

08-30-2004



Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/20)

102824656

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

825.04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

PERKINS MANAGEMENT, INC - CORP  
BRIAN PESKIN - INDIVIDUAL  
MAY 24, 2002 FOR BOTH

- Individual(s)                       Association
- General Partnership               Limited Partnership

Corporation-State

Other \_\_\_\_\_

Citizenship (see guidelines) USA - TEXAS

Execution Date(s) 5/24/2002

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: B&S SAIN ENTERPRISES, INC

Internal

Address: \_\_\_\_\_

Street Address: 2626 S. LOOP WEST - #260

City: HOUSTON

State: TEXAS

Country: USA Zip: 77054

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship USA - DELAWARE

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

RADIANT HEALTH - 75653535

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: B&S SAIN ENTERPRISES, INC

Internal Address: C/O STEPHEN PESKIN

Street Address: 2626 S. LOOP WEST - #260

City: HOUSTON

State: TEXAS Zip: 77054

Phone Number: 832-715-6096

Fax Number: 713-432-9997

Email Address: SPESKIN@BESTOFHEALTHAMERICA.COM

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*[Handwritten Signature]*

Signature

8/27/04

Date

STEPHEN PESKIN

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003039 FRAME: 0326

08/27/2004 REGISTRATION 00000040 75653535  
49:00 DB  
02 08:0502

**B&S Sain Enterprises, Inc.**  
**2626 South Loop West, Suite #260**  
**Houston, Texas 77054**  
**(713) 218-0100**  
**(832) 715-6096 (cell)**  
**(713) 432-9997 (fax)**

**TRADEMARK ASSIGNMENT**  
**PTO-1594**

**Item 4 continuation:**

**Basic Essence: 75115419**

**Mineral Essence: 75919384**

**Herbal Essence: 75683538**

**TRADEMARK**

**REEL: 003039 FRAME: 0327**

# CONFIDENTIAL

## GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

THIS GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT ("Assignment") is made effective as of the 24th day of May 2002, (the "Effective Date") by and between **PERKINS MANAGEMENT, INC.**, a Texas corporation (referred to herein as "Assignor"), and **B&S SAIN ENTERPRISES, INC.**, a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the 24<sup>th</sup> day of May 2002 (the "Purchase Agreement") providing, among other things, for the sale by Assignor and the purchase by Assignee of the Assets (as defined therein) from Assignor; and

**COPY**

WHEREAS, in order to effectuate the sale and purchase of the Assets as aforesaid, Assignor is executing and delivering this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ***Conveyance of Assets.*** Assignor hereby BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS and DELIVERS unto Assignee and its successors and assigns, forever, all of the following described assets, rights and properties:

(a) **Marks and Mark Rights.** All right, title and interest in and to any and all patents, trademarks, tradenames, trade dress, service marks, technology, know-how, data, copyrights, licenses, slogans and other intellectual property identified on Exhibit "A" attached hereto and incorporated by reference herein, including logos, covenants by others not to compete, all rights and privileges related thereto and the right to recover for infringement thereon (the "Marks").

(b) **Product Rights.** The rights to manufacture, market, sell, and distribute the products identified on Exhibit "B" attached hereto and incorporated by reference herein (the "Products").

(c) **Customer Information.** All of Assignor's all records, customers' lists (the "Customers"), correspondence, files, and any and all books, records, papers, files, memoranda and other documents of whatever nature and wherever located that relate to the Customers or which are required or necessary in order for Assignee to utilize the Assets.

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(d) Confidential Information. All of Assignor's confidential technical information for the manufacture, marketing, sale and use of Products, as defined in subparagraph (b), above.

(e) Telephone Number. All of Assignor's right to the telephone number 888-432-0001.

(f) Personal Property. All of Assignor's right, title and interest in the furniture, fixtures and equipment more particularly described on Exhibit "C" attached hereto and incorporated by reference herein (the "Personal Property").

(g) Inventory. All of Assignor's right, title and interest in the inventory listed on Exhibit "C" attached hereto and incorporated by reference herein (the "Inventory").

2. Excluded Assets. It is specifically understood and agreed that this Assignment and the term "Assets" as used herein do not cover or include any assets other than those conveyed hereunder, such as cash on hand and any and all deposits or accounts, whether general or special, time or demand, provisional or final, including without limitation all cash or funds in checking or savings accounts or certificates of deposit of Assignor; cash equivalents; investment securities; federal income tax refunds; corporate seals, books and records relating solely to corporate governance; and any notes receivable or accounts receivable of Assignor (hereinafter collectively referred to as the "Excluded Assets"). It is further understood that this Assignment is made concurrently with the execution of that certain Non-Exclusive License Agreement by and between Assignee and Assignor which grants Assignor nonexclusive rights to utilize the Marks and to sell Products within the State of Texas.

3. Defined Terms. All capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Agreement.

4. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

5. Further Assurances. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment.

6. Exhibits. Reference is made to the following Exhibits, which are attached hereto and incorporated herein by reference and made a part hereof for all purposes:

Exhibit "A" - Marks

Exhibit "B" - Products

Exhibit "C" - Personal Property and Inventory

7. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas.


8. Successors and Assigns. This Assignment shall bind Assignor, its successors, assigns and legal representatives and shall inure to the benefit of Assignee, its successors, assigns and legal representatives.

9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment are inserted herein for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

EXECUTED this 24th day of May 2002.

**ASSIGNOR:**

PERKINS MANAGEMENT, INC.

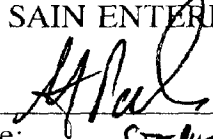
By: 

Name: BRIAN PESKIN

Title: PRESIDENT

**ASSIGNEE:**

B&S SAIN ENTERPRISES, INC.

By: 

Name: STEPHEN PESKIN

Title: PRESIDENT

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EXHIBIT "A"

MARKS

The following trade names and such other trademarks and/or certification marks as may be developed relating to the Products together with any and all applications therefor or registrations thereof:

1. Mineral Essence™

U.S. Department of Commerce, Patent and Trademark Office  
Serial No. 75/919384

- ~~2. The Foundation of Radiant Health™~~

*DONT WANT TO REGISTER*

~~U.S. Department of Commerce, Patent and Trademark Office  
Serial No. 75/686901~~

3. Radiant Health®

U.S. Department of Commerce, Patent and Trademark Office  
Serial No. 75/683535

4. Basic Essence®

U.S. Department of Commerce, Patent and Trademark Office  
Serial No. 75/115419

5. Herbal Essence - ™

U.S. Department of Commerce, Patent and Trademark Office  
Serial No. 75/683538

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