

5/17/04

05-18-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102747265

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

1. Name of conveying party(ies):
Joint Juice, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/07/03

2. Name and address of receiving party(ies)
 Name: Lurie Investment Fund, LLC
 Internal Address: Suite 1500
 Street Address: Two North Riverside Plaza
 City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware Limited Liability Company

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) 76/125094

B. Trademark Registration No.(s) 2625534

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole M. Walker
 Internal Address: Neal, Gerber & Eisenberg LLP
 Street Address: Two North LaSalle Street
 City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502261

OFFICE OF PUBLIC RECORDS
2004 MAY 17 PM 3:47
FINANCE SECTION

9. Signature.
 Nicole M. Walker
 Name of Person Signing

Nicole M. Walker
 Signature

May 7, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 18

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

05/18/2004 MUELLER 00000015 502261 76125094
01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

TRADEMARK REEL: 002968 FRAME: 0314

CONTINUATION OF RECEIVING PARTIES:

Kevin R. Stone, M.D., as Administrative Agent
c/o Joint Juice , Inc.
3727 Buchanan Street
San Francisco, CA 94123

**COLLATERAL ASSIGNMENT
OF INTELLECTUAL PROPERTY**

This COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Collateral Assignment"), dated as of March 7, 2003, is made by JOINT JUICE, INC., a California corporation (the "Assignor"), in favor of the Persons from time to time parties hereto as secured parties (the "Assignees") and KEVIN R. STONE, M.D., in his capacity as an Assignee and contractual representative for the Assignees (the "Administrative Agent").

WITNESSETH:

WHEREAS, the Assignees are loaning to the Assignor loans in principal amounts not to exceed \$4,000,000 in the aggregate (the "Loans") pursuant to, and on the terms and conditions set forth in, the Note Purchase Agreement, dated as of even date herewith, among the Assignor and the Assignees (the "Purchase Agreement"), and the Convertible Secured Promissory Notes issued by the Assignor in favor of each Assignee pursuant to the Purchase Agreement (the "Notes");

WHEREAS, to induce the Assignees to make the Loans, the Assignor has agreed to enter into this Collateral Assignment on the terms set forth herein; and

WHEREAS, the execution and delivery by the Assignor of this Collateral Assignment is one of the conditions to the willingness of the Assignees to make the Loans to the Assignor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Assignees to make and maintain the Loans to the Assignor, the parties hereto agree as follows:

Section 1. DEFINITIONS

Terms used herein that are defined in the Notes shall have the meanings assigned to them therein unless otherwise defined herein. References to this "Collateral Assignment" shall mean this Collateral Assignment of Intellectual Property, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Collateral Assignment as the same may be in effect at the time such reference becomes operative.

As used herein:

"Affiliate" means any Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be "controlled by" another Person if such latter Person possesses,

directly or indirectly, power either to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Lien” means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute, or contract, and including, without limitation, a security interest, charge, claim, lien (including any lien or charge arising from a mortgage or deed of trust), encumbrance, pledge, hypothecation, assignment, deposit arrangement, agreement, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

“Majority Holders” means Assignees holding at least 51% of the aggregate unpaid principal amount of the Notes then outstanding.

“Obligations” means all amounts, direct or indirect, contingent or absolute, of every type or description, and at any time existing, owing to an Assignee pursuant to the terms of the Purchase Agreement, the Notes or this Collateral Assignment.

“Person” means any individual, corporation, limited liability company, partnership, trust, joint venture, association, estate, unincorporated organization or government or any agency or political subdivision thereof.

“Release Date” means the date on which the Loans, all interest thereon and all other Obligations are irrevocably paid in full and all obligations or commitments of the Assignees to make a loan to the Assignor are terminated.

