

03-13-2003



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Documents or copy thereof.

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To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies): 3.11.03  
**THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.**

2. Name and address of receiving party(ies):  
Name: THOMPSON HOLDINGS, L.P.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership
- Additional names(s) of conveying party(ies)  Yes  No

Internal Address: \_\_\_\_\_  
Street Address: 213 East 62nd Street  
City: New York State: NY ZIP: 10021

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: March 5, 2003

4. Application number(s) or registration numbers(s):  
A. Trademark Application No.(s)  
75/733,117  
Additional numbers  Yes  No

B. Trademark Registration No.(s)  
 Yes  No

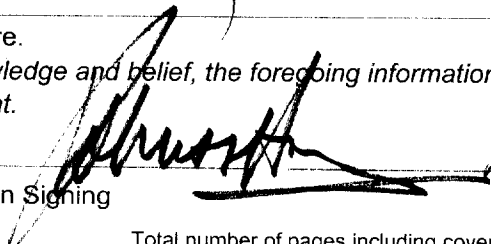
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert D. Hovey, Esq.  
Internal Address: HOVEY WILLIAMS LLP  
Street Address: 2405 Grand Boulevard  
Suite 400  
City: Kansas City State: MO ZIP: 64108

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:  
19-0522

03/12/2003 LMUELLER 00000161 75733117  
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FINANCE SECTION

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.*  
Robert D. Hovey  March 5, 2003  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 7 **TRADE MARK**

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT") is made and entered into as of this 5th day of March, 2003, by and between Thompson's Nutritional Technology, Inc., a Delaware corporation (hereinafter "Assignor"), and Thompson Holdings, L.P., a Delaware limited partnership (hereinafter "Assignee").

WHEREAS, Assignor operated an ongoing and existing business, and adopted, used and/or intends to use the marks identified on Schedule A attached hereto (The "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks, and is the owner of all worldwide right, title and interest in and to the registrations and applications for registration of the Marks set forth on Schedule A (collectively the "Trademark Assets"); and

WHEREAS, Assignor filed a voluntary Chapter 11 Petition under the bankruptcy laws of the United States, 11 U.S.C. §§101 et seq., in the United States Bankruptcy Court for the District of Kansas, Case No. 00-22833 (the "Bankruptcy Case"); and

WHEREAS, the Court in the Bankruptcy Case has approved the sale and transfer of the Marks and the Trademark Assets from Assignor to Assignee as set forth in the Order Approving Compromise and Settlement With Richard Thompson Regarding Certain Intellectual Property (the "Order").

NOW, THEREFORE, in consideration of the payments previously made under the Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, as the successor to the portion of the business to which the Marks pertain, as required by 15 U.S.C. 1060, its successors and assigns, all of Assignor's worldwide right, title and interest, in and to the Marks and the Trademark Assets, together with any and all of the portion of the ongoing business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to the Marks and the Trademark Assets; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Marks and the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all

government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks and Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

**THOMPSON'S NUTRITIONAL TECHNOLOGY, INC.**

By: [Signature]

Title: Trustee for the J. J. Thompson Estate

Dated: March 5, 2003

STATE OF Missouri )  
COUNTY OF Jackson )

On this 5<sup>th</sup> day of March, 2003, before me personally came DAVID SEITTER, to me known, how, being by me duly sworn did depose and say that he is the Trustee of THOMPSON'S NUTRITIONAL TECHNOLOGY, INC., and being duly sworn, averred that he executed the foregoing Assignment as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patricia R. Bender  
Notary Public

My Commission Expires: 1/24/04

**PATRICIA R. BENDER**  
Notary Public - Notary Seal  
STATE OF MISSOURI - Jackson County  
My Commission Expires Jan. 24. 2004

**THOMPSON HOLDINGS, L.P.**

By: *R. Thompson*

Title: *General Partner*

Dated: *3-5-03*

STATE OF *Missouri* )  
  )  
COUNTY OF *Jackson* )

On this *5* day of *March*, 2003, before me personally came *Richard Thompson*, to me known, how, being by me duly sworn did depose and say that he is the *President* of THOMPSON HOLDINGS, L.P., and being duly sworn, averred that he executed the foregoing Assignment as the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*James P. Brown*  
Notary Public

My Commission Expires: *06-13-2004*

