



TO THE ASSISTANT COMMISSIONER OF PATENT

102236697

1 original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Logic Nutrition, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Nevada
- Other:

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

2. Name and address of receiving party:

Name: Major Source International LLC
Internal Address: 9701 Bell Ranch Drive
Street Address:
City: Santa Fe Springs **State:** California **ZIP:** 90670

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: - California 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) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment - Nunc Pro Tunc
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) August 15, 2002

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

- a. Trademark Application No(s):
75/817,264, 75/817,256, 75/817,259, 75/828,882, 76/227,751
- b. Trademark Registration No(s):
2,461,691

Additional numbers attached? Yes No

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

Name: Tirzah Abé Lowe
KNOBBE, MARTENS, OLSON & BEAR, L.P.
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine **State:** CA **ZIP:** 92614
Attorney's Docket No.: LOGICN.001T

7. Total fee (37 CFR 1.21(h)): \$165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 6

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.

Tirzah Abé Lowe
Name of Person Signing

Tirzah Abé Lowe
Signature

9/25/02
Date

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

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

10/01/2002 6TON11 00000028 75817264
01 FC:481 40.00 OP
02 FC:482 125.00 OP

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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091902

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of December 15, 2001 (the "Effective Date"), by and between Logic Nutrition, Inc., a Nevada corporation having a place of business at 16510 Aston Street, Irvine, California 92606-4805 (hereinafter referred to as "ASSIGNOR"), and Major Source International LLC, a California limited liability company having a place of business at 9701 Bell Ranch Drive, Santa Fe Springs, California 90670 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to the Effective Date, it was the owner of the Logic Nutrition business ("Business") due to a good faith agreement ("Agreement") to acquire the business from the ASSIGNEE;

WHEREAS, the Business had certain tangible assets prior to the Effective Date, that included the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and the applications and registrations listed in Schedule B, attached hereto and incorporated herein by this reference;

WHEREAS, ASSIGNOR has adopted, used, was using, and was, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A prior to the Effective Date, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR was the owner of the federal and foreign trademark applications and registrations relating to the Trademarks listed in Schedule B prior to the Effective Date (hereinafter collectively referred to as "Applications and Registrations");

WHEREAS, ASSIGNOR represents and confirms that prior to the Effective Date, it had acquired goodwill associated with and symbolized by said Trademarks and had not abandoned the same;

WHEREAS, the Agreement was cancelled and ASSIGNEE was desirous of reacquiring the Business, including the portion to which the Trademarks, Applications and Registrations pertain, including all rights, title, and interest in and to the Trademarks, Applications and Registrations; and

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the Effective Date of this assignment, the portion of the Business to which the Trademarks, Applications and Registrations pertain as required by 15 U.S.C. Section 1060, including all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Applications and Registrations.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following, Nunc Pro Tunc the Effective Date:

- (1) the portion of the Business to which the Trademarks, Applications and Registrations pertain;

- (2) the Trademarks set forth in Schedule A; and
- (3) the Applications and Registrations set forth in Schedule B;

together with the goodwill symbolized by said portion of the Business, Trademarks, Applications and Registrations, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

LOGIC NUTRITION, INC.

a Nevada corporation having a place of business at 16510 Aston Street, Irvine, California 92606-4805

By: Josh Bradbury
 Josh Bradbury
 Chief Operations Officer

Date: 8/15/02

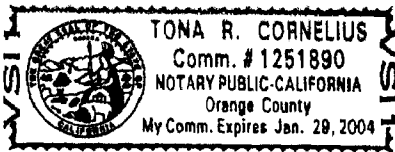
STATE OF)
 California) ss.
 COUNTY OF)
 Orange

On August 15, 2002 before me, Tona R. Cornelius personally appeared Josh Bradbury, Chief Operations Officer of Logic Nutrition, Inc., 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 instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Tona R. Cornelius
 Signature



MAJOR SOURCE INTERNATIONAL LLC

a California limited liability company having a place of business at 9701 Bell Ranch Drive, Santa Fe Springs, California 90670

By: Josh Bradbury
 Josh Bradbury
 Managing Member

Date: 8/15/02

STATE OF)
) ss.
COUNTY OF)

On August 15, 2002 before me, Tona R. Cornelius personally appeared Josh Bradbury, Managing Member of Major Source International LLC, 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 instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Tona R. Cornelius
Signature

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SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Marks: LOGIC NUTRITION
THE LOW GLYCEMIC INDEX CHOICE
THE NEXT LOGICAL STEP IN NUTRITION
ADAPTALIFE
ADAPTAPOWER
XS (Stylized)

SCHEDULE B

Federal Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
LOGIC NUTRITION	75/817,264	October 7, 1999	5, 32 and 42
THE LOW GLYCEMIC INDEX CHOICE	75/817,256	October 7, 1999	5, 32 and 42
THE NEXT LOGICAL STEP IN NUTRITION	75/817,259	October 7, 1999	5, 32 and 42
ADAPTALIFE	75/828,882	October 21, 1999	5
XS (Stylized)	76/227,751	March, 21, 2001	5

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
ADAPTAPOWER	2,461,691	June 29, 2001	5

Foreign Trademark Applications:

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
LOGIC NUTRITION	Canada	1,054,479	April 7, 2000	5, 42

Foreign Trademark Registrations:

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
LOGIC NUTRITION	European Community	1,597,269	August 17, 2001	5, 42
LOGIC NUTRITION	Mexico	671,873	September 27, 2000	5
LOGIC NUTRITION	Mexico	665,057	July 26, 2000	42
XS and Design	Japan	4,585,530	July 12, 2002	32

KNOBBE, MARTENS, OLSON & BEAR, LLP

**2040 MAIN STREET
14TH FLOOR
IRVINE, CA 92614**