

5/11/04

05-14-2004
102744683

To the Honorable Commissioner of Patents and Trademark Use record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Shelton D. Redden II

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: William C. Pentz
Internal Address: _____
Street Address: 14673 Evening Star Drive
City: Poway State: CA Zip: 92064

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: 01/20/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/170307

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Calif Tervo
 Internal Address: _____

 Street Address: 6387 Caminito Lazaro

 City: San Diego State: CA Zip: 92111

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:
20-0525

DO NOT USE THIS SPACE

9. Signature.
 Calif Tervo _____
 Name of Person Signing *Calif Tervo* Signature 5/7/04 Date

05/13/2004 BYRHE 00000150 76170307
 01 FC:8521 40.00 00

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

SECURED INSTALLMENT NOTE WITH INTEREST

\$85,000.00

San Diego, California

January 20, 2003

For value received, I, the undersigned Maker, promise to pay to the order of William C. Pentz ("Payee"), at 14673 Evening Star Dr., Poway, CA 92064, at the times specified below, the sum of \$85,000.00 (the "Principal"), together with interest at the rate of eight percent (8%) per year.

The Principal and the aggregate of the interest on the Principal will be payable in sixty (60) equal successive monthly installments in the aggregate amount of \$1,723.49 each, with any additional amount owed payable at the time the last payment is due. The first installment will be paid on the 20th day of February, 2003, and subsequent installments will be paid on the same day of each successive month until all the payments have been made.

Maker agrees that if any installment payment provided for in this Note is unpaid for at least 10 days, it would be impracticable or extremely difficult to fix the actual damages resulting to the Payee. Therefore Maker agrees to pay to the Payee the sum of \$150.00 on default, as liquidated damages and not as a penalty, to compensate the Payee for the expenses of administering the default. Only one late charge will be collected on any installment, regardless of the period during which it remains in default.

At his option, the Payee of this Note may determine that Maker is in default for failure to pay an installment when due, and may, consequently, accelerate the maturity of all installments, making the unpaid balance of the Note (the total of the unpaid monthly installments and any unpaid liquidated damages that have been charged) due immediately.

To secure payment of this Note, Maker has given a secured interest in the following property:

(1) All of the inventory, chattel paper, accounts, equipment and general intangibles which Maker and Payee acquired from Nutri-Sport, Inc. pursuant to a Bill of Sale on Foreclosure dated January 20, 2003, including, without limitation except as herein stated, all of the following:

(i) All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.

(ii) All product and produce of any of the property described above.

(iii) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described herein.

(iv) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein.

(v) All records and data relating to any of the property described herein, together with all of the Maker's right, title, and interest in and to all computer software required to utilize, create,

maintain, and process any such records or data on electronic media.

(2) Maker shall acquire a security interest in the following items which Maker and Payee acquired from Nutri-Sport, Inc. pursuant to a Bill of Sale on Foreclosure dated January 20, 2003: (a) Promissory Note dated January 10, 2003, executed by Shelton D. Redden II in favor of Nutri-Sport, Inc., in the amount of \$70,000; and (b) Promissory Note dated December 31, 2001, executed by Shelton D. Redden II in favor of Nutri-Sport, Inc., in the amount of \$100,000.

In case of default in payment of this Note, Payee will have all rights in the collateral given by the California Commercial Code. The waiver of any default, or the remedying of any default in a reasonable manner, will not operate as a waiver of any other default or of the default remedies available to Payee.

Maker waives presentment for payment, notice of dishonor, and any notices in connection with the delivery, presentment, acceptance, performance, default, or enforcement of this Note. In the event Maker fails to make a payment as provided for under the terms of this Note, Payee shall give him ten (10) days notice concerning the default and allow him to bring his payment current within that time before taking further action under this Note.

Maker agrees to pay the expenses incurred in any attempt to collect the amount due pursuant to this Note.

Maker agrees that if any legal action is necessary to enforce this Note, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. This provision is applicable to the entire Note.

The Maker waives all right to trial by jury in any action in connection with this Note.



SHELTON D. REDDEN II