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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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


<p>1. Name of conveying party(ies):</p> <p>LifeSpring Nutrition, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Homegrown Natural Foods, Inc.</p> <p>Internal Address: _____</p> <p>Street Address: 580 Gateway Drive</p> <p>City: Napa State: CA Zip: 94558</p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State California</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: 12/6/01</p>	

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ASSIGNMENTS DIV

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>2 Applications</u> See Exhibit "A"</p>	<p>B. Trademark Registration No.(s) <u>7 Trademarks</u> See Exhibit "A"</p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Victor T. Shum, Esq.</p> <p>Internal Address: _____</p> <p>Jeffer, Mangels, Butler & Marmaro LLP</p> <p>Street Address: Two Embarcadero Center Fifth Floor</p> <p>City: San Francisco State: CA Zip: 94111</p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ 240</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: Check Enclosed</p>
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DO NOT USE THIS SPACE

<p>9. Signature.</p> <p>Victor T. Shum </p> <p>Name of Person Signing Signature Date: October 4, 2002</p> <p>Total number of pages including cover sheet, attachments, and document: 4</p>

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

10/11/2002 6TOM11 0000033 2012191

01 FC:481 40.00 OP
02 FC:482 200.00 OP

TRADEMARK REEL: 002595 FRAME: 0800

Registered Marks

Trademark	Reg. #	Reg. Date
Dr. McDougall's Right Foods	2,012,191	10/29/96
Dr. McDougall's Right Foods	2,030,476	01/14/97
Energy Cup	2,129,382	01/13/98
Feel Good Fast Foods	2,196,005	10/13/98
Feel Good Fast Foods	2,196,006	10/13/98
Smart Cup	2,074,535	06/24/97
Smart Cups	2,178,939	08/04/98

Pending Trademark Applications

Trademark	App.Ser.No.	Filing Date
Right Foods	76090,197	07/14/00
Right Foods	76090,198	07/14/00

ASSIGNMENT OF TRADEMARKS

Lifespring Nutrition, Inc., a Delaware corporation ("Transferor") hereby assigns, transfers and conveys to **Homegrown Natural Foods, Inc.**, a California corporation ("Transferee"), and Transferee desires to receive, all of Transferor's worldwide right, title and interest in and to the Transferor's registered and unregistered trademarks and trademark applications as set forth on **Exhibit "A"** attached hereto (the "Marks"), together with the goodwill related to such Marks (the "Assigned Assets"), effective upon the execution of this Assignment. Transferor agrees to execute such further documents, assignments, undertakings and commitments as may be necessary or desirable in order to effect the full and complete conveyance of the Assigned Assets to the Transferee. The transfer of the Assigned is made without representation and warranty of any kind other than as set forth in the Agreement for Purchase and Sale of Assets by and between Transferor and Transferee dated as of December 6, 2001 (the "Purchase Agreement"). In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Dated: December 6, 2001

LIFESPING NUTRITION, INC.,
a Delaware corporation

By: 
President

TRADEMARK

REEL: 002595 FRAME: 0802

Exhibit "A"

Registered Marks

Trademark	Reg. #	Reg. Date
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Energy Cup	2,129,382	01/13/98
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