



102196293

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

PDK Labs, Inc.

17-26-02

- Individual(s)
- General Partnership
- Corporation-State (NY)
- 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: July 18, 2002

2. Name and address of receiving party(ies)

Name: Futurebiotics, LLC

Internal

Address: \_\_\_\_\_

Street Address: 2000 New Horizons Blvd.

North

City: Amityville State: NY Zip: 11701

- 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 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) N/A

B. Trademark Registration No.(s) \_\_\_\_\_

2,136,259

Additional number(s) attached  Yes  No

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

Name: Futurebiotics, LLC

Internal Address: \_\_\_\_\_

Street Address: 2000 New Horizons Blvd.

North

City: Amityville State: NY Zip: 11701

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Andrew Presberg, Esq.

Name of Person Signing

Signature

July 22, 2002

Date

4

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

08/19/2002 DRYNE 00000160 2136259

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

## ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, dated as of July 18, 2002 (this "Assignment of Trademark"), between PDK Labs, Inc., a New York corporation ("Assignor") and Futurebiotics, LLC, Inc., a New York limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are party to an Asset Purchase Agreement, dated as of June 20, 2002 (the "Purchase Agreement"), wherein, among other things, Assignor has agreed, effective midnight on July 18, 2002, to transfer, grant, convey and assign to Assignee, and Assignee has agreed to receive and accept from Assignor all of Assignor's rights, title and interest in registered trademarks set forth on Schedule A to the Purchase Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Assignment and Receipt. Assignor DOES HEREBY SELL TRANSFER, ASSIGN, CONVEY and DELIVER to Assignee, its successors and assigns forever, and Assignee DOES HEREBY PURCHASE AND RECEIVE from Assignor the following registered trademarks:

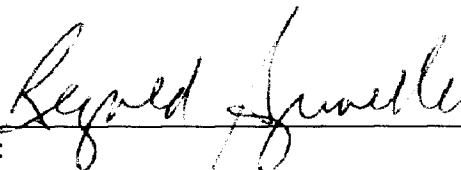
<u>Type</u>	<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Trademark	Custom Fit	2,136,259	

2. Power of Attorney. Assignor hereby appoints Assignee, its successors and assigns, as the true and lawful attorney of Assignor with full power of substitution, for the benefit and at the expense of Assignee, to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the trademark hereby sold, transferred, assigned, conveyed and delivered, to defend or compromise any or all actions, suites, or proceedings in respect of any such trademark, and to do all such acts and things in relation thereto as Assignee shall deem advisable.


TO HAVE AND TO HOLD the trademark hereby, transferred, assigned, conveyed and delivered and any other trademarks intended so to be, unto Assignee and its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be executed in their names on the date first written above.

PDK LABS, INC.

By:   
Name:  
Title:

FUTUREBIOTICS, LLC

By:   
Name:  
Title: Member

STATE OF NEW YORK )

) ss.:

COUNTY OF ~~NEW YORK~~

SUFFOLK

Reginald Spirello, being first duly sworn, deposes and says that he resides at, Hauppauge, NY, that he is President of Assignee, a New York corporation (the "Corporation"), which executed the within instrument and that he is authorized by the Corporation to execute this consent on its behalf.



TONI ANN EHLERS  
Notary Public, State of New York  
No. 01EN5059129  
Qualified in Suffolk County  
Commission Expires April 22, 2004

STATE OF NEW YORK )

) ss.:

COUNTY OF ~~NEW YORK~~

SUFFOLK

Abu Kabir, being first duly sworn, deposes and says that he resides at, Amityville, NY, that he is Member of Assignee, a New York limited liability company corporation (the "Corporation"), which executed the within instrument and that he is authorized by the Corporation to execute this consent on its behalf.



TONI ANN EHLERS  
Notary Public, State of New York  
No. 01EN5059129  
Qualified in Suffolk County  
Commission Expires April 22, 2004

TRADEMARK

RECORDED: 07/26/2002

REEL: 002565 FRAME: 0236