

1-31-92

# TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

William C. Pentz

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

### 3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/17/2003 nunc pro tunc  
05/05/2003

### 2. Name and address of receiving party(ies):

Name: Shelton D. Redden II  
Internal Address: \_\_\_\_\_  
Street Address: 3745 Old Cobble Road  
City: San Diego State: CA ZIP: 92111

- Individual(s) citizenship USA
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)

76/170,307 NUTRI-SPORT

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Thomas R. Juettner  
Internal Address: \_\_\_\_\_  
Greer, Burns & Crain, Ltd.  
Street Address: 300 South Wacker Dr.  
Suite 2500  
City: Chicago State: IL ZIP: 60606

### 6. Total number of applications and registrations involved: .....

1

### 7. Total fee (37 CFR 3.41): .....

- Enclosed
- Authorized to be charged to deposit account

### 8. Deposit account number: 07-2069

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

### 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.

Thomas R. Juettner  
Name of Person Signing

Thomas Juettner  
Signature

March 12, 2004  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

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

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, DC 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0702-0007-2001).

700072001

TRADEMARK  
REEL 002810 FRAME: 0702

CH \$40.00 072069 76170307

### NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

**WHEREAS, William C. Pentz**, an individual, located at 14673 Evening Star Drive, Poway, CA 92064 (hereinafter *Assignor*), has acquired, as co-owner with Shelton D. Redden II, the trademark(s) and/or service mark(s) and any applications or registrations thereof filed in the United States Patent and Trademark Office as set forth on annexed Schedule "A" (hereinafter collectively referred to as the *Trademarks*); and

**WHEREAS, Shelton D. Redden II**, an individual, residing at 3745 Old Cobble Road, San Diego, CA 92111 (hereinafter *Assignee*), on May 5, 2003, acquired all right, title and interest of *Assignor* in and to the *Trademarks*, including any choices in action relating to said *Trademarks*, together with the goodwill of the business symbolized by the *Trademarks* and any applications or registration(s) thereof as set forth on annexed Schedule "A"; and

**WHEREAS**, it is desired that the assignment of the *Trademarks* identified on annexed Schedule "A" be made of record in the United States Patent and Trademark Office.

**NOW, THEREFORE**, for the consideration referenced in the *Contract for Sale of Property*, dated May 5, 2003, the *Assignor*, did hereby sell, assign, transfer and convey unto *Assignee* all of its right, title and interest (except as a security interest) in and to each of the aforesaid *Trademarks*, worldwide,

including any choices in action relating to said *Trademarks*, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said trademark rights accruing on or before the date of the Assignment, together with the goodwill of the business symbolized by the *Trademarks*, and including any application or registration(s) thereof as set forth on annexed Schedule "A".

Executed this 17<sup>th</sup> day of November, 2003, at Poway,

California.



**William C. Pentz**

**SCHEDULE "A"**

**PENDING APPLICATION**

|    | <b><u>Mark</u></b> | <b><u>Application Serial No.</u></b> | <b><u>Filing Date</u></b> |
|----|--------------------|--------------------------------------|---------------------------|
| 1. | NUTRI-SPORT        | 76/170,307                           | November 24, 2000         |

**COMMON LAW RIGHTS**

|    |             |  |  |
|----|-------------|--|--|
| 2. | NUTRI-SPORT | All common law trademark, service mark and trade name rights |  |
|----|-------------|--|--|