

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornerstone Nutritional Labs, L.C.		12/21/2004	limited company: UTAH
RECEIVING PARTY DATA			
Name:	CornerStone Research & Development, Inc.		
Street Address:	240 South 200 West		
Internal Address:	Suite 200		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	limited company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2840533	CORNERSTONE NUTRITIONAL LABS	
Serial Number:	78358776	COCOGEN	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2129096000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Judith L. Church, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Judith L. Church, Esq.		
Signature:	/Judith L. Church/		

CH \$65.00 2840533

Date:

12/30/2004

Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of December 21, 2004 by Cornerstone Nutritional Labs, L.C., a Utah limited liability company, having a principal place of business at 240 South 200 West, Suite 200, P.O. Box 617, Farmington, UT 84025 ("Assignor") to CornerStone Research & Development, Inc. a Delaware corporation, having a principal place of business at 240 South 200 West, Suite 200, Farmington, UT 84025 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Asset Purchase Agreement, dated as of December 21, 2004 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and accept all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, convey, transfer, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Encumbrances and other obligations excepting only Assumed Liabilities and Encumbrances listed on Schedule 3.4 of the Agreement; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor shall promptly execute, acknowledge and deliver any other assurances or documents reasonably requested by Assignee and necessary for Assignor to satisfy its obligations hereunder.


All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

CORNERSTONE NUTRITIONAL LABS, L.C.

By: 
Name:
Title:

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS:
COUNTY OF SALT LAKE)

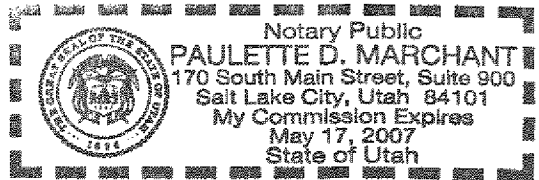
The foregoing instrument was acknowledged before me this 21st day of December, 2004
by Bradford J. Branson

Paulette D. Marchant
(Signature of Person Taking Acknowledgment)

Title: Notary Public

Residing at: Quint Heights, Utah

My commission expires:



SCHEDULE I

1. Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Cornerstone Nutritional Labs	2,840,533	May 11, 2004

2. Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Cocogen	78/358,776	January 28, 2004