRite's possession or under its control.

5. This assignment shall be binding upon ShapeRite's executors, administrators, and/or assigns and shall inure to the benefit of the executors, administrators, successors, and/or assigns, as the case may be of 4Life.

6. All rights assigned herein by ShapeRite to 4Life are to be held and enjoyed by 4Life for its own use and enjoyment and for the use and enjoyment of 4Life's successors and assigns to the full extent provided and allowed by law and to the full end of the term or terms of each of said Intellectual Property rights as fully and completely as the same would have been enjoyed by ShapeRite if this assignment had not been made.

7. This Assignment embodies the complete understanding of the parties hereto with respect to the subject matter of this Assignment and supersedes and preempts any prior understandings by or between the parties, written or oral, that may have related to the subject matter in any way. No modification or amendment of this Assignment shall be effective unless approved in writing by both parties to this Assignment.

8. This Assignment shall be construed both as to validity and performance and enforced in accordance with the laws of the state of Utah. If any legal action between the parties arises out of this Assignment, the unsuccessful party agrees to pay the successful party all costs and expenses, including attorney's fees and court cost, related to such action.

Dated: August 18, 2000

SHAPERITE CONCEPTS, LTD.
a Nevada Corporation

By: _____

Name: _____

Title: _____

4LIFE RESEARCH, LC
a Utah limited liability company

By: _____

Name: _____

Title: _____

Note: Attach Schedule 6.1.10 hereto

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