

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Nitas Ventures, LLC		04/21/2004	Limited Liability Company: SAINT KITTS AND NEVIS

RECEIVING PARTY DATA	
Name:	Dr.'s Own, Inc.
Street Address:	261 N. Highway 101
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2121116	THE GOOD FEET STORE
Registration Number:	2751902	GOOD FEET
Registration Number:	2545069	G
Registration Number:	2751905	THE GOOD FEET STORE
Registration Number:	2751904	THE GOOD FEET STORE
Registration Number:	2653895	YOUR ARCH SUPPORT STORE
Serial Number:	78228754	
Serial Number:	78233776	GOOD FEET WORLDWIDE
Registration Number:	2122941	DR.'S OWN ORTHOTICS
Registration Number:	2130530	DR.'S OWN
Serial Number:	76307445	GOOD FEET
Serial Number:	76302652	GOOD FEET
Registration Number:	2766190	G
Registration Number:	2742104	DR.'S OWN

CH \$440.00 2121116

Serial Number:	78260488	
Serial Number:	78260490	
Registration Number:	2751886	GOOD FEET

CORRESPONDENCE DATA

Fax Number: (619)235-0398
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 619 525 3865
Email: bfs@procopio.com
Correspondent Name: Procopio Cory Hargreaves & Savitch LLP
Address Line 1: 530 B Street, Suite 2100
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	111656-1
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NAME OF SUBMITTER:	Barry F. Soalt
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Total Attachments: 9
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of this 21 day of April 2004 by and between NITAS VENTURES, LLC, a limited liability company, organized and existing under and by virtue of the laws of Nevis, and having a principal place of business at Box 556, Main Street, Charlestown, Nevis ("ASSIGNOR") and Dr.'s Own, Inc., a corporation organized and existing under and by virtue of the laws of the state of California and having a place of business at 261 N. Highway 101, Solana Beach, California, U.S.A. 92075 ("ASSIGNEE");

WHEREAS, ASSIGNOR pursuant to that certain Purchase and Sale Agreement for Intellectual Property dated 20 February 2004 by and between Dr.'s Own, Inc., ("Transferor") and NITAS VENTURES, LLC. ("Transferee") and that certain Assignment of United States Trademarks dated 20 February 2004 by and between Dr.'s Own, Inc. ("Assignor") and NITAS VENTURES, LLC ("Assignee"), and that certain Assignment of Foreign Trademarks, dated 20 February 2004 by and between Dr.'s Own, Inc. ("Assignor") and NITAS VENTURES, LLC ("Assignee") purportedly owns subject to an existing action for fraudulent transfer in the Superior Court, State of California, County of San Diego, Case No. CIG 827737, certain trade names, trademarks and service marks for which applications for Trademarks/Service Marks in the United States of America have been filed, applications for foreign trademarks/service marks have been filed, trademarks/service marks in the United States of America have been issued, and foreign trademarks/service marks have been issued and various common law trademarks/service marks, together with the goodwill and the business symbolized by said trademarks/service marks, including those set forth in Exhibit A, attached hereto and incorporated herein by this reference (collectively the "Trademarks") and

WHEREAS, ASSIGNEE pursuant to that certain Settlement Agreement dated 21 April 2004 is desirous of re-acquiring the exclusive right, title and interest in and to and under said trademarks, together with the goodwill of the business symbolized by said trademarks or similar legal protections to be obtained thereof in the United States of

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America, its territories, possessions and in any and all countries foreign thereto.

NOW THEREFORE, for the sum of \$10.00 plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto said ASSIGNEE, its successors and assigns, all rights, title and interest in and to said Trademarks in the United States and in all countries foreign thereto, together with the goodwill of the business symbolized by said Trademarks for the full term or terms for which the same may be granted, including any extensions and/or renewals thereof including all priority rights under international conventions and further includes the right to institute any legal action for any past infringement and to recover any damages recoverable as a result of such infringement; and ASSIGNOR hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and any official of foreign countries, whose duty it is to issue trademarks or any legal equivalent thereof to issue such trademarks to said ASSIGNEE, its successors and assigns in accordance with this Agreement.

ASSIGNOR hereby covenants, represents and warrants that it has not assigned, sold, transferred, or encumbered or entered into any agreement which would conflict with this Agreement;

ASSIGNOR further covenants, represents and warrants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known or accessible to ASSIGNOR and will further testify as to the same in any litigation related thereto and will promptly execute and deliver to ASSIGNEE, or its legal representatives, any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue and/or enforce said Trademarks and said equivalents in the United States or in any foreign countries, which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants, represents and warrants that it believes it is the legal and lawful owner of the property assigned hereunder and that it has the power and authority to enter into and execute this Assignment and it is not aware of any sales, transfers, assignments or encumbrances other than the assignments to itself on or

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about February 20, 2004.

ASSIGNOR further covenants, represents and warrants that it will defend and hold ASSIGNEE harmless for and against any damage, liability, cost, tax or expense, (including reasonable attorneys fees) whether incurred in pre-trial investigations, at trial, (or on appeal) resulting from any misrepresentation, breach of warranty or failure by such other party to fulfil its obligations or responsibilities under this agreement.

Subject only to that certain Settlement Agreement dated 21 April 2004 this Agreement contains the entire agreement between the parties and shall supersede any agreement or understanding, written or oral, prior or contemporaneous and this Agreement shall not be modified except in a written instrument signed by the parties hereto.

ASSIGNOR

NITAS VENTURES, LLC

Dated: 30 APRIL 2004



Boston Life and Annuity Company Limited
Richard May
Its authorized signatory

WITNESS

Dated: _____

WITNESS

Dated: _____

about February 20, 2004.

