

06-18-2004

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

RI



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

Tab settings

102769764

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

1. Name of conveying party(ies):

6-7-04

Nitas Ventures, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 04/30/2004

2. Name and address of receiving party(ies)

Name: Dr.'s Own, Inc.

Internal

Address:

Street Address: 261 N. Highway 101,

City: Solana Beach State: CA Zip: 92075

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, 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) See attached

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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

Name: Heidi L. Eisenhut

Internal Address: Gordon & Rees LLP

Street Address: 101 West Broadway, Suite 1600

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

501990

DO NOT USE THIS SPACE

9. Signature.

Heidi L. Eisenhut

Name of Person Signing

Heidi Eisenhut

Signature

6/4/04

Date

Total number of pages including cover sheet, attachments, and document: 11

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

06/17/2004 REGISTRATION 00000073 78228754

01 FC:8521 02 FC:8522

40.00 DP 400.00 DP



06-07-2004

U.S. Patent & TMOs/TM Mail Rpt Dt. #11

TRADEMARK REEL: 002992 FRAME: 0853

Assigned U.S. Trademarks from
Nitas Ventures, LLC to Dr.'s Own, Inc.

78/228,754
78/233,776
76/307,445
76/302,652
78/260,488
78/260,490

2,121,116
2,751,902
2,751,856
2,545,069
2,751,905
2,751,904
2,653,895
2,122,941
2,130,530
2,766,190
2,742,104

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of this 30th 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

ASSIGNMENT OF TRADEMARKS.D29.rtf

-1-

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

ASSIGNMENT OF TRADEMARKS.D29.rtf

-2-

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



ASSIGNMENT OF TRADEMARKS.D29.tif

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

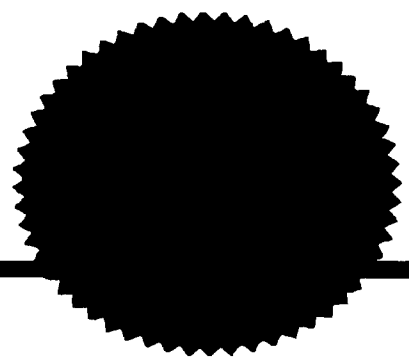
[Signature]
Witness

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 WALL and CLARE DUNN 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

ASSIGNMENT OF TRADEMARKS.D29.rtf



ASSIGNEE

DR.'S OWN, INC.

Dated: _____

Rosalinda W. Johnson, President

DR.'S OWN, INC.

Dated: 27 Apr 04



Richard M. Kipperman, Receiver

ASSIGNMENT OF TRADEMARKS.D29.tif

-5-

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	

111656.000001/451867.01

SCHEDULE "A"

DR.'S OWN, INC.						
FOREIGN TRADEMARKS						
February 19, 2004						
FILE NO.	MARK	COUNTRY	SERIAL NO. FILE DATE	CLASS	REG. NO. REG. DATE	
TF1CAN	GOOD FEET & DESIGN	CANADA	1146983 7/16/2002	10, 35		
TF2CAN	THE GOOD FEET STORE & DESIGN	CANADA	1134079 3/13/02	35		
TF1CTM	GOOD FEET & DESIGN	CTM	2614469 3/13/02	10, 35	2614469 11/20/2003	
TF2CTM	THE GOOD FEET STORE & DESIGN	CTM	2616464 3/13/02	35		
TF1HK	GOOD FEET & DESIGN	Hong Kong	1959/2003 2/8/03	35		
TF2HK	THE GOOD FEET STORE & DESIGN	Hong Kong	1960/2003 2/8/03	35		
TF1ISR	GOOD FEET & DESIGN	ISRAEL	155862/Class 10) 3/13/02 155863/(Class 35) 3/13/02	10, 35		
TF2ISR	THE GOOD FEET STORE & DESIGN	ISRAEL	155864 3/13/02	35		
TF1JPN	GOOD FEET & DESIGN	JAPAN	019709/2002 3/13/02	10		
TF1JPN1	GOOD FEET & DESIGN	JAPAN	019710/2002 3/13/02	35	4678110 5/30/2003	

111656.000001/451899.01

DR.'S OWN, INC.
FOREIGN TRADEMARKS
February 19, 2004

FILE NO.	MARK	COUNTRY	SERIAL NO. FILE DATE	CLASS	REG. NO. REG. DATE
TF2JPN	THE GOOD FEET STORE & DESIGN	JAPAN	018711/2002 3/13/02	35	467811 5/30/03
TF1KOR	GOOD FEET & DESIGN	KOREA	2003-3082 8/22/03	10, 35	
TF2KOR	THE GOOD FEET STORE & DESIGN	KOREA	2003-17959 8/22/2003	35	
TF3KOR	3 SQUARE LOGO	KOREA	2003-53983 12/5/03	10	
TF3KO1	3 SQUARE LOGO	KOREA	Filed 9/23/03	35	
TF1MEX	GOOD FEET & DESIGN	MEXICO	540085 3/20/02	10	787109 4/16/2003
TF1MEX1	GOOD FEET & DESIGN	MEXICO	Not available yet	35	
TF2MEX	THE GOOD FEET STORE & DESIGN	MEXICO	539191 3/14/02	35	
TF1TAW	GOOD FEET & DESIGN	TAIWAN	092007353 2/7/2003	35	
TF2TAW	THE GOOD FEET STORE & DESIGN	TAIWAN	092007354 2/7/2003	35	
TF1PRC	GOOD FEET & DESIGN	People's Republic of China	3554194 5/13/2003	35	
TF2PRC	THE GOOD FEET STORE & DESIGN	People's Republic of China	3554195 5/13/2003	35	

111656.000001/451899.01