Section 2. ASSIGNMENT OF INTEREST

2.1. Patents, Trademarks, Copyrights and Other Intellectual Property: The Assignor hereby grants, assigns and conveys to the Administrative Agent and the Assignees, as security for the full and prompt payment of the Obligations when due, a security interest in, and lien upon, the entire right, title and interest of the Assignor in and to all of its now owned, existing or filed or hereafter acquired, arising or filed (including, in each case, all proceeds thereof):

(a) (i) patents and patent applications of the Assignor, including, without limitation, those listed on Exhibit A hereto and the inventions and improvements described and claimed therein, and patentable inventions and methods of the Assignor, (ii) reissues, divisions, continuations, renewals, extensions, reexamination and continuations-in-part of any of the foregoing, (iii) income, royalties, damages or payments now and hereafter due and/or payable to such Assignor under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right of the Assignor to sue for past, present and future infringements of any of the foregoing and (v) rights of such Assignor corresponding to any of the foregoing throughout the world (collectively, the “Patents”);

limitation, licensees, or fail to take any action, that would affect the validity or enforcement of the rights granted to the Assignees under this Collateral Assignment.

2.3. New Patents, Trademarks and Other Intellectual Property Rights. The Assignor represents and warrants that the Patents and Trademarks listed in Exhibits A and B hereto are owned by the Assignor and such Patents and Trademarks constitute all of the material Patents and Trademarks that the Assignor now owns which are registered with the United States Patent and Trademark Office and the United States Copyright Office or an accredited and appropriate domain name registrar, as applicable. If, before the Release Date, the Assignor shall (i) obtain any new material Patents or Trademarks, or rights thereto or (ii) become entitled to the benefit of any new Patent or Trademark, the Assignor shall give the Administrative Agent prompt written notice thereof. The Assignor hereby authorizes the Administrative Agent to modify this Collateral Assignment by amending any or all the Exhibits attached hereto, as applicable, to include any such material Patents or Trademarks.

2.4. Royalties and Terms. The Assignor hereby agrees that upon the occurrence and during the continuance of an Event of Default (as defined in the Notes), the Administrative Agent, or any designee of the Administrative Agent (including the Assignees), upon consent of the Majority Holders, may, subject to applicable law and to any then existing Licenses granted by such Assignor in respect of any Patent, Trademark, Trade Secrets or Other Intellectual Property Rights of such Assignor, use any or all of the Patents, Trademarks, Trade Secrets, Licenses or Other Intellectual Property Rights worldwide without any liability to such Assignor for royalties or other related charges.

2.5. Reassignment to Assignor. On the Release Date, the Administrative Agent (and, to the extent necessary, the Assignees individually) shall execute and deliver to the Assignor, at the Assignor's request and at such Assignor's sole cost and expense, such releases, deeds, assignments and other instruments as may be necessary to relinquish, without any representations or warranties whatsoever (other than a representation that the Administrative Agent or Assignees have not assigned or transferred the Intellectual Property Rights covered by such releases, or their security interests therein, except as contemplated or permitted hereby), all of the Assignees' rights in such of the Intellectual Property Rights as shall not have been sold or disposed of pursuant to the terms of this Collateral Assignment.

2.6. Duties of Assignor. Subject to the rights of the Assignees, until the Release Date the Assignor shall use commercially reasonable efforts to (i) prosecute diligently any patent, trademark or copyright application and licenses of the Assignor pending as of the date hereof or thereafter, (ii) make application on unpatented but patentable inventions of the Assignor and on trademarks and copyrights, as appropriate, of the Assignor (iii) preserve and maintain all rights in the Intellectual Property Rights of the Assignor and (iv) possess all Trade Secrets of the Assignor. Any out-of-pocket expenses incurred in connection with such applications by the Assignor shall be borne by the Assignor. The Assignor shall not abandon any Patent, Trademark, Trade Secret, License, or Other Intellectual Property Rights or the right to file any patent application unless the Assignor, in its reasonable discretion, determines that to take such action in a particular instance would be in the best commercial interest of the Assignor.

