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Tab settings

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

1. Name of conveying party(ies): HealthComm, International, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Metagenics, Inc. Internal Address: Street Address: 100 Avenida La Pata City: San Clemente State: CA Zip: 92673 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: 05/30/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1790106, 1800411 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Susan Y. Campbell Internal Address: Street Address: 100 Avenida La Pata City: San Clemente State: CA Zip: 92673

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

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9. Signature. 40.00 OP 25.00 OP Susan Y. Campbell Name of Person Signing

Susan Y. Campbell Signature 10-17-03 Date

Total number of pages including cover sheet, attachments, and document: 4

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

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10-20-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #39

TRADEMARK REEL: 002863 FRAME: 0830

11/13/2003 01 FC:8521 02 FC:8522 11/13/2003 00000021 1790106 0000132100

## MERGER AGREEMENT

## I

## PARTIES

This Merger Agreement (A~~Agreement~~) is made and entered into as of this 30<sup>th</sup> day of May, 2000 (A~~Effective Date~~) by and among METAGENICS, INC., a California corporation (A~~Metagenics~~), THE KATKE FAMILY TRUST dated September 18, 1990, JEFFREY KATKE and SHELLEY J. KATKE, Trustees, ("KATKE TRUST"), its majority shareholder, JEFFREY KATKE, individually (A~~Katke~~), HEALTHCOMM INTERNATIONAL, INC., a Washington corporation (A~~HealthComm~~ or the A~~Company~~) and JEFFREY BLAND Ph.D. (A~~Bland~~), and the MEDCALF FAMILY REVOCABLE LIVING TRUST (A~~Medcalf~~), who are certain of the Company's shareholders (collectively the A~~Stockholders~~). Each shall individually be referred to as A~~Party~~ and jointly as A~~Parties~~.

## II

## RECITALS

2.1 Metagenics and the Company desire to merge pursuant to a method of reorganization wherein substantially all of the stock of the Company will be exchanged solely for Metagenics voting stock.

2.2 Metagenics shall purchase the stock, which OAK BADGE PARTY LIMITED, a Corporation, dissenting shareholder (A~~Dissenting Stockholder~~) owns in HealthComm (constituting four point nine percent (4.9%) of the issued and outstanding stock of HealthComm) concurrent with execution of this Agreement.

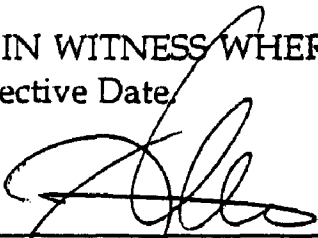
2.3 Immediately after the reorganization and merger, Metagenics will own all stock of the Company and will merge the Company into Metagenics.

2.4 Each of the Parties intends that the merger contemplated hereunder will qualify as a tax-free reorganization pursuant to the provisions of the Internal Revenue Code Section 368(a)(1)(A) or 368(a)(1)(B), or other appropriate section.

2.5 The Boards of Directors of Metagenics and the Company have approved or are expected to approve the merger and reorganization set forth herein in accord



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

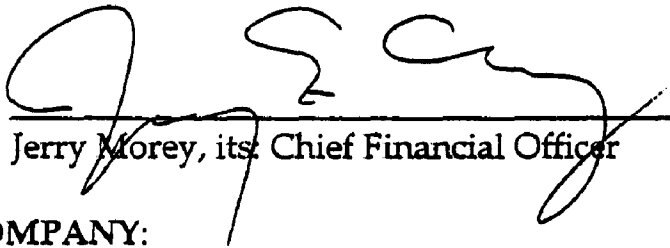


\_\_\_\_\_  
JEFFREY J. KATKE, individually and as Trustee  
of THE KATKE FAMILY TRUST



\_\_\_\_\_  
SHELLEY KATKE, as Trustee  
of THE KATKE FAMILY TRUST

METAGENICS, INC.

By:   
\_\_\_\_\_  
Jerry Morey, its Chief Financial Officer

COMPANY:

HEALTHCOMM INTERNATIONAL, INC.

By: \_\_\_\_\_  
Jeffrey S. Bland, Ph.D., its President

STOCKHOLDERS:

\_\_\_\_\_  
JEFFREY S. BLAND, Ph.D.

\_\_\_\_\_  
DARRELL MEDCALF, as Trustee of the  
MEDCALF FAMILY REVOCABLE LIVING TRUST

\_\_\_\_\_  
JANET MEDCALF, as Trustee of the  
MEDCALF FAMILY REVOCABLE LIVING TRUST