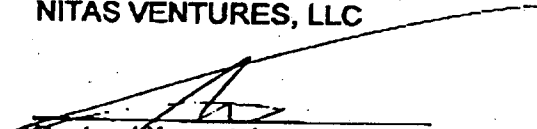
ASSIGNOR further covenants, represents and warrants that it will defend and hold ASSIGNEE harmless for and against any damage, liability, cost, tax or expense, (including reasonable attorneys fees) whether incurred in pre-trial investigations, at trial, (or on appeal) resulting from any misrepresentation, breach of warranty or failure by such other party to fulfil its obligations or responsibilities under this agreement.

Subject only to that certain Settlement Agreement dated 21 April 2004 this Agreement contains the entire agreement between the parties and shall supersede any agreement or understanding, written or oral, prior or contemporaneous and this Agreement shall not be modified except in a written instrument signed by the parties hereto.

ASSIGNOR

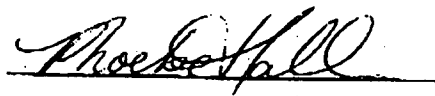
NITAS VENTURES, LLC

Dated: 30 APRIL 2004


 Boston Life and Annuity Company Limited
 Richard May
 Its authorized signatory

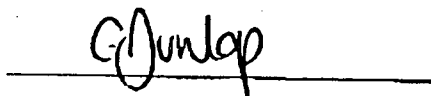
WITNESS

Dated: 3 MAY 2004



WITNESS

Dated: 3 MAY 2004



NOTARY

State of California)
County of _____)

I, Richard May, the authorized signatory of Nitas Ventures, Inc. and two witnesses respectively, whose names are signed to the foregoing instrument, being first duly sworn do hereby declare to the undersigned officer that Mr. Richard May signed the foregoing instrument and that he signed voluntarily, and that each of the witnesses in the presence of Mr. Richard May at his request and in the presence of each other sign the Assignment of Patent Rights as a witness and that to the best of the knowledge of each witness, Mr. Richard May was, at the time, 18 or more years of age, of sound mind and under no constraints or undo influences.

[Signature]
Richard May,

[Signature]
Witness

[Signature]
Witness

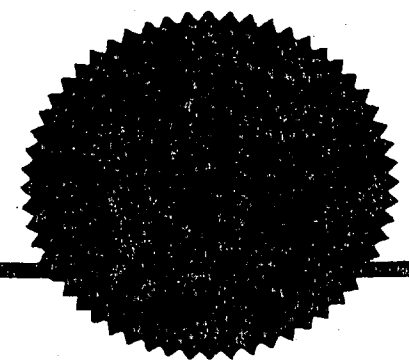
SWORN TO AND SUBSCRIBED and acknowledged before me on this 3rd day of MAY, 2004 by Mr. Richard May, and subscribed and sworn to before me by PHOEBE HALL and CHRIS SULLIVAN the witnesses, each of whom are personally known to me or have produced PASSPORT as identification and who did take an oath.

[Signature] My commission expires: [Signature]

[Signature]

Notary Public

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ASSIGNEE

DR.'S OWN, INC.

Dated: _____

Rosalinda W. Johnson, President

DR.'S OWN, INC.

Dated: 23 Apr 04



Richard M. Kipperman, Receiver

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ASSIGNEE

Dated:

4/30/04

DR.'S OWN, INC.

RW Johnson
Rosalinda W. Johnson, President

DR.'S OWN, INC.

Dated:

27 Apr 04

RMK
Richard M. Kipperman, Receiver

SCHEDULE "A"
 DR.'S OWN, INC.
 U.S. TRADEMARKS
 February 19, 2004

FILE NO.	MARK	COUNTRY	SERIAL NO. FILE DATE	CLASS	REG. NO. REG. DATE
SM01	THE GOOD FEET STORE and Design	USA	75/137,922 7/22/96	42	2,121,116 12/16/97
SM04	GOOD FEET	USA	76/311,713 9/13/01	35	2751902 8/19/03
SM05	GOOD FEET & Design	USA	76/302,698 8/20/01	35	2751856 8/19/03
SM06	G & Design	USA	76/302,697 8/20/01	35	2,545,069 3/5/02
SM07	THE GOOD FEET STORE	USA	76/312,015 9/13/01	35	2751905 8/19/03
SM08	THE GOOD FEET STORE & Design	USA	76/312,014 9/13/01	35	2751904 8/19/03
SM09	YOUR ARCH SUPPORT STORE	USA	76/302,614 8/20/01	35	2,653,895 11-26-02
SM10	3.SQUARE DESIGN	USA	78/228,754 3/21/03	35	
SM11	GOOD FEET WORLDWIDE	USA	78/233,776 4/3/03	35	
TM01	DR'S OWN ORTHOTICS & Design	USA	75/110,893 5/28/96	10	2,122,841 12/23/97
TM02	DR'S OWN	USA	75/239,212 2/10/97	10	2,130,530 1/20/98
TM05	GOOD FEET	USA	76/307,445 8/30/01	10, 25	
TM06	GOOD FEET & DESIGN	USA	76/302,652 8/20/01	10, 25	

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DR.'S OWN, INC.						
U.S. TRADEMARKS						
February 19, 2004						
FILE NO.	MARK	COUNTRY	SERIAL NO. FILE DATE	CLASS	REG. NO. REG. DATE	
TM07	G & DESIGN First Use Anywhere 4-4-99	USA	76/307,446 8/30/01	10, 25	2,766,190 9/23/2003	
TM08	DR'S OWN	USA	78/169,981 10/1/02	25	2,742,104 7/29/03	
TM09	3 SQUARE DESIGN	USA	78/260,488 6/10/03	25		
TM10	3 SQUARE DESIGN	USA	78/260,490 6/10/03	10		

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