2.7. Administrative Agent's Right to Sue. If an Event of Default shall have occurred and be continuing, the Administrative Agent, upon the consent of the Majority Holders, shall have the right, but shall in no way be obligated, to bring suit on behalf of the Assignor to enforce any of the Assignor's rights in any Intellectual Property Rights in the event the Assignor declines to bring such suit and, if the Administrative Agent shall commence any such suit, the Assignor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents requested by the Administrative Agent in aid of such enforcement and the Assignor shall promptly pay, or reimburse and indemnify the Administrative Agent upon demand, for all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 2.7.

2.8. Administrative Agent Appointed Attorney-in-Fact. During the existence of an Event of Default, the Assignor appoints the Administrative Agent, or the Administrative Agent's designee, as its attorney-in-fact to do all things necessary to carry out or enforce this Collateral Assignment. The Assignor ratifies and approves to the fullest extent permitted by law all acts of the Administrative Agent as attorney-in-fact taken in accordance herewith. The Administrative Agent as attorney-in-fact will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until the Release Date.

Section 3. FILINGS AND CONSENTS

The Assignor shall, at the cost and expense of the Assignor, deliver to the Administrative Agent, upon the execution and delivery of this Collateral Assignment and at any time and from time to time thereafter, such instruments and documents, in form and substance satisfactory to the Administrative Agent, and take such other action, as the Administrative Agent shall reasonably specify as being necessary or appropriate, in the reasonable opinion of the Administrative Agent, to perfect the security interests and other interests granted by the Assignor to the Assignees hereby in the Intellectual Property Rights, including, without limitation, filings with the United States Patent and Trademark Office and the Copyright Office of the United States and one or more financing statements disclosing the security interests. The Assignor will also, at its own expense, from time to time hereafter make, execute, endorse, acknowledge, file and/or deliver to the Administrative Agent all documents or instruments and take such further steps reasonably requested by the Administrative Agent to perfect the Assignees' security interests in all Intellectual Property Rights.

Section 4. COVENANTS

The Assignor agrees that until the Release Date, unless the Administrative Agent, upon consent of the Majority Holders, agrees otherwise in writing: (a) the Assignor will, at its sole cost and expense, use commercially reasonable efforts to warrant and defend the Intellectual Property Rights from any and all material claims and demands of any other Person; (b) the Assignor will not grant, create or permit to exist any Lien on any of the Intellectual Property Rights in favor of any other Person; (c) the Assignor will pay, and indemnify and hold the Administrative Agent and the Assignees harmless from and against any and all liabilities,

(d) Promptly, and in any event within five (5) days, after becoming aware of any violation of any law, statute, regulation, or ordinance of a governmental authority affecting the Assignor or any Affiliate thereof which could reasonably be expected to have a material adverse effect on the Intellectual Property Rights.

(e) Any change in the Assignor's name, state of incorporation or form of organization or trade names.

Each notice given under this Section 5.1 shall describe the subject matter thereof in reasonable detail, and shall set forth the action that the Assignor has taken or proposes to take with respect thereto.

5.2. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, upon consent of the Majority Holders, in addition to any rights and remedies under applicable law or otherwise, may:

(i) collect, receive, appropriate and realize upon all or any of the Intellectual Property Rights or any part thereof;

(ii) enter, with or without process of law and without breach of the peace, any premises where any of the Intellectual Property Rights or the books and records related thereto are or may be located, and, without charge or liability to the Administrative Agent or Assignees, seize and remove the Intellectual Property Rights (and copies of the Assignor's books and records in any way relating to the Intellectual Property Rights) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Intellectual Property Rights; or

(iii) sell or otherwise dispose of, including without limitation the granting of licenses, any Intellectual Property Rights at public or private sale for cash or credit.

(b) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, upon the consent of the Majority Holders, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code (or any successor statute) as adopted in the relevant state or states and any other applicable law upon default by a debtor. The Assignor recognizes that in the event the Assignor fails to perform, observe or discharge any of its obligations or liabilities under this Collateral Assignment, no remedy of law will provide adequate relief to the Assignees, and the Assignor agrees that the Administrative Agent, upon consent of the Majority Holders, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages or posting bond.

