

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cytodyne Technologies, Inc.		10/16/2003	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Nutraquest, Inc.
Street Address:	2231 Landmark Place
City:	Manasquan
State/Country:	NEW JERSEY
Postal Code:	08736
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2266294	CYTODYNE
Registration Number:	2329696	XENADRINE
Registration Number:	2332867	ANDRODYNE
Registration Number:	2332865	CYTODYNE TECHNOLOGIES
Registration Number:	2332868	TARAXATONE
Registration Number:	2416576	Z-MASS
Registration Number:	2441910	CYTOPLEX
Registration Number:	2501695	METHOXY-PRO
Registration Number:	2511028	CYTOTRIM
Registration Number:	2512691	CYCLO Z-MASS
Registration Number:	2512690	PHOSPHAPLEX
Registration Number:	2611602	ISODYNE
Registration Number:	2615182	THERMODYNE
Registration Number:	2692234	XENA

CH \$365.00 2266294

CORRESPONDENCE DATA

Fax Number: (732)380-0081

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

Phone: 732-380-0080

Email: rcatalina@newtechlegal.com

Correspondent Name: Richard A. Catalina, Jr., Esq.

Address Line 1: 167 Avenue at the Common

Address Line 4: Shrewsbury, NEW JERSEY 07702

NAME OF SUBMITTER:

Richard A. Catalina, Jr., Esq.

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") with an effective date of May 23, 2003 (the "Effective Date"), by and between Cytodyne Technologies, Inc., a corporation previously organized and existing under the laws of the State of New Jersey as of the Effective Date and previously having an address of 2231 Landmark Place, Manasquan, New Jersey 08736 ("**Assignor**"), and Nutraquest, Inc., a corporation presently organized and existing under the laws of the State of New Jersey and presently having an address of 2231 Landmark Place, Manasquan, New Jersey 08736 ("**Assignee**") (collectively, the "Parties," or individually, a "Party");

WHEREAS, Assignor is the owner of record of certain intellectual property, and in particular, the owner of record of all right, title and interest in and to any and all trademarks (whether registered or unregistered on either the Principal or the Supplemental Registers of the United States Patent and Trademark Office or on any registry with any designated office of any foreign country), any and all trade dress, and any and all copyrights, with regard to any and all products marketed at any time by **Assignor**, together with the goodwill of the business symbolized by said trademarks, trade dress and copyrights (collectively, the "Intellectual Property," and as is further set forth, without limitation, in Rider "A" attached to this Assignment);

WHEREAS, Assignor and **Assignee** have entered into an agreement on the Effective Date wherein **Assignor** hereby agrees to transfer and assign on said Effective Date any and all right, title and interest in and to said Intellectual Property to **Assignee**, together with the goodwill of the business symbolized by said trademarks, trade dress and copyrights, and further, without limitation, together with any and all common law rights

as may have been acquired by **Assignor** with respect to such names, marks or terms confusingly similar thereto heretofore adopted or used by **Assignor**, was well as the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the Effective Date;

WHEREAS, **Assignee** desires to obtain and **Assignor** desires to assign said Intellectual Property;

WHEREAS, **Assignee** is desirous of confirming its acquisition of the rights and goodwill in and to said Intellectual Property; and

WHEREAS, this Assignment is made nunc pro tunc the Effective Date, with both **Assignor** and **Assignee** hereby expressly acknowledging that this Assignment was binding on each Party, effectuated, and in full force and effect on the Effective Date;

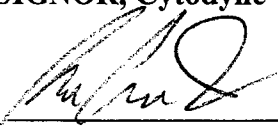
NOW, THEREFORE, pursuant to said agreement between **Assignor** and **Assignee**, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties;

Assignor hereby assigns to **Assignee**, its successors and assigns, effective May 23, 2003, *i.e.*, the Effective Date, all right, title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by said Intellectual Property and any and all registrations thereof and any and all applications to register thereof within the United States or on any registry with any designated office of any foreign country. This grant by **Assignor** to **Assignee** of the Intellectual Property specifically includes, without limitation, all common law rights as may have been acquired by **Assignor** with respect to any and all such names, marks and/or terms confusingly similar thereto heretofore adopted or used by **Assignor**, as well as the right

to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the Effective Date.

IN WITNESS HEREOF, the Parties have caused this Assignment to be executed on this 16 October day of ~~August~~, 2003:

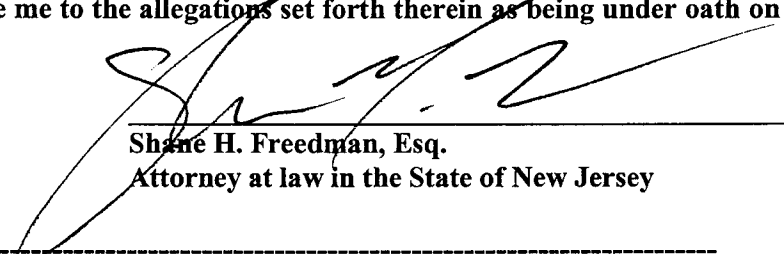
ASSIGNOR, Cytodyne Technologies, Inc.

By: 
Robert Chinery, Jr., President
Cytodyne Technologies, Inc.

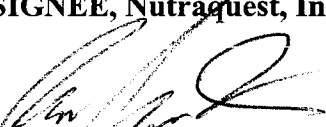
Dated: October 16, 2003

State of New Jersey)
)ss
County of Monmouth)

Before me personally appeared Robert Chinery, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the 16th day of October 2003.


Shane H. Freedman, Esq.
Attorney at law in the State of New Jersey

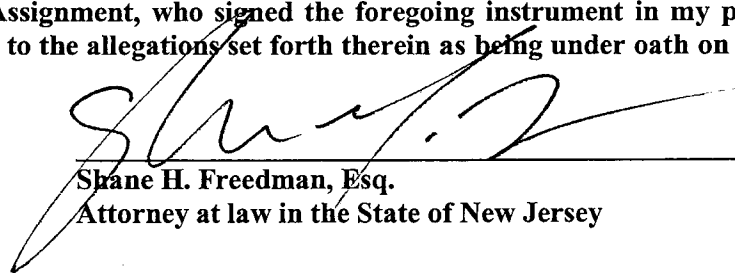
ASSIGNEE, Nutraquest, Inc.

By: 
Robert Chinery, Jr., President, Nutraquest, Inc.

Dated: October 16, 2003

State of New Jersey)
)ss
County of Monmouth)

Before me personally appeared Robert Chinery, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the 16th day of October 2003.


Shane H. Freedman, Esq.
Attorney at law in the State of New Jersey

RIDER "A" TO ASSIGNMENT OF INTELLECTUAL PROPERTY

Part 1 of 3

US REGISTERED TRADEMARKS - CYTODYNE TECHNOLOGIES, INC.

As of May 20, 2003

Mark	Country	Registration. No.	Registration Date
CYTODYNE	US	2266294	8/3/1999
XENADRINE	US	2329696	3/14/2000
ANDRODYNE	US	2332867	3/21/2000
Cytodyne Tech &	US	2332865	3/21/2000
TARAXATONE	US	2332868	3/21/2000
Z-MASS	US	2416576	12/26/2000
CYTOPLEX	US	2441910	4/10/2001
METHOXY-PRO	US	2501695	10/30/2001
CYTOTRIM	US	2511028	11/20/2001
CYCLO Z-MASS	US	2512691	11/27/2001
PHOSPHAPLEX	US	2512690	11/27/2001
ISODYNE	US	2611602	6/27/2002
THERMODYNE	US	2615182	9/3/2002
XENA	US	2692234	3/4/2003