

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
Evince International, L.L.C.		12/21/2004	limited liability company: UTAH
RECEIVING PARTY DATA			
Name:	Cornerstone Nutritional Labs, L.C.		
Street Address:	240 South 200 West		
Internal Address:	Suite 200		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	limited company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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		
Signature:	/Judith L. Church, Esq./		
Date:	12/30/2004		

CH \$40.00 78358776

Total Attachments: 4

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of December 21, 2004 by Evince International, L.L.C., a Utah limited liability company, having a principal place of business at 240 South 200 West, Farmington, Utah 84025 ("Assignor") to Cornerstone Nutritional Labs, L.C., a Utah limited company, having a principal place of business at 240 South 200 West, Farmington, Utah 84025 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the mark 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 (the "Assigned Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Assigned Mark;

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 transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Mark, 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 liens or encumbrances of any kind; 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 Mark, 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 date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

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 Utah, without giving effect to the conflict of laws rules thereof.

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

EVINCE INTERNATIONAL, L.L.C.

By: 
Name: Bradford J. Brewer
Title: Manager

ACKNOWLEDGMENT

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

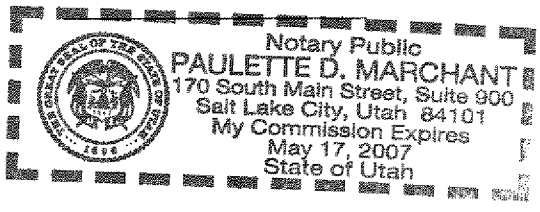
The foregoing instrument was acknowledged before me this 21st day of December, 2004
by Bradford J. Brewer.

Paulette D. Marchant
(Signature of Person Taking Acknowledgment)
Title: Notary Public

My commission expires:

Residing at:

Deer Heights, Utah



SCHEDULE I

1. Trademark Applications

<u>Trademark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
COCOGEN	78/358,776	01/28/2004