(c) Any notice required to be given by the Administrative Agent of a sale, lease, other disposition of any of the Intellectual Property Rights or any other intended action by the Administrative Agent, delivered by telex, facsimile transmission or overnight mail, postage prepaid and duly addressed to the Assignor at its address set forth beside its signature hereto, not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Assignor.

(d) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, upon consent of the Majority Holders, shall have the right at any time and from time to time thereafter, in its discretion, without notice thereof to the Assignor, to take control, in any manner, of any item of payment for or proceeds of any of the Intellectual Property Rights.

(e) The Administrative Agent, upon consent of the Majority Holders, may, if the Majority Holders deem it reasonable, postpone or adjourn any sale of Intellectual Property Rights of the Assignor, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale.

(f) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Rights shall be applied (after payment of any amounts payable to the Administrative Agent as reimbursement for the costs and expenses incurred by it in connection with the sale of any of the Intellectual Property Rights) by the Administrative Agent against all or any part of the Obligations in such order as the Administrative Agent, at the direction of the Majority Holders, shall elect, provided however, that any distribution shall be made to all Assignees in proportion to the then outstanding Obligations owed to each Assignee. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all the Obligations shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive such surplus and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation of the Assignor, for which the Assignor shall remain liable.

5.3. Waivers by Assignor. Except as otherwise provided for in this Collateral Assignment and to the extent permitted under applicable law, the Assignor waives (a) presentment, demand and protest and notice of presentment, dishonor, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Obligations and of any accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Administrative Agent or Assignees on which the Assignor may in any way be liable and hereby ratifies and confirms whatever the Administrative Agent or Assignees may do in this regard and (b) all rights to notice and a hearing prior to the Administrative Agent or Assignee taking possession or control of, or to the Administrative Agent's or Assignees' replevy, attachment or levy upon, any of the Intellectual Property Rights or any bond or security that might be required by any court prior to allowing the Administrative Agent or Assignee to exercise any remedies.

Administrative Agent shall not incur liability to any Person by reason of so refraining, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Assignees. Without limiting the foregoing, no Assignee shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder in accordance with the instructions of all of the Assignees (or, if this Collateral Assignment so requires, the instructions of the Majority Holders). The Administrative Agent shall be fully justified in failing or refusing to take any action hereunder unless it shall first be indemnified to its satisfaction by the Assignees pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

6.4. Successor Administrative Agent. The Majority Holders may remove the Administrative Agent or the Administrative Agent may resign at any time by giving written notice thereof to the Assignees and the Assignor. Upon any such removal or resignation, the Majority Holders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Holders and shall have accepted such appointment within thirty days after the retiring Administrative Agent's giving notice of resignation, then the retiring Administrative Agent may appoint a successor Administrative Agent. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder (other than obligations for which the retiring Administrative Agent may be held liable hereunder with respect to the action or inaction of such retiring Administrative Agent taken or occurring prior to the date of such retiring Administrative Agent's replacement). After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 6 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent hereunder.

6.5. Authority; Intellectual Property Rights.

(a) Authority to Take Action. Each Assignee authorizes the Administrative Agent to enter into this Collateral Assignment on its behalf and to take all action contemplated hereunder. Each Assignee agrees that no Assignee shall have the right individually to seek to realize upon the security granted hereunder, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent for the benefit of the Assignees under the terms hereof.

(b) Authority to Execute and Deliver. In the event that any Intellectual Property Rights are hereafter pledged by any Person as collateral security for the Obligations, the Administrative Agent is hereby authorized to execute and deliver on behalf of the Assignees any documents necessary or appropriate to grant and perfect a Lien on such Intellectual Property Rights in favor of the Administrative Agent on behalf of the Assignees.

