

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	To correct assignee name

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pure Encapsulation, Inc.	Atrium Pureco, Inc.	04/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pure Encapsulations, Inc.
Street Address:	490 Boston Post Road
City:	Sudbury
State/Country:	MASSACHUSETTS
Postal Code:	01776
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2096198	PURE ENCAPSULATIONS, INC.
Registration Number:	2396919	A.I. FORMULA
Registration Number:	2378633	A.P. FORMULA
Registration Number:	2302037	ULTRANUTRIENT
Registration Number:	2302038	NUTRIENT 950
Registration Number:	2430683	A.C. FORMULA
Registration Number:	2380503	ADR FORMULA
Registration Number:	2304053	NUTRIENT 280 C
Registration Number:	2302042	MINERAL 650
Registration Number:	2304054	ISOPROTEIN PLUS
Registration Number:	2302043	VEINPRO
Registration Number:	2304055	PROSOOTHE
Registration Number:	2377586	NIACITOL
Registration Number:	2377587	IMM FORMULA
Registration Number:	2375292	CRANBERRY NS

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Registration Number:	2375293	DGL PLUS
Registration Number:	2410417	+CAL+
Registration Number:	2468500	PUREWEIGH
Serial Number:	76542324	AADI

CORRESPONDENCE DATA

Fax Number: (617)523-6850
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-305-2010
Email: lpharrin@hklaw.com
Correspondent Name: Laurence P. Harrington
Address Line 1: 10 St. James Avenue
Address Line 2: Holland & Knight LLP
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	095000/36000
NAME OF SUBMITTER:	George Tuttle

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter "Assignment") is made as of March 2, 2004 by Pure Encapsulations, Inc., a Massachusetts corporation (hereinafter "Assignor") to Atrium Pureco, Inc., a Delaware corporation (hereinafter "Assignee"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor was owner of the trademarks (hereinafter, "Marks") and the United States Patent and Trademark Office applications and registrations (hereinafter, "Applications and Registrations") therefor identified on Exhibit A hereto; and

WHEREAS, as of March 2, 2004, Assignor sold, transferred and assigned to Assignee by means of a certain Asset Purchase Agreement (as amended, supplemented or replaced from time to time, the "Asset Purchase Agreement") all of its right, title and interest in and to the Marks, together with (a) the Applications and Registrations for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill; and

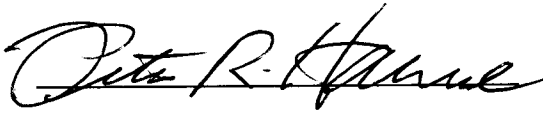
WHEREAS, the parties are now desirous of confirming said sale, assignment and transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and sets over to Assignee, as of March 2, 2004, Assignor's entire right, title and interest in and to the Marks, together with (a) the Applications and Registrations for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill, the same to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives.

This Assignment is intended to and shall take effect as a sealed instrument.

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of March 2, 2004.

PURE ENCAPSULATIONS, INC.

By: 

Name: Peter P. Hamel

Title: President

EXHIBIT A

TRADEMARKS

REGISTRATION/APPLICATION NO.

PURE ENCAPSULATIONS, INC. (stylized)	Registration No. 2,096,198
A.I. FORMULA	Registration No. 2,396,919
A.P. FORMULA	Registration No. 2,378,633
ULTRANUTRIENT	Registration No. 2,302,037
NUTRIENT 950	Registration No. 2,302,038
A.C. FORMULA	Registration No. 2,430,683
ADR FORMULA	Registration No. 2,380,503
NUTRIENT 280 C	Registration No. 2,304,053
MINERAL 650	Registration No. 2,302,042
ISOPROTEIN PLUS	Registration No. 2,304,054
VEINPRO	Registration No. 2,302,043
PROSOOTHE	Registration No. 2,304,055
NIACITOL	Registration No. 2,377,586
IMM FORMULA	Registration No. 2,377,587
CRANBERRY NS	Registration No. 2,375,292
DGL PLUS	Registration No. 2,375,293
+CAL+	Registration No. 2,410,417
PUREWEIGH	Registration No. 2,468,500
AADI	Application No. 76/542,324

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