

9/8/03

09-26-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102559504

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Real Health Laboratories, LLC

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

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

2. Name and address of receiving party(ies)
Name: Real Health Laboratories, Inc.
Internal
Address: 1424 30th Street
Street Address: _____
City: San Diego State: CA Zip: 92154

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 17, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2024005

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey F. Craft
Internal Address: _____
Sonnenschein Nath & Rosenthal
P.O. Box 061080, Wacker Drive Station
Street Address: _____
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
09/26/2003 6TON11 00000005 2024005
01 FC:0521 40.00 09
Jeffrey F. Craft
Name of Person Signing

Signature

June 17, 2003
Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 002832 FRAME: 0095

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Real Health Laboratories LLC, a California Limited Liability Corporation having a principal place of business at 1424 30th Street, #B1, San Diego, California 92154 (“Assignor”) has adopted and used in its business the trademark REAL HEALTH, which is registered in the United States Patent and Trademark Office under Registration No. 2,024,005 dated December 17, 1996 for nutritional supplements; and

WHEREAS, Real Health Laboratories, Inc., a California Corporation, having a principal place of business at 1424 30th Street, #B1, San Diego, California 92154 (“Assignee”) is desirous of acquiring said mark and the registration thereof for use on nutritional supplements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors does hereby sell, assign and transfer unto Assignee and its successors, assigns and legal representatives, nunc pro tunc as of January 1, 1997, all right, title and interest in and to the subject matter of U.S. Trademark Registration No. 2024005 for the mark REAL HEALTH and any and all common law rights in the same together with all of the goodwill of Assignor’s business connected with the use of and symbolized by said Mark, and any and all claims for damages by reason of past infringement of said Mark together with the right to sue and collect damages therefor;

Assignor agrees that, upon request, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Mark in all countries and for vesting title thereto in Assignee, its successors, assigns and legal

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TRADEMARK
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representatives or nominees. Assignor covenants to Assignee, its successors, assigns and legal representatives, that the Mark hereby conveyed is free from Assignor's prior assignment, grant, mortgage, license or other encumbrance.

IN WITNESS WHEREOF, Assignor has executed this Agreement on the date set forth below.

REAL HEALTH LABORATORIES LLC

Dated: 6/17/03

By: 
Lincoln Fish

Title: Director, Member

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