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

102453831

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.

1. Name of conveying party(ies): Francois Deborne and Frederic Farque

5-19-03

- Individual(s) [checked], Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment [checked], Merger, Security Agreement, Change of Name, Other

Execution Date: 06/08/2001

2. Name and address of receiving party(ies)

Name: Nutritional Protéines Corporation

Internal Address:

Address:

Street Address:

SAINT ANDRÉ D'HUIRTAT, FRANCE

City: State: Zip: 01290

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State France [checked], Other

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) 2,317,274

Additional number(s) attached [ ] Yes [checked] No

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

Name: Dickstein Shapiro Morin & Oshinsky

Internal Address: Arthur M. Lieberman, Esq.

Street Address: 1177 Avenue of the Americas

City: New York State: NY Zip: 10036-2714

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed [checked], Authorized to be charged to deposit account [ ]

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Arthur M. Lieberman, Esq. Name of Person Signing

[Signature] Signature

May 14, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 002736 FRAME: 0786

## ASSIGNMENT OF TRADEMARKS

A. Whereas, FRANÇOIS DEBORNE, with an address at 726 Washington Avenue, Miami Beach, Florida 33139, and FREDERIC FARQUE, with an address at 1570 Euclid Avenue, Miami Beach, Florida 33139 (collectively, the "Assignors"), are the owners, by assignment from Biovitech, Inc., dated February 9, 1999, of the following trademarks which have been registered with the United States Patent and Trademark Office (the "PTO"), under the registration numbers issued on the dates written beside each respective mark:

BIOVITECH, Serial No. 75/530261, Registration No. 2,222,896, issued February 9, 1999  
PROSLIM, Serial No. 75/530261, Registration No. 2,317,274, issued February 8, 2000  
BIOVITECH, Serial No. 75/453280, Registration No. 2,377,984, issued August 15, 2000

B. And, whereas the Assignors are the owners of the following trademark which has been approved for registration in due course by the PTO, under the serial number issued on the date written beside said mark:

THE FRENCH GOURMET DIET, Serial No. 75/661,161, filed on March 1, 1999

C. And, whereas the Assignors have caused the applications for registration of the following trademarks to be filed with the PTO, under the serial numbers and on the dates written beside each respective mark:

PROSLIMIX, Serial No. 76/024,581, filed on April 12, 2000  
PROSLIM THE GOURMET DRINK, Serial No. 76/024,169, filed on April 12, 2000  
CHEF DESIGN, Serial No. 75/804,699, filed on September 21, 1999  
THE GOURMET BAR, Serial No. 76/008,521, filed on March 23, 2000

D. And, whereas the Assignors are the owners of the following trademark which has been registered with the Institut National de la Propriete Industrielle, France (the "INPI"), and

published in the "Bulletin Official de la Propriete Industrielle" no. 99/17, NL Vol. II, 23 April 1999, for registration of said mark in the country of France:

PROSLIM

E. And, whereas the Assignors are the owners of the following trademark which has been registered with the Organisation Mondiale de la Propriete Industrielle, Switzerland (the "OPT"), for registration of said trademark in the countries of Italy, Switzerland, Belgium, Netherlands and Luxembourg, under the international registration number and on the date set forth beside the mark:

PROSLIM

F. And, whereas the Assignors are the owners of the following trademark which has been registered with The Patent Office, Trade Marks Registry, Department of Trade and Industry, United Kingdom (the "IMR"), for registration of said trademark in the United Kingdom, under the international registration number and on the date set forth beside the mark:

PROSLIM

G. And, whereas NUTRITIONAL PROTÉINES CORPORATION, having a registered office at Saint André d'Huiariat, 01290 France (the "Assignee"), is desirous of obtaining all right, title and interest of the Assignors in and to the trademarks described in paragraphs A, B, C, D, E and F above (collectively, the "Trademarks") and the business and good will associated therewith, and any registrations which might issue thereon,

H. And, whereas the Assignors and the Assignee are desirous of confirming the assignment of the Trademarks to Assignee for purposes of filing the same with all applicable governmental offices and agencies, including, without limitation, the PTO, as required under 15 U.S.C. §1060.

## NOW THEREFORE,

1. For consideration of the amount of one dollar (\$1.00) and other valuable consideration, paid to the Assignors by the Assignee, receipt of which is hereby acknowledged, the Assignors do hereby sell, transfer, assign and deliver unto the Assignee, effective as the date hereof, all right, title and interest in and to the Trademarks identified herein and the respective registrations and applications therefor, together with the goodwill of the business connected with and symbolized by such Trademarks and Trademark registrations, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Trademarks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

2. The Assignee agrees that it shall be solely responsible for recording this Assignment in all applicable governmental offices and agencies, at its own expense, including (without limitation) the name and address of some person resident in the United States on whom may be served notices or process in proceedings affecting any of the Trademarks identified in paragraphs A, B and C above, as required under 15 U.S.C. 1060 (b).

3. The Assignee agrees that from and after the date hereof, it shall be solely responsible for responding to any inquiries, correspondence or office action from all applicable governmental offices and agencies with respect to the Trademarks identified herein, and for providing any supplementary information or payments that may be requested by any applicable governmental offices and agencies in connection with the review and approval of any of the Trademarks identified herein.

4. In the event that any further documentation is required by any applicable governmental offices and agencies to be executed by the Assignors in connection with the assignment of the Trademarks identified herein to the Assignee, the Assignors hereby agree to execute such documentation and deliver the same to the Assignee, at the sole cost and expense of the Assignee.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida and the United States of America. Any dispute arising from this Assignment shall be within the jurisdiction of the United States District Court for the Southern District of Florida. The parties irrevocably submit to the jurisdiction of such Court.

6. This Assignment shall be binding on the successors and assigns of the Assignors and the Assignee.

7. This Assignment may be executed in counterparts, all of which when taken together shall constitute one and the same document, and any of the parties or signatories hereto may execute this Assignment by signing any of said counterparts.

IN WITNESS WHEREOF, this Assignment has been executed by the Assignors and on behalf of the Assignee by its duly authorized officer as of the date hereof.

ASSIGNOR:

\_\_\_\_\_  
François Deborne

\_\_\_\_\_  
Frederic Farque

ASSIGNEE:

NUTRITIONAL PROTÉINES CORPORATION


By: \_\_\_\_\_  
Daniel Jouve, President

Dated: 8 June, 2001

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 8 day of June in the year 2001, before me, the undersigned, personally appeared François Deborne and Frederic Farque, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

JOSEPH H. LILLY  
NOTARY PUBLIC, State of New York  
No. 02L13001732  
Qualified in Nassau County  
Commission Expires August 8, 2002

  
\_\_\_\_\_  
Notary Public

)  
) ss.:  
)

On this \_\_\_ day of \_\_\_\_\_, 2001, before me personally came Daniel Jouve, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the President of Nutritional Protéines Corporation, the corporation described in, and which executed, the above instrument; and that he signed his name thereto as the act and deed of said corporation pursuant to authority granted to him by the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

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