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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jeunomed International Corporation		03/23/2004	CORPORATION: FLORIDA

# **RECEIVING PARTY DATA**

Name:	Ms. Jacqueline Baxas	
Street Address:	P.O. Box 1347	
City:	Key Biscayne	
State/Country:	FLORIDA	
Postal Code:	33149	
Entity Type:	INDIVIDUAL: UNITED STATES	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76019688	PLAQUEX

### **CORRESPONDENCE DATA**

Fax Number: (904)470-4102

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 904-470-4110

Email: cmeide@meidelaw.com
Correspondent Name: Meide Law Firm, P.A.

Address Line 1: 6622 Southpoint Drive South

Address Line 2: Suite 150

Address Line 4: Jacksonville, FLORIDA 32216

ATTORNEY DOCKET NUMBER: JIC.0105

NAME OF SUBMITTER: Cheryl Meide

Total Attachments: 2

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Section 2.04 - Warranty of Title: Applicant represents and warrants that Applicant has full right to convey the rights, title and interests herein assigned, that Applicant has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

Section 2.05 - Cooperation: As requested by BAXAS, Applicant shall provide assistance, cooperation, and information reasonably necessary for BAXAS to secure, protect, register and enforce the rights BAXAS may have or accrue in connection with the Trademark, including without limitation, preparing, completing, prosecuting, maintaining, preserving, enforcing and/or defending the Application and/or any Certificates of Registration respecting the Trademark. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the Trademark and executing and delivering any written instruments respecting the Trademark, including but not limited to affidavits as requested by BAXAS.

# ANTER TEATER ANDS

Section 3.01 — Governing Law: This Agreement shall be governed by the laws of the State of Florida and venue shall be Duval County, Jacksonville, Florida.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

### MMS W. C.

JEUNOMED INTERNATIONAL CORPORATION 30 West Mashta Drive, Suite 200 Key Biscayne, Florida 33149

By: Fresident

Date: 3/23/2004

STATE OF FLORIDA COUNTY OF Dane

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 22 day of 2 day, 2004, personally appeared Jacqueline Baxas, known to me to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Florida

My Commission Expires:

NORMA SOLER

MECOMMISSION & DD 048000

EXPIRE'S August 6, 2005

Sunded This Noticy Punic Underwriters

JACQUELINE BAXAS P.O. BOX 1347

E 1 1 1 1

Date

Key Biscayne, Florida 33149

STATE OF FLORIDA COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 2 day of 2004, 2004, personally appeared Jacqueline Baxas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary/Public in and for the State of Florida

My Commission Expires

MORMA SOLER
MY COMMISSION # DD 048000
EXPIRES, August 8, 2005
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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between JEUNOMED INTERNATIONAL CORPORATION ("Applicant"), a Florida Corporation having offices located at 30 West Mashta Drive, Suite 200, Key Biscayne, Florida 33149 and JACQUELINE BAXAS, an individual having a social security number of \_\_\_\_\_\_\_ and having an address of P.O. Box 1347, Key Biscayne, Florida 33149 ("BAXAS").

# Websels Strain

WHEREAS, Applicant owns U.S. Trademark Application Serial Number 76/019,688, filed April 3, 2000 for PLAQUEX, which trademark application is for registration on the Principal Register of the U.S. Patent and Trademark Office based on an Intent to Use in Commerce -- Lanham Act §1(b), 15 U.S.C. §1051(b); and

WHEREAS, Applicant has a bona find intent to use the Trademark (as defined hereinafter); and

WHEREAS, BAXAS is the successor to Applicant's business to which the Trademark pertains; and

WHEREAS, BAXAS desires to acquire all rights, title, and interests in and to the Trademark and such Trademark application and the goodwill associated therewith; and

WHEREAS, Applicant desires, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to assign to BAXAS, as of the Effective Date, all right, title and interest in such Trademark and Trademark application, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants set forth below, Applicant and BAXAS hereby agree as follows:

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<u>Section 1.01 - Recitals</u>: The above identification of parties and recitals is true and correct.

<u>Section 1.02 - Definitions</u>: The following definitions apply:

(1) Effective Date: The term "Effective Date" means the first date both Applicant and BAXAS sign this

RECORDED: 03/23/2004

Agreement, whichever is the latest.

- (2) <u>Certificates of Registration</u>: The term "Certificates of Registration" means those certain Certificates of Trademark Registration issued by the PTO or foreign trademark offices for the Trademark stated herein.
- (3) PTO: The term "PTO" means the United States
  Patent and Trademark Office.
- (4) Trademark: The term "Trademark" means the mark "PLAQUEX," for "nutritional supplements derived from soy and adapted for medicinal use, containing lecithins, namely phosphatidyl-choline, and administered intravenously", which was filed with the PTO on April 3, 2000 and has been assigned serial number 76/019688, including all spellings, formatives, phonetic variations, and stylized versions of the same.

### VELTALLE IL ASSIGNATION

Section 2.01 - Assignment: Applicant and BAXAS hereby acknowledge that BAXAS is the successor to Applicant's business to which the Trademark pertains and such business is ongoing and existing. Applicant hereby assigns, transfers, and conveys to BAXAS any and all rights, title and interests Applicant may have or accrue in connection with the Trademark, including without limitation Trademark Application Number 76/019688 for the mark PLAQUEX, together with the good will connected with the use of and symbolized by said Trademark. All said rights are to be held and enjoyed by BAXAS for her own use and enjoyment and for the use and enjoyment of her successors and assigns to the full end of the term for which said Trademark, Trademark application, and any resultant Trademark registration has been granted.

Section 2.02 - Deed of Assignment: Applicant shall record in the Assignment Branch of the PTO this executed Trademark Assignment.

Section 2.03 – Issuance: Applicant hereby authorizes and requests the PTO to issue all Certificates of Registration concerning the Trademark to BAXAS, giving BAXAS all rights, title and interests in and to the Trademark. Applicant hereby authorizes and requests that any officials of foreign countries whose duty it is to issue Certificates of Registration, to issue all Certificates of Registration respecting the Trademark to BAXAS, as the owner of all rights, title and interests in and to the Trademark.

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