(c) Authority to Release Liens. The Assignees hereby authorize the Administrative Agent, upon consent of the Majority Holders, to release any Lien granted to or held by the Administrative Agent upon any Intellectual Property Right. Upon request by the Administrative Agent at any time, the Assignees will confirm in writing the Administrative Agent's authority to release a particular Intellectual Property Right pursuant to this Section 6.5(c).

(d) No Obligation to Monitor Intellectual Property Rights. The Administrative Agent shall have no obligation whatsoever to the Assignees or to any other Person to assure that the Intellectual Property Rights exist or are owned by the Assignor or are cared for, protected or insured or that the Liens granted to the Administrative Agent hereunder have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Administrative Agent in this Collateral Assignment, it being understood and agreed that in respect of the Intellectual Property Rights, or any act, omission or event related thereto, the Administrative Agent may act in any manner it may deem appropriate, and that the Administrative Agent shall have no duty or liability whatsoever to the Assignees, except for its gross negligence or willful misconduct.

Section 7. MISCELLANEOUS

7.1. Waivers. No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.2. Severability. The provisions of this Collateral Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part as to the Assignor in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof as to the Assignor in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Collateral Assignment in any jurisdiction.

7.3. Modification. No modification, rescission, waiver, release, or amendment of any provision of this Collateral Assignment shall be made, except by a written agreement signed by the Assignor, the Administrative Agent and the Majority Holders, provided however, that in the event that such amendment or waiver has the effect of affecting the obligations and/or rights of a non-consenting Assignee in a manner disproportionate to the effect on the rights and/or obligations of the consenting Assignees, such amendment shall not be effective against such non-consenting Assignee.

7.4. Binding Effect; Benefits; Assignment. This Collateral Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the

Administrative Agent and its successors and assigns to the extent permitted hereunder. The Assignor may not assign its rights or obligations hereunder or its interest in any Intellectual Property Rights without the consent of the Administrative Agent and the Majority Holders.

7.5. Governing Law. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules which would make the laws of any other jurisdiction applicable to this Collateral Assignment.

7.6. Notices.

(a) Any notice, demand or communication hereunder shall be given in writing and mailed, sent via facsimile or delivered to each party at its address set forth beside its signature hereto, or, as to any party, at such other address as shall be designated by such party by a prior notice to the other parties in accordance with the terms of this Section 7.6.

(b) Each notice hereunder shall be effective (i) five (5) business days after such notice is mailed, by registered or certified mail, postage prepaid (return receipt requested), (ii) upon delivery by hand or (iii) in the case of any notice or communication by facsimile transmission, on the date when sent; provided, however, that notices to the Administrative Agent shall not be effective until actually received by it.

7.7. Headings. The Section titles and headings in this Collateral Assignment are and shall be without substantive meaning or context of any kind whatsoever and are for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed by their authorized officers on the day and year first above written.

Assignor:

3727 Buchanan Street
Suite 300
San Francisco, CA 94123

Facsimile: (415) 563-3301

Administrative Agent:


Facsimile:

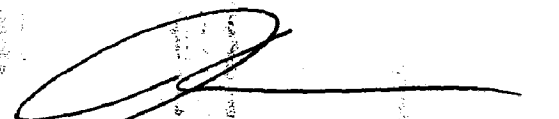
Assignees:

Facsimile:

Facsimile:

JOINT JUICE, INC., a California corporation

By: 
Name: _____
Title: _____


Kevin R. Stone, M.D.

