

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L&S Research Corporation		11/10/1994	CORPORATION: NEW JERSEY
Scott R. Chinery		11/10/1994	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Cybergenics Holding, Inc.
Street Address:	780 Third Avenue, 45th Floor
Internal Address:	c/o Lincolnshire Management, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1931320	PRECISION POWER

CORRESPONDENCE DATA

Fax Number: (312)660-0471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3128616371  
 Email: rprescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 200 E. Randolph Drive  
 Address Line 2: Kirkland & Ellis LLP  
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37869-73 RMP
NAME OF SUBMITTER:	Dawn H. Dawson

Total Attachments: 8

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EXECUTION

**ASSIGNMENT - INTELLECTUAL PROPERTY  
(L&S Research Corporation to Cybergeneics Holding, Inc.)**

ASSIGNMENT dated the 10th day of November, 1994 made by L&S RESEARCH CORPORATION, a New Jersey corporation (the "Seller"), and Scott R. Chinery, an individual with a residence at 1762 Todd Road, Toms River, New Jersey (the "Stockholder"), in favor of CYBERGENICS HOLDING, INC., a Delaware corporation (the "Purchaser").

WHEREAS, the Purchaser, the Seller and the Stockholder are parties to that certain Asset Purchase Agreement, dated as of October 12, 1994, as amended pursuant to the First Amendment to the Asset Purchase Agreement, dated November 10, 1994 (the "Purchase Agreement"), pursuant to which, among other things, the Purchaser has agreed to purchase from the Seller and the Stockholder and the Seller and the Stockholder have agreed to sell to the Purchaser all of the Seller's tangible and intangible assets and business, and certain other related assets of the Stockholder, including all intellectual property rights of the Seller and the Stockholder used in connection with or in any way relating to the business;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Seller and the Stockholder, the Seller and the Stockholder agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:

A. **Trademarks** means all of the following, whether United States or foreign, collectively:

(i) the trademarks and service marks listed on Exhibit A hereto, including all applications (and the registrations and notices of allowance which issue on such applications), notices of allowance, licenses, and registrations (including renewals) of such marks, and such other trademark, service mark and similar rights as subsist with respect to such marks at state or foreign common and statutory law (the "Marks");

(ii) each of the trade names listed on Exhibit B hereto (the "Trade Names");

(iii) any and all trade dress or product or packaging design or configuration, used anywhere in the world, which is used in conjunction with any of the Intellectual Property, or used otherwise, whether registered or not; and

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(iv) all goodwill of the Seller's business symbolized by and associated with the use of the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action, claims, demands, oppositions, cancellations and other rights and proceedings for or arising from any infringement, including past infringements, thereof.

B. Copyrights means all copyrights worldwide, whether or not registered, including all renewals and rights to renew therein, in any work published or unpublished that is used in connection with or in any way relating to the Seller's business. Copyrights include those embodied in any tangible medium of expression, including, without limitation, in any product brochures, product labels, advertising, store displays, and computer software.

C. The Proprietary Information means, collectively, all of the United States and foreign patents, technologies, inventions, including patentable and non-patentable discoveries, concepts, ideas, processes, methods, formulae, compositions, apparatus and all improvements thereof, information, data, trade secrets, know-how, and research and development work product, owned, developed or controlled by the Seller or the Stockholder and used in connection with or in any way relating to the Seller's business. Such Proprietary Information may or may not be in tangible form, or stamped "confidential" or otherwise. Such information includes, to the extent legally transferable, all rights to apply for, to prosecute applications for, and to own patents in connection therewith.

D. Intellectual Property means, collectively, Trademarks, Copyrights, and Proprietary Information.

## 2. ASSIGNMENT

Each of the Seller and the Stockholder hereby sells, assigns, quitclaims, sets over and otherwise transfers and delivers unto the Purchaser, its successors and assigns, any and all of the Seller's and the Stockholder's respective right, title and interest, free and clear of any lien, license, claim, charge, security interest or other encumbrance, in and to the Trademarks, Copyrights and Proprietary Information including, but not limited to, all income, royalties, damages, and payments now or hereafter due or payable in respect to the Intellectual Property (except for any payments required to be made to the Stockholder pursuant to the License Termination Agreement dated the date hereof), and all causes of action (either in Law or in Equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned to Purchaser hereunder.

