

3-26-03

**RECORDATION
TRADE**

03-25-2003



nts or copy thereof.
s):

102399791

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMA

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

Niche Products, Inc.

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

Name: Anabolic Laboratories, Inc.
Street Address: 26021 Commercentre Drive
City: Lake Forest **State:** CA **ZIP:** 92630

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

Additional name(s) of conveying party(ies) attached?

Yes No

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
- 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) February 24, 2003

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

- a. Trademark Application No(s):
76/310,319; 76/310,885; 76/310,887; 76/310,136;
76/310,308
- b. Trademark Registration No(s):
2,637,253

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, LLP
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine **State:** CA **ZIP:** 92614
Attorney's Docket No.:

ANABOL2.004T/005T/006T/008T/009T/010T

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:
Six (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

3-19-03
Date

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

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

03/25/2003 JJALLAH2 00000011 76310319

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

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

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 24 day of February, 2003, by and between Niche Products, Inc., a California corporation having a place of business at 5 Arrowhead Lane, Rolling Hills Estates, CA 90274 (hereinafter referred to as "ASSIGNOR"), and Anabolic Laboratories, Inc., a California corporation having a place of business at 26021 Commercentre Drive, Lake Forest, CA 92630 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the Niche Products, Inc. business ("Business");

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, 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 has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations" and "Applications");

WHEREAS, the Business has certain tangible assets that include the Trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and the Registrations and Applications listed in Schedule B, attached hereto and incorporated herein by this reference;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Business, including all rights, title, and interest in and to the Trademarks, Registrations and Applications worldwide, and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE substantially all of the Business as required by 15 U.S.C. Section 1060, including all rights, title, and interest ASSIGNOR possesses in and to the Trademarks, Registrations and Applications worldwide, and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

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:

- (1) the Business;
- (2) the Trademarks set forth in Schedule A;
- (3) the Registrations and Applications set forth in Schedule B; and
- (4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Business, Trademarks, Registrations and Applications, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Rolling Hills Estates, CA, this 24 day of February, 2003.

Niche Products, Inc.

a California corporation having a place of business at 5 Arrowhead Lane, Rolling Hills Estates, CA 90274

By: Eric Scott

Name: Eric Scott

Title: SVP

SCHEDULE A

Marks:

KIDFIT
KIDFIT VITA GUM
PEP GUM

GROOVE GRAPE
RAZZLEBERRY
FREAKY FRUIT

SCHEDULE B

<u>Marks:</u>	<u>Application Serial No. or Reg. No.</u>	<u>Int'l Class</u>
KIDFIT	76/310,319	5
KIDFIT VITA GUM	76/310,885	5
PEP GUM	76/310,887	5
GROOVY GRAPE	76/310,136	5
RAZZLEBERRY	2,637,253	5
FREAKY FRUIT	76/310,308	5

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