LURIE INVESTMENT FUND, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[OTHER PARTIES]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT]

Exhibit A

Patents and Patent Applications

Exhibit B

Trademarks, Service marks, Registrations, Domain Names

US PATENT STATUS

<u>Docket No.</u>	<u>MWE No.</u>	<u>Ctry</u>	<u>Title</u>	<u>App No.</u>	<u>File Date</u>	<u>Pat No.</u>	<u>Grant Date</u>	<u>Status</u>
JJIL-0110	056328-0011	US	FOOD SUPPLEMENT CONTAINING A CARTILAGE SUPPLEMENT	09/338021	6/22/1999	6391864	5/21/2002	Granted
JJIL-0110CIP3	056328-0026	US	STONE, KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	10/189664	7/3/2002			Pending
JJIL-0110CP	056328-0015	US	STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	09/598634	6/21/2000	6432929B1	8/13/2002	Granted
JJIL-0110CP2	056328-0034	US	STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS WITH SUCRALOSE AND METHODS OF PREPARING THE SAME	10/186592	7/1/2002			Pending
JJIL-0110PR	056328-0012	US	STONE, KEVIN R. FOOD SUPPLEMENTS CONTAINING CARTILAGE SUPPLEMENTS AND CETYL MYRISTOLEATE	60/080985	4/7/1998			Completed
JJIL-0110PR2	056328-0013	US	STONE, KEVIN R. FOOD SUPPLEMENTS CONTAINING CARTILAGE, KONJAC FLOUR, STEVIA, AND CETYL MYRISTOLEATE SUPPLEMENTS	60/097038	8/19/1998			Completed

FOREIGN PATENT STATUS

<u>Docket No.</u>	<u>MWE No.</u>	<u>Ctry</u>	<u>Title</u>	<u>App No.</u>	<u>File Date</u>	<u>Pat No.</u>	<u>Grant Date</u>	<u>Status</u>
JJIL-0110AU	056328-0027	AU	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	71320/00	6/21/2000			Pending
JJIL-0110CA	056328-0028	CA	STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	2377627	6/21/2000			Pending

TRADEMARK

REEL: 002968 FRAME: 0328

<u>Docket Number</u>	<u>MWE Number</u>	<u>Status</u>	<u>Country</u>	<u>Trademark Name</u>	<u>AppNumber</u>	<u>Filed</u>	<u>RegNumber</u>	<u>RegDate</u>
JJIL-0110EP	056328-0029	EP		STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	009600108.9	6/21/2000		Published
JJIL-0110JP	056328-0030	JP		STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	2001-504383	6/21/2000		Pending
JJIL-0110MX	056328-0031	MX		STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	PAa200101330	6/21/2000		Pending
JJIL-0110PC	056328-0016	WO		STONE KEVIN R CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	PC/US00/40267	6/21/2000		Published

US Trademark Status

<u>Docket Number</u>	<u>MWE Number</u>	<u>Status</u>	<u>Country</u>	<u>Trademark Name</u>	<u>AppNumber</u>	<u>Filed</u>	<u>RegNumber</u>	<u>RegDate</u>
JJIL-0111	056328-0014	Registered	US	JOINT JUICE	757727560	6/14/1999	2625534	9/24/2002
JJIL-0111A	056328-0017	Published	US	JOINT JUICE	761125094	9/7/2000		

Foreign Trademark Status

<u>Docket Number</u>	<u>MWE Number</u>	<u>Status</u>	<u>Country</u>	<u>Trademark Name</u>	<u>AppNumber</u>	<u>Filed</u>	<u>RegNumber</u>	<u>RegDate</u>
JJIL-0111AAU	056328-0018	Registered	AU	JOINT JUICE	868553	3/8/2001	868553	10/24/2001
JJIL-0111ABR	056328-0019	Published	BR	JOINT JUICE	823684601	3/7/2001		
JJIL-0111ACA	056328-0020	Pending	CA	JOINT JUICE	1095205	3/7/2001		
JJIL-0111ACTM	056328-0021	Registered	EU	JOINT JUICE	002126134	3/7/2001	002126134	3/7/2001
JJIL-0111AJP	056328-0022	Registered	JP	JOINT JUICE	2001-24186	3/16/2001	4615603	10/25/2002
JJIL-0111AMX	056328-0023	Registered	MX	JOINT JUICE	474684	3/7/2001	729765	1/15/2002