

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hauser, Inc.		03/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Naturex Inc.
Street Address:	300 Waverly Avenue
City:	Mamaroneck
State/Country:	NEW YORK
Postal Code:	10913
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2107775	STABILENHANCE
Registration Number:	2606070	COLORENHANCE

CORRESPONDENCE DATA	
Fax Number:	(415)369-8731
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 369 7367
Email:	btroutman@thelenreid.com
Correspondent Name:	Becky L. Troutman
Address Line 1:	Thelen Reid & Priest LLP
Address Line 2:	P.O. Box 190187
Address Line 4:	San Francisco, CALIFORNIA 94119-0187

ATTORNEY DOCKET NUMBER:	010556-17
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NAME OF SUBMITTER:	Becky L. Troutman
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Total Attachments: 2
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TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into on this 10th day of March, 2004 by and between Hauser, Inc., a Delaware corporation ("Assignor") and Naturex Inc., a Delaware corporation ("Assignee"), with reference to the following:

- A. Assignor is the owner of the trademarks and registrations therefor listed in Exhibit A hereto (the "Marks"); and
- B. Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of February 25, 2004 ("Asset Purchase Agreement") pursuant to which Assignee shall, upon the closing of such Agreement, acquire the entire right, title and interest in and to the Marks; and
- C. In accordance with Section 4.4.2 of the Asset Purchase Agreement, Assignee has requested, and Assignor has agreed, to effect and evidence the assignment of the Marks pursuant to this instrument of transfer, which Assignor is delivering to Assignee simultaneously with the closing of the Asset Purchase Agreement

NOW, THEREFORE, the parties agree as follows.

- 1. Assignment. In consideration of the payments, covenants and performances of Assignee pursuant to the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain and the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
- 2. Further Assurances. Assignor will execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out its obligations and to consummate the transactions contemplated herein.

In witness whereof, Kenneth C. Cleveland, an authorized representative of Hauser, Inc., has set his hand on behalf of Hauser, Inc. this 10th day of March, 2004.

HAUSER, INC.

By: *Kenneth C. Cleveland*

Kenneth C. Cleveland
President and Chief Executive Officer

State of California :
County of Los Angeles :

Personally appeared before me the above-named Kenneth C. Cleveland, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of Hauser, Inc. in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.

Kirsten L. Hansen
Notary Public

My commission to expire on 12 Jan 2006



EXHIBIT A

- 1) COLORENHANCE and U.S. Trademark Registration No. 2606070, registered August 6, 2002.
- 2) STABLENHANCE and U.S. Trademark Registration No. 2107775, registered October 21, 1997.