

02-04-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. 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): 1-30-03

Bronson Laboratories, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 1/17/03

2. Name and address of receiving party(ies)

Name: Bronson Nutritionals, LLC

Internal

Address:

Street Address: 70 Commerce Drive

City: Hauppauge State: NY Zip: 11788

- 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)

B. Trademark Registration No.(s)

1,044,612

Additional number(s) attached Yes No

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

Name: Andrew Presberg, Esq.

Internal Address:

Street Address: 100 Corporate Plaza

City: Islandia State: NY Zip: 11749

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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01 FC:8521 40.00 BP 02 FC:8522 350.00 UP

Saiful Kibria Name of Person Signing

Saiful Kibria Signature

January 24, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002663 FRAME: 0959

SCHEDULE A

| | <u>Mark</u> | <u>U.S Registration No.</u> | <u>Registration Date</u> |
|-----|---------------------|------------------------------------|---------------------------------|
| 1. | INSURANCE FORMULA | 1,044,612 | July 27, 1976 |
| 2. | GTC FORMULA | 1,203,331 | August 3, 1982 |
| 3. | THE BRONSON FORMULA | 1,253, 556 | October 11, 1983 |
| 4. | NUTRIVISION | 1,697,318 | June 30, 1992 |
| 5. | FORMULA 28 | 1,736,003 | December 1, 1992 |
| 6. | HERBAL DEFENSE | 2,126,008 | December 30, 1997 |
| 7. | PRO-MEM | 2,590,187 | July 9, 2002 |
| 8. | PRO-INTENSE | 2,337,978 | April 4, 2000 |
| 9. | PRO-ELEVATE | 2,387,117 | September 19, 2000 |
| 10. | PRO-CARDIO | 2,337,977 | April 4, 2000 |
| 11. | PRO-ARTH | 2,394,894 | October 17, 2000 |
| 12. | PRO-OSTEO | 2,337,976 | April 4, 2000 |
| 13. | PRO-JUVENATE | 2,337,975 | April 4, 2000 |
| 14. | PRO-STIM | 2,370,329 | July 25, 2000 |
| 15. | PERFORMANCE EDGE | 1,840,269 | June 21, 1994 |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: BRONSON LABORATORIES, INC.

ASSIGNEE: BRONSON NUTRITIONALS, LLC

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, is made and entered into as of the 17th day of January, 2003, by and between BRONSON LABORATORIES, INC., a Delaware corporation with its principal office at 150 Motor Parkway, Hauppauge, New York 11788 ("Assignor"), and BRONSON NUTRITIONALS, LLC, a New York limited liability company, with its principal office at 70 Commerce Drive, Hauppauge, New York 11788 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks ("Trademarks") and the registrations issued thereon by the United States Patent and Trademark Office ("Registrations") as set forth on Schedule A attached hereto and by reference incorporated herein;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and Registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the Registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and Registrations, together with all the goodwill of the business in connection with which the Trademarks are used and which is symbolized by said Trademarks, along with the right to sue and recover damages and profits for past infringements thereof.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office against the files of the Registrations herein described.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

BRONSON LABORATORIES, INC.

By: 
Name: Ross Blechman
Title: Chief Executive Officer and President