

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIGENE-X LLC		12/05/2003	LLC: NEW JERSEY

RECEIVING PARTY DATA	
Name:	OPTIGENEX INC.
Street Address:	750 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2635190	OPTIGENE
Registration Number:	2707026	OPTIGENE-X
Registration Number:	2771211	TIME MACHINE
Serial Number:	76439022	XTEND
Serial Number:	76386561	AGE WELL FORMULAS

CORRESPONDENCE DATA	
Fax Number:	(954)351-7475
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	954-351-7474
Email:	dah@500law.com
Correspondent Name:	David A. Hoffman, Esq.
Address Line 1:	500 W. Cypress Creek Rd.
Address Line 2:	Suite 500
Address Line 4:	Ft. Lauderdale, FLORIDA 33309

ATTORNEY DOCKET NUMBER:	0425.107
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NAME OF SUBMITTER:	David A. Hoffman
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TRADEMARK

REEL: 002761 FRAME: 0948

CH \$140.00 2635190

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

OPTIGENE
OPTIGENE-X
TIME MACHINE
XTEND
AGE WELL FORMULAS

Between

OPTIGENE-X LLC

and

OPTIGENEX INC.

Prepared by SILVERMAN SANTUCCI LLP.
Pinnacle Building
500 West Cypress Creek Rd.
Suite 500
Ft. Lauderdale, FL 33309

ASSIGNMENT OF TRADEMARKS

Parties:

OPTIGENE-X LLC is a New Jersey Limited Liability Company with its principal place of business located at 20 Avenue at the Common, Suite 202 Shrewsbury, NJ 07702; (hereinafter referred to as ASSIGNOR);

And

OPTIGENEX INC. is a Delaware corporation, with a business address at 750 Lexington Avenue New York, NY 10022 (hereinafter referred to as ASSIGNEE);

Recitals:

WHEREAS ASSIGNOR is the owner of certain Trademarks;

WHEREAS ASSIGNOR is desirous of transferring all rights, title to, interest in and the goodwill of the above-described marks to ASSIGNEE, and ASSIGNEE is desirous of acquiring such rights and interest.

WHEREAS all facts set forth in each of ASSIGNOR's Federal Trademark Registrations and pending Applications are true and correct.

THEREFORE, for the sum of \$1.00 (one dollar) and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. ASSIGNOR grants, transfers and conveys all federal, common-law and state rights, title and interests in the following-described marks together with the goodwill and other intangibles of the business, and the right to sue and recover damages and profits for past infringement to ASSIGNEE in perpetuity.

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**TRADEMARK
REEL: 002761 FRAME: 0951**

OPTIGENE, directed to dietary supplements namely, anti-aging vitamins used to improve cholesterol ratios, increase energy levels, improve immune function, and to significantly reduce DNA and free radical damage, in the International Class 005 on the Principal Register in the United States Patent and Trademark Office, Registration No. 2,635,190, Serial No. 76/364,999, registered on October 15, 2002.

OPTIGENE-X, directed to dietary supplements for improvement of cholesterol ratios, increase of energy levels, improvement of immune function and reduction of DNA and free radical damage, in the International Class 005 on the Principal Register in the United States Patent and Trademark Office, Registration No. 2,707,026, Serial No. 76/439,683, registered on April 15, 2003.

TIME MACHINE, directed to dietary supplements for improvement of cholesterol ratios, increase of energy levels, improvement of immune function and reduction of DNA and free radical damage, in the International Class 005 on the Principal Register in the United States Patent and Trademark Office, Registration No. 2,771,211, Serial No. 76/440,170, registered on October 7, 2003.

XTEND, directed to dietary supplements for improvement of cholesterol ratios, increase of energy levels, improvement of immune function and reduction of DNA and free radical damage, in the International Class 005 for registration on the Principal Register in the United States Patent and Trademark Office, Serial No. 76/439,022, Published for Opposition on September 16, 2003.

AGE WELL FORMULAS, directed to dietary supplements, namely, anti-aging vitamins used to improve cholesterol ratios, increase energy levels, improve immune function,

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and to significantly reduce DNA and free radical damage, in the International Class 005 for registration on the Principal Register in the United States Patent and Trademark Office, Serial No. 76/386,561, Published for Opposition on December 3, 2002.

2. ASSIGNOR warrants that there are no other assignments of rights or licenses granted under these trademarks or known infringements by or against this mark.

3. ASSIGNOR warrants that it has full right, authority and power to transfer these marks and that the marks are transferred free and clear of all liens, encumbrances and adverse claims.

4. ASSIGNOR warrants that it is the lawful owner of the above-described marks.

5. This agreement shall be binding on and inure to the benefit of the parties, their successors, assigns and personal representatives.

6. This Agreement sets out the entire understanding of the parties and supercedes all and any other agreements, representations, promises and negotiations, whether written or oral.

7. This Agreement shall not be modified except in a writing signed by all the parties. No provision of this Agreement may be waived except by a written waiver signed by both parties.

8. In the event that one or more of the provisions or portions of the provisions of the herein Agreement is declared, invalid, void, illegal or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions or portions of the provisions contained herein shall remain effective and binding, and shall not be affected or impaired thereby.

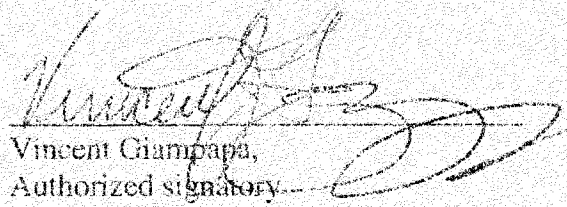
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TRADEMARK
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IT IS HEREBY AGREED

OPTIGENE-X LLC, ASSIGNOR

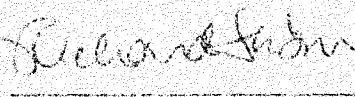
BY:


Vincent Giampapa,
Authorized signatory

12/5/03
Date

OPTIGENEX INC., ASSIGNEE

BY:


Richard Serbin,
President

12/5/03
Date

Prepared by SILVERMAN SANTIUCI LLP.
Pinnacle Building