3. MISCELLANEOUS

A. The Seller and Stockholder hereby covenants and agrees that it or he will promptly execute all papers and perform such other proper acts as the Purchaser or its successors or assigns may deem reasonably necessary to secure to Purchaser and its successors or assigns, the rights hereby transferred, including but not limited to Seller's preparation and execution of assignments in recordable form within thirty (30) days of the date hereof (or at such later time as the Purchaser may direct) in each jurisdiction where Intellectual Property and registrations or applications may be issued or pending. The acts to be performed include, but are not limited to, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Purchaser, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this Assignment.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment on the date first written above.


L&S RESEARCH CORPORATION

ATTEST:

By: \_\_\_\_\_

  
Scott R. Chinery  
Chief Executive Officer

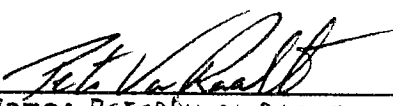
By: \_\_\_\_\_

  
Name: Harry Jay Lewis  
Title: Assistant Secretary

  
SCOTT R. CHINERY

CYBERGENICS HOLDING, INC.

By: \_\_\_\_\_

  
Name: PETER VAN RAALTE  
Title: PRESIDENT

STATE OF New York )  
COUNTY OF New York )

SS.:

On the 10<sup>th</sup> day of November, 1994, before me personally came Scott R. Chinery, to me known, who, being by me duly sworn, did depose and say that he resides at 1762 Todd Road, Toms River, New Jersey that he is the Chief Executive Officer of L&S RESEARCH CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Linda S. Potash  
Notary Public

LINDA S. POTASH  
Notary Public, State of New York  
No. 31-4897561  
Qualified in New York County  
Commission Expires June 1, 1995

STATE OF New York )  
COUNTY OF New York )

SS.:

On the 10<sup>th</sup> day of November, 1994, before me personally came Scott R. Chinery, to me know, who, being by me duly sworn, did depose and say that he resides at 1762 Todd Road, Toms River, New Jersey, and that he is the individual described in and who executed the foregoing instrument.

Linda S. Potash  
Notary Public

LINDA S. POTASH  
Notary Public, State of New York  
No. 31-4897561  
Qualified in New York County  
Commission Expires June 1, 1995

Exhibit A

Trademarks/Service Marks

[Attach Schedule 3.17 to Purchase Agreement]

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Exhibit B

Tradenames

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TRADEMARK

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SCHEDULE 3.17  
INTELLECTUAL PROPERTY

U.S. Registered Trademarks

1. Cybergenics - Reg. No. 1,409,162
2. Cybergenics Super Fat-Loss - Reg. No. 1,831,038
3. Cyberade - Reg. No. 1,789,092
4. Cyberblast - Reg. No. 1,789,093
5. Cybertrim - Reg. No. 1,789,094
6. Fusion - Reg. No. 1,785,191
7. Isolate - Reg. No. 1,785,188
8. Protabalase-EM - Reg. No. 1,786,454
9. Protabalase-ME - Reg. No. 1,785,190
10. Vortex - Reg. No. 1,786,455
11. Cybercharge - Reg. No. 1,783,833
12. Cybergain - Reg. No. 1,785,189
13. Isotesto - Reg. No. 1,808,768
14. Infiniti - Reg. No. 1,833,619
15. Cybergenics for Hard Gainers - Reg. No. 1,828,023
16. Liquid Muscle - Reg. No. 1,826,079
17. Quick Trim - Reg. No. 1,814,192
18. Quick Trim - Reg. No. 1,820,953

Pending Trademark Applications

1. Cybergenics Quick Trim, App. No. 74/411,826
2. Muscle Mac, App. No. \_\_\_\_\_, filed September 2, 1994
3. Precision Power, App. No. \_\_\_\_\_, filed October 3, 1994
4. Comeback, App. No. \_\_\_\_\_, filed October 3, 1994
5. Quick Meal, App. No. \_\_\_\_\_, filed October 19, 1994

International Trademarks (See Attached Schedule)

Phase I (Opinion Letter)

Quicktrim Clinic Trademark and Service Mark License Agreement

See Schedule 3.12

COMMON LAW TRADEMARKS

Adopted

Total Body Building System

Phase I

Muscle Mac (See attached November 8, 1994 letter)

Cybergenics Quick Trim Quick Meal

Comeback

Palm Springs Elite Total Diet Plan

Beverly Hills Body Sculpture System

Super Fat Loss Tablets

Super Water Pill

Near Zero Carb Mega Protein

Precision Power

Beyond Vanadyl

Cybergenics Quick Trim

Hard Gainers

OKG

Creatine

Super Weight Loss Diet and Exercise Plan

TRADEMARK