

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.D. Labs, Inc.		05/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	M.D. Labs Acquisition, L.L.C.
Also Known As:	M.D. Labs Acquisition Company, L.L.C.
Street Address:	3925 E. Watkins
Internal Address:	Suite 200
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85034
Entity Type:	Limited Liability Company: ARIZONA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78345592	SHAKE N DRINK
Serial Number:	78348783	WELLEMENTS
Serial Number:	75627040	THERMIC CAPS
Serial Number:	78345591	LIQUID STUFF
Registration Number:	2237537	PRO BLEND
Registration Number:	2123201	M.D. LABS
Registration Number:	1883803	DAILY DETOX
Registration Number:	2833342	SPLURGE
Registration Number:	2046433	DAILY HERBAL
Registration Number:	1900304	DAILY KLEAN
Registration Number:	2525276	FIBER-PSYLL
Registration Number:	2187273	HUMAN DEVELOPMENT TECHNOLOGIES

CH \$540.00 78345592

Registration Number:	2187301	HUMAN DEVELOPMENT TECHNOLOGIES
Registration Number:	2635475	SOLID GAINS
Registration Number:	2889359	PRO-RATED
Registration Number:	2414585	THERMIC BLAST
Registration Number:	2283214	MRP 44
Registration Number:	2264873	19-NORAN
Registration Number:	1883802	NATURALLY KLEAN
Registration Number:	2775428	NATURALLY KLEAN
Registration Number:	2029277	CITRIUM

CORRESPONDENCE DATA

Fax Number: (602)916-5651

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 602-916-5451

Email: ssmith@fclaw.com

Correspondent Name: Stacie K. Smith, Esq.

Address Line 1: 3003 N. Central Ave.

Address Line 2: Suite 2600

Address Line 4: Phoenix, ARIZONA 85012

NAME OF SUBMITTER:	Stacie K. Smith
Signature:	/Stacie K Smith/
Date:	12/30/2004

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

M.D. LABS, INC., BELNIK INVESTMENTS, LTD. and MDLA, INC. (severally and collectively, "Assignor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assign, transfer, set over and deliver unto M.D. LABS ACQUISITION, L.L.C. ("Assignee"), all of Assignor's right, title and interest in and to the Purchased Assets, including without limitation the following property, except to the extent that the Purchased Assets and the following described property relate solely to the Detox Business, and excluding entirely any Excluded Assets (the "Assigned Property"):

- (a) all Assigned Contracts;
- (b) all assignable licenses, permits, authorizations, and other approvals included within or related to the Purchased Assets;
- (c) all assignable warranties included within or related to the Purchased Assets;
- (d) all assignable intellectual property rights, including, without limitation, rights to any patents, copyrights and trademarks, both registered and unregistered, and all sales brochures and other marketing assets, included within or related to the Purchased Assets;
- (e) all assignable choses in action, causes of action, claims and rights of recovery or setoff of every kind or character that are included within or related to the Purchased Assets; and
- (f) all other assignable general intangibles and intangible rights included within or related to the Purchased Assets.


Assignee hereby agrees to assume, perform, pay, fulfill and comply with (a) all covenants and obligations that are to be paid, performed and complied with from and after the Closing with respect to all of the Assigned Property, and (b) all Assumed Liabilities.

Capitalized terms not defined herein shall have the meanings ascribed to those terms in that Asset Purchase Agreement of even date herewith, between M.D. Labs, Inc. and Assignee (the "Agreement").


This Assignment and Assumption Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

DATED as of May 30, 2003.

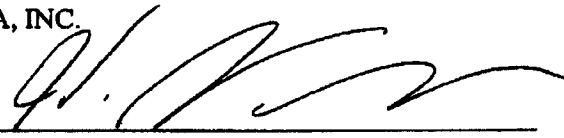
M.D. LABS, INC.

By: 
Hooman Nikzad, Chief Executive Officer
"ASSIGNOR"

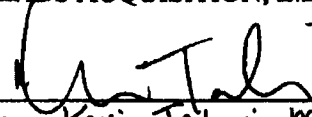
BELNIK INVESTMENTS, LTD.

By: 
Hooman Nikzad, Chief Executive Officer
"ASSIGNOR"

MDLA, INC.

By: 
Hooman Nikzad, Chief Executive Officer
"ASSIGNOR"

M.D. LABS ACQUISITION, L.L.C.

By: 
Its: Kevin Taheri, Manager
"ASSIGNEE"

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