

Tab settings



To the Honorable Commissioner

102690699

hed original documents or copy thereof.

1. Name of conveying party(ies):
Viva America Marketing, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Transfer Agreement
- Merger
- Change of Name

Execution Date: 12/31/1996

2. Name and address of receiving party(ies)

Name: Viva Life Science, Inc.

Internal

Address:

Street Address: 1239 Victoria Street

City: Costa Mesa State: CA Zip: 92627

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,084,448;

1,586,450; 2,012,771; 2,131,182

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles C. Fowler

Internal Address: Orrick, Herrington & Sutcliffe LLP

Street Address: 4 Park Plaza, Suite 1600

City: Irvine State: CA Zip: 92612

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

15-0665

DO NOT USE THIS SPACE

9. Signature.

Charles C. Fowler

Name of Person Signing

Signature

July 24, 2003

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

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the "Agreement") is made as of December 31, 1996, by and among VIVA America Marketing, Inc., a California corporation ("VIVA America Marketing"), Westar Holding, Inc., a Delaware corporation ("Westar"), and VIVA Life Science, Inc., a Delaware corporation ("VIVA Life Science").

RECITALS:

WHEREAS, as part of the dissolution of VIVA America Marketing, its assets are to be distributed to its shareholders;

WHEREAS, certain trademarks have been registered with the United States Trademark Office by VIVA America Marketing;

WHEREAS, Westar is a shareholder of VIVA America Marketing; and

WHEREAS, Westar desires to designate VIVA Life Science as the recipient of any trademarks, and all rights associated with such trademarks, which it is entitled to receive under such dissolution of VIVA America Marketing;

NOW, THEREFORE, the Parties agree as follows:

1. Trademarks. The following trademarks have been registered with the United States Trademark Office under the name of VIVA America Marketing:

- 1.1 "VIVA Guard" (Trademark Number 1835126)
- 1.2 "VIVA Kids" (Trademark Number 1833092)
- 1.3 "VIVA Concentrate" (Trademark Number 1835127)
- 1.4 "Biolecithin" (Trademark Number 2012771)
- 1.5 "Ge-Feron" (Trademark Number 2016380)
- 1.6 "Dental Fresh" (Trademark Number 1914426)
- 1.7 "Lipoguard" (Trademark Number 2131182)
- 1.8 "VIVA Max Plus" (Trademark Number 2111086)
- 1.9 "AHA Activator" (Trademark Number 2108068)

- 1.10 "VIVA LIFE" (Trademark Number 2053408)
- 1.11 "BIOGARLIC" (Trademark Number 2084448)
- 1.12 "BIODOPHILUS" (Trademark Number 2012772)
- 1.13 "GERMANIUM FERON" (Trademark Number 2075952)
- 1.14 "VIVA PURITY" (Trademark Number 74458894)
- 1.15 "VIVA GREEN BARLEY" (Trademark Number 1821955)
- 1.16 "VIVA FOR LIFE" (Trademark Number 1823566)
- 1.17 "VIVA SHIELD" (Trademark Number 1821954)
- 1.18 "OXYPOWER" (Trademark Number 1701369)
- 1.19 "SPRINT" (Trademark Number 1701368)
- 1.20 "VIVA TIMES" (Trademark Number 1576349)
- 1.21 "VIVA AMERICA" (Trademark Number 1586450)
- 1.22 "EZ SLIM" (Trademark Number 75062453)
- 1.23 "LIQUIK" (Trademark Number 1697335)
- 1.24 "DRINK FOR LIFE" (Trademark Number 1697334) (collectively, "Trademarks")

2. Distribution of Trademarks. As part of the dissolution of VIVA America Marketing, Westar shall be entitled to receive each and every one of the Trademarks, including any and all rights associated with such the ownership and use of such Trademarks.

3. Transfer of Trademarks. Westar hereby instructs VIVA America Marketing to immediately and directly transfer Trademarks, including any and all rights associated with Trademarks, directly to its designee, VIVA Life Science. VIVA America Marketing shall take whatever steps necessary to effect the transfer of Trademarks to VIVA Life Science.

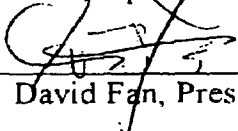
4. Future Distributions. The terms of this Agreement shall not limit or restrict the future distribution of any additional assets to Westar, or its designee, as part of the dissolution of VIVA America Marketing.

5. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the Parties hereto, shall be governed by the laws of the State of California.

Executed at Costa Mesa, California on the date first written above.

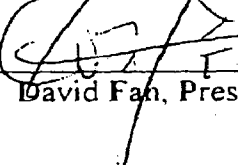
“VIVA AMERICA MARKETING”

VIVA America Marketing, Inc.,
a California corporation

By: 
David Fan, President

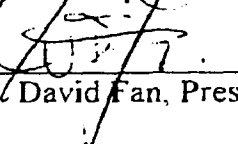
“WESTAR”

Westar Holding, Inc., a Delaware
corporation

By: 
David Fan, President

“VIVA LIFE SCIENCE”

VIVA Life Science, Inc.,
a Delaware corporation

By: 
David Fan, President