

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jeunomed International Corporation		02/14/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ms. Jacqueline Baxas		
<b>Street Address:</b>	P.O. Box 1347		
<b>City:</b>	Key Biscayne		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33149		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76502632	X-PLAQUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(904)470-4102		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	904-470-4110		
<b>Email:</b>	cmeide@meidelaw.com		
<b>Correspondent Name:</b>	Cheryl Meide, Esquire		
<b>Address Line 1:</b>	6622 Southpoint Drive South		
<b>Address Line 2:</b>	Suite 150		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32216		
<b>NAME OF SUBMITTER:</b>	Cheryl Meide, Esquire		
<b>Signature:</b>	/cheryl meide/		
<b>Date:</b>	02/17/2005		

OP \$40.00 76502632

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between JEUNOMED INTERNATIONAL CORPORATION ("Applicant"), a Florida Corporation having offices located at 30 West Mashta Drive, Suite 200, Key Biscayne, Florida 33149 and JACQUELINE BAXAS, an individual having a social security number of \_\_\_\_\_ and having an address of P.O. Box 1347, Key Biscayne, Florida 33149 ("BAXAS")

WHEREAS Applicant owns U.S. Trademark Application Serial Number 76/502,632, filed April 1, 2003 for X-PLAQUE, which trademark application is for registration in the Principal Register of the U. S. Patent and Trademark Office based on an Intent to Use in Commerce - Lanham Act §1(b), 15 U.S.C. §1051(b); and

WHEREAS Applicant has a bona fide intent to use the Trademark (as defined hereinafter); and

WHEREAS BAXAS is the successor to Applicant's business to which the Trademark pertains; and

WHEREAS, BAXAS desires to acquire all rights, title, and interest in and to the Trademark and such Trademark application and the goodwill associated therewith; and

WHEREAS, Applicant desires, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, to assign to BAXAS, as of the Effective Date, all right, title and interest in such Trademark and Trademark application, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the covenants set forth below, Applicant and BAXAS hereby agree as follows:

**Section 1.01 - Recitals:** The above identification of parties and recitals is true and correct.

**Section 1.02 - Definitions:** The following definitions apply:

- (1) **Effective Date:** The term "Effective Date" means the first date both Applicant and BAXAS sign this Agreement, whichever is the latest.

(2) **Certificates of Registration:** The term "Certificates of Registration" means those certain Certificates of Trademark Registration issued by the PTO or foreign trademark offices for the Trademark stated herein.

(3) **PTO:** The term "PTO" means the United States Patent and Trademark Office.

(4) **Trademark:** The term "Trademark" means the mark "X-PLAQUE," for "nutritional supplements derived from soy and adapted for medicinal use, containing lecithins, namely phosphatidyl-choline, and administered intravenously", which was filed with the PTO on April 1, 2003 and has been assigned serial number 76/502,632, including all spellings, formatives, phonetic variations, and stylized versions of the same.

**Section 2.01 - Assignment:** Applicant and BAXAS hereby acknowledge that BAXAS is the successor to Applicant's business to which the Trademark pertains and such business is ongoing and existing. Applicant hereby assigns, transfers, and conveys to BAXAS any and all rights, title and interests Applicant may have or accrue in connection with the Trademark, including without limitation Trademark Application Number 76/502,632 for the mark X-PLAQUE, together with the good will connected with the use of and symbolized by said Trademark. All said rights are to be held and enjoyed by BAXAS for her own use and enjoyment and for the use and enjoyment of her successors and assigns to the full end of the term for which said Trademark, Trademark application, and any resultant Trademark registration has been granted.

**Section 2.02 - Deed of Assignment:** Applicant shall record in the Assignment Branch of the PTO this executed Trademark Assignment.

**Section 2.03 - Issuance:** Applicant hereby authorizes and requests the PTO to issue all Certificates of Registration concerning the Trademark to BAXAS, giving BAXAS all rights, title and interests in and to the Trademark. Applicant hereby authorizes and requests that any officials of foreign countries whose duty it is to issue Certificates of Registration, to issue all Certificates of Registration respecting the Trademark to BAXAS, as the owner of all rights, title and interests in and to the Trademark.

**Section 2.04 - Warranty of Title:** Applicant represents and warrants that Applicant has full right to convey the

rights, title and interests herein assigned, that Applicant has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given.

**Section 2.05 - Cooperation:** As requested by BAXAS, Applicant shall provide assistance, cooperation, and information reasonably necessary for BAXAS to secure, protect, register and enforce the rights BAXAS may have or accrue in connection with the Trademark, including without limitation, preparing, completing, prosecuting, maintaining, reserving, enforcing and/or defending the Application and/or any Certificates of Registration respecting the Trademark. Such assistance and cooperation shall include, without limitation, making all rightful oaths regarding the Trademark and executing and delivering any written instruments respecting the Trademark, including but not limited to affidavits as requested by BAXAS.

**Section 3.01 - Governing Law:** This Agreement shall be governed by the laws of the State of Florida and venue shall be Duval County, Jacksonville, Florida.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

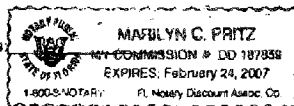
JEUNOMEX INTERNATIONAL CORPORATION  
30 West Mastia Drive, Suite 200  
Key Biscayne Florida 33149

By: [Signature]  
Jacqueline Baxas, President  
Date: 2/14/05

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 14 day of FEB, 2005, personally appeared Jacqueline Baxas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public  
My Commission Expires:



JACQUELINE BAXAS  
P.O. BOX 1347  
Key Biscayne, Florida 33149

[Signature]  
Date: 2/14/05  
STATE OF Florida  
COUNTY OF Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 14 day of FEB, 2005, personally appeared Jacqueline Baxas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public  
My Commission Expires:

