

**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>
Agrigenic Food Corporation		05/16/2005	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Mr Robert G Kavanaugh
<b>Doing Business As:</b>	DBA Agrigenic Food Company
<b>Street Address:</b>	5152 Bolsa Avenue STE 101
<b>City:</b>	Huntington Beach
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92649-1047
<b>Entity Type:</b>	INDIVIDUAL:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2935223	MET/CAT
Registration Number:	2935222	GP/CAT
Registration Number:	2933330	SOD/CAT
Registration Number:	2933331	ANTI STRESS ENZYMES
Registration Number:	2933328	JET STRESS
Serial Number:	78386195	AGELESS BEAUTY
Serial Number:	78399785	ISOSPROUTPLEX
Serial Number:	78386378	BIOTEC FOODS
Serial Number:	78386361	BI BIOVET INTERNATIONAL DISMUTASE
Serial Number:	78386364	BIO VET INTERNATIONAL ANTIOXIDANT PET WAFER
Serial Number:	78399792	BIOVET INTERNATIONAL CANINE SUPPORT
Serial Number:	78399793	BIOVET INTERNATIONAL FELINE SUPPORT
Serial Number:	78402800	BIOVET INTERNATIONAL

OP \$740.00 2935223

Serial Number:	78386001	CELL GUARD
Serial Number:	78386276	JET STRESS
Serial Number:	78386389	BIOGESTIN
Serial Number:	78386392	PACIFIC SEA PLASMA
Serial Number:	78391126	FIBERZYME
Serial Number:	78398296	EXTRA ENERGY ENZYMES
Serial Number:	78399771	RUNNER'S EDGE
Serial Number:	78399787	SOYGUARD
Serial Number:	78453663	PERFECT FIBER PLUS
Serial Number:	78496637	SYNOVALEX
Serial Number:	78386381	AOX/PLX
Serial Number:	78386384	SOD/CAT
Serial Number:	78399775	GP/CAT
Serial Number:	78399781	MET/CAT
Serial Number:	78423527	BIOMED FOODS
Serial Number:	78386385	ANTI STRESS ENZYMES

#### CORRESPONDENCE DATA

Fax Number: (714)899-0078

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

Phone: 714-899-3477

Email: robert\_kavanaugh@hotmail.com

Correspondent Name: Robert G. Kavanaugh

Address Line 1: 5152 Bolsa Avenue STE 101

Address Line 4: Huntington Beach, CALIFORNIA 92649-1047

NAME OF SUBMITTER:	Robert G. Kavanaugh
Signature:	/Robert G. Kavanaugh/
Date:	05/16/2005

#### Total Attachments: 9

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## ASSIGNMENT AGREEMENT

### ASSIGNMENT OF GOODWILL, TRADEMARKS AND CERTAIN OTHER RIGHTS

An assignment of all interest held in certain intangible property, goodwill, and trademarks, in addition to any and all past, current and future rights to recover damages, from infringements against same, is made on this 16<sup>th</sup> day of May 2005, and pursuant to this agreement (the "Assignment Agreement"), by and between Agrigenic Food Corporation, a Nevada Corporation ("Agrigenic" or "Assignor"), Arise Direct Marketing, Inc., a Nevada corporation ("Arise"), and Robert G. Kavanaugh, individually, and doing business as Agrigenic Food Company ("Kavanaugh" or "Assignee"). (Collectively "the parties".)

For valuable consideration, Robert G. Kavanaugh d/b/a/ Agrigenic Food Company does hereby acquire all interest in the assets and goodwill of Agrigenic Food Corporation, a Nevada Corporation, including but not limited to all interest in all trademarks listed in table one below, both registered and at common law. This agreement is an assignment of tangible and intangible assets including goodwill and trademarks (the "Assignment") including any and all goodwill and trademarks previously assigned to on or about August 5th, 1997, to Agrigenic Food Corporation by purchase at execution sale, and which were previously the assets of Biotec Foods-Hawaii, Ltd., including the goodwill and associated trademarks used in interstate commerce.

Agrigenic Food Corporation, a Nevada Corporation and Arise Direct Marketing, Inc., a Nevada Corporation hereby assign all past, current and future interest in, or recovery of any damages from, or any other form of judicial award arising out of any other event or transaction occurring on or before May 15<sup>th</sup>, 2005, and alleged or adjudicated to be a result of tortuous or unlawful conduct of any third-party individual, corporation or other legal enterprise, which would otherwise have accrued to Agrigenic Food Corporation, a Nevada Corporation, or Arise Direct Marketing, Inc., a Nevada Corporation, and assigns same to Agrigenic Food Company, a sole proprietorship, the surviving company of the Assignment.

### DISCLAIMER FOR ERRONEOUS ASSIGNMENTS

On December 29th, 2004, Agrigenic Food Corporation, a Nevada Corporation, filed a lawsuit in the United States District Court for the Central District of California which, *inter alia*, states a claim for unfair competition and trademark infringement and seeks damages against the named and unnamed defendants, William J. Fahey, Mary Jean Fahey, Joshua Owen Fahey, Kevin J. Thomas, Vitarich Laboratories, Inc., Vitarich Farms, Inc., Biotrac Laboratories, Inc., Biotech Analytical Laboratories, Inc., and DOES 1 – 10. To date, the defendants deny infringing on the trademarks or unfairly competing and/or contend that the trademarks are not valid or alternatively, are owned by defendants. Agrigenic asserts that the defendants' claims are wholly without merit. However, if this assignment is determined to materially affect the chain-of-title resulting from prior conveyances to the assignor which currently affect the assignee's claim to the

assignors' rights as the successor-in-interest to the assigned goodwill, intangible assets and trademarks conveyed herein by this assignment, then the Assignment Agreement shall immediately become null and void, and the assignor and assignee are to be restored to their respective positions as immediately before the execution of this Assignment Agreement without more. This provision of the agreement is effective for two years after the date this agreement is entered into, but shall not extend to the any successor-in-interest or assignee of the current assignee herein.

#### DEFINITIONS

A trademark is a word, a name, a symbol, a device, or a combination of them that indicates the source of goods. Agrigenic Food Company is the owner of the trademarks assigned herein and has the right to exclude others from using those trademarks, as the person acquiring the right to exclude others from using a trademark by being the successor-in-interest to the first to use it in the marketplace without abandonment. Agrigenic Food Company's rights in trademarks are obtained only through commercial use of the mark. The owner of a trademark has the right to exclude others unless the trademark has been abandoned.

#### ASSIGNMENT OF TRADEMARK INTERESTS

Agrigenic Food Corporation, (hereinafter "the assignor") of the trademark(s) hereby transfers, gives, and/or sells to Agrigenic Food Company, (hereinafter "the assignee") the assignor's interest in the trademarks as listed in table one below. The assignor has provided the assignee with sufficient evidence to establish that the assignee has the right to exclude others from using the trademarks based upon the assignors' and the assignors' predecessors-in-interests' continuous use in interstate commerce without abandonment. This written assignment is to be enforceable as to the goodwill of the business and those interests as represented by the trademarks, in accordance with state, federal and common law provisions regarding assignments of goodwill and trademarks as inseparable intangible assets.

Agrigenic Food Company, as owner of the trademarks, may also enter into an agreement that permits Agrigenic Food Corporation, or another person to use the trademark. Such a license may be entered into at will and without further disclosure in this agreement.

Agrigenic Food Company, as owner of the trademarks or Agrigenic Food Corporation, or another third-party, as licensee, may enforce the right to exclude others in an action for infringement or insert applicable form of unfair competition from 15 U.S.C. § 1125(a).

#### ASSIGNMENT OF TRADEMARK REGISTRATIONS

The assignor is the owner of certain registered marks and has obtained the right to exclude others from using the trademarks. The owner has obtained a certificate of registration issued by the United States Patent and Trademark Office. When the assignee as owner brings an action for infringement, the assignee owner may rely on the assignors'

registration certificate to prove that the owner has the right to exclude others from using the trademark in connection with the type of goods specified in the certificate, in the same manner as, and until such time as the registration certificate is updated to reflect the assignment and change in ownership.

#### ORGANIZATION, QUALIFICATIONS AND CORPORATE POWER.

- (a) Agrigenic Food Corporation and Arise Direct Marketing, Inc. are corporations duly incorporated, validly existing and in good standing under the laws of the State of Nevada. Arise Direct Marketing, Inc. is a company duly qualified as a foreign corporation in each other jurisdiction in which qualification is required. Each corporation has the corporate power and authority to own and hold its properties and to conduct its businesses as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement and all other agreements and instruments related hereto or contemplated hereby to which the Assignor is a signatory.
- (b) Agrigenic Food Company is a fictitious business name for Robert G. Kavanaugh, an individual, and is duly qualified to do business as a sole proprietorship in the County of Orange, California.
- (c) ARISE DIRECT MARKETING, INC. is a C corporation pursuant to applicable provisions of the Code.
- (d) AGRIGENIC FOOD CORPORATION. is an S corporation pursuant to applicable provisions of the Code.

#### ABSENCE OF CHANGES.

Except as disclosed herein, the parties herein have not:

- (a) Transferred, assigned, conveyed or liquidated any of its assets or entered into any transaction or incurred any liability or obligation which affects the assets or the conduct of its business, other than in the ordinary course of business;
- (b) Incurred any change that is materially adverse to the business, operations, or financial condition of the Assignor, taken as a whole, or become aware of any event which may result in any such material adverse change;
- (c) Suffered any material destruction, damage or loss relating to its assets or the conduct of its business whether or not covered by insurance;
- (d) Suffered, permitted or incurred other than in the ordinary course of business the imposition of any lien, charge, encumbrance (which as used herein includes, without limitation, any mortgage, deed of trust, conveyance to secure debt or security interest) whether or not contingent in nature, or claim upon any of its assets, except for any current year lien with respect to personal or real property taxes not yet due and payable;
- (e) Committed, suffered, permitted or incurred any default in any liability or obligation of the Assignor;
- (f) Made or agreed to any change in the terms of any contract or instrument to which it is a party;

- (g) Knowingly waived, canceled, sold or otherwise disposed of, other than in the ordinary course of business, for less than the face amount thereof, any claim or right relating to its assets or the conduct of its business, which it has against others;
- (h) Declared, promised or made any distribution from its assets or other payment from the assets to its shareholders (other than reasonable compensation for services actually rendered) or issued any additional shares or rights, options or calls with respect to its shares of capital stock, or redeemed, purchased or otherwise acquired any of its shares, or made any change whatsoever in its capital
- (i) Paid, agreed to pay or incurred any obligation for any payment for, any contribution or other amount to, or with respect to, any employee benefit plan, or paid or agreed to pay any bonus or salary increase to its executive officers or directors, or made any increase in the pension, retirement or other benefits of its directors or executive officers other than in the ordinary course of business;
- (j) Committed, suffered, permitted, incurred or entered into any transaction or event other than in the normal course of business which would increase its liability for any prior taxable year;
- (k) Incurred any other liability or obligation or entered into any transaction other than in the ordinary course of business; or
- (l) Received any notices of, or has reason to believe, that any of its customers or clients have taken or contemplate any steps which could disrupt its business relationship with said customer or client or could result in the diminution in the value of the business of the parties as a going concern except for as asserted in the moving papers in the United States District Court action.

#### COMPLIANCE WITH LAWS, TAXES AND REGULATIONS

The parties have paid all taxes due, assessed and owed by each as reflected on each parties (consolidated) tax returns and has timely filed all federal, state, local and other tax returns which were required to be filed and which were due prior to the Closing Date, except for those tax returns which have been extended by application.. All federal, state, local, and other taxes of the Assignor accruable since the filing of any returns have been properly accrued or filed. No federal income tax returns for the parties have ever been audited by the Internal Revenue Service or any state or local taxing authority.

No other proceedings or other actions which are still pending or open have been taken for the assessment or collection of additional taxes of any kind from the parties for any period for which returns have been filed, and to the best of each of the parties' knowledge, no other examination by the Internal Revenue Service or any other taxing authority affecting the parties is now pending or threatened.

Governmental Approvals. No registration or filing with, or consent or approval of, or other action by, any federal, state or other governmental agency or instrumentality is or will be necessary for the valid execution, delivery and performance of this Agreement by the parties.

Compliance with Law. No default has occurred or exists in performance of any obligation, covenant or condition contained in any note, debenture, mortgage or other contract or agreement of any nature or kind to which the assignor or Kavanaugh is a party, nor has any default occurred, nor does any default exist, with respect to any order, writ, injunction or decree of any court, governmental authority or arbitration board or tribunal to which the Assignor or Kavanaugh is a party. The Assignor and Kavanaugh know of no violation of any law, ordinance, governmental rule or regulation to which the Assignor or Kavanaugh is subject, nor has the Assignor or Kavanaugh failed to obtain any licenses, permits, franchises or other governmental authorizations necessary for the ownership of their properties, or to the conduct of their business, or for the legal sale of their products. The Assignor has conducted and will conduct its businesses and operations in substantial compliance with all federal, state, county and municipal laws, statutes, ordinances and regulations, including without limitation the rules, regulations and requirements of (i) the Federal Trade Commission (including all such rules, regulations and requirements relating to truth in advertising), (ii) the U.S. Food and Drug Administration, (iii) the U.S. Department of Agriculture, and (iv) the U.S. Occupational Safety and Health Administration.

#### CONSIDERATION

Kavanaugh to Agrigenic Food Corporation: Under the Assignment Agreement, the total consideration to be paid to Agrigenic by Kavanaugh (the "Assignment Consideration") is an amount equal to the sum of all outstanding indebtedness including any interest thereon owed to Kavanaugh by Agrigenic including, wages, salaries, tips, bonuses, as well as all indebtedness of Agrigenic to Kavanaugh for loans made to date, offset against the principle and interest of a promissory note to be issued May 16, 2005, by Kavanaugh, payable to Agrigenic Food Corporation, for the sum of \$5 million dollars. Said note less the aforementioned offset shall bear interest at LIBOR plus 1% per annum and shall due and payable in installments or in total on or before May 15<sup>th</sup>, 2020.

Kavanaugh to Arise Direct Marketing, Inc: Under the Assignment Agreement, the total consideration to be paid to Arise by Kavanaugh (the "Assignment Consideration") is an amount equal to the sum of all outstanding indebtedness including any interest thereon owed to Kavanaugh by Arise including, wages, salaries, tips, bonuses, as well as all indebtedness of Agrigenic to Kavanaugh for loans made to date, offset against the principle and interest of a promissory note to be issued May 16, 2005, by Kavanaugh, payable to Agrigenic Food Corporation, for the lessor of the sum of \$2 hundred fifty thousand dollars, or the amount of the adjusted note which is to be calculated by increasing or decreasing the principle amount of the note to equal 70% of any collected judgement, settlement, or judicial award arising out of the rights so transferred. Said note less the aforementioned offset shall bear interest at LIBOR plus 1% per annum and shall due and payable in installments or in total on or before May 15<sup>th</sup>, 2020.

## COMPLIANCE WITH APPLICABLE STATE FEDERAL AND OTHER LAWS

Agrigenic Food Corporation (now Agrigenic Food Company) is in the business of formulating, packaging and distributing whole food dietary, herbal and nutritional supplements marketed in interstate commerce domestically and internationally, to retail, wholesale and private label customers, through health food stores, health food distributors, drug stores, drug store distributors, as well as over the internet and through mail-order companies using both third-party and related party corporations. Agrigenic Food Company's day-to-day business will continue to be operated almost exclusively through the agreement by and between Arise Direct Marketing, Inc., a related-party marketing corporation, and the surviving company, Agrigenic Food Company.

The execution, delivery and performance by the parties of this Agreement and any other instruments or documents required to be executed and delivered hereby, have been duly authorized by all requisite corporate action and will not (a) violate any applicable provision of law, any order, writ, injunction, decree, judgment, or ruling of any court or other agency of government, the Articles of Incorporation or Bylaws of the parties, or violate any provision of any indenture, agreement, insurance policy, bond or other instrument by which the parties, or any of its properties or assets is bound or affected, (b) conflict with, result in a material breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, insurance policy, bond, agreement or other instrument, (c) result in being declared void, voidable or without further binding effect any license, governmental permit or certification, employee plan, note, bond, mortgage, indenture, deed of trust, franchise, lease, contract, agreement, or other instrument or commitment or obligation to which the parties is/are a party, or by which the parties, or any of its assets, may be bound, subject or affected, or (d) except as otherwise provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever not arising in the ordinary course of business upon any of the properties or assets of the Assignor.

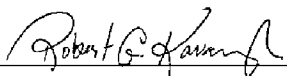
### CLOSING

The Closing of the Assignment shall occur at the offices of assignor, 5152 Bolsa Avenue, STE 101, Huntington Beach, California. at 2:00 p.m. on the 16th day of May, 2005, or at such other time, date and place as assignor and assignee may agree (the "Closing Date").

At the Closing:

AGRIGENIC FOOD CORPORATION

By: ROBERT G. KAVANAUGH

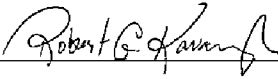


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Robert G. Kavanaugh  
President, Chairman of the Board and  
Chief Executive Officer  
Date: May 16, 2005



ARISE DIRECT MARKETING, INC.  
By: ROBERT G. KAVANAUGH

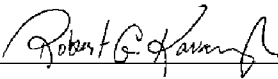


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Robert G. Kavanaugh  
President, Chairman of the Board and  
Chief Executive Officer  
Date: May 16, 2005

ROBERT G. KAVANAUGH d/b/a/ AGRIGENIC FOOD  
COMPANY

By: ROBERT G. KAVANAUGH



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Robert G. Kavanaugh  
Sole Proprietor  
Date: May 16, 2005

TABLE ONE

USPTO Serial Number	Mark or Mark and Design	CATEGORY
Unregistered	ENERGY ESSENTIALS	FOOD DOCTOR
Unregistered	ENERGY HEALTH & BEAUTY	FOOD DOCTOR
Unregistered	FITNESS FUEL	FOOD DOCTOR
Unregistered	FOOD DOCTOR	FOOD DOCTOR
78386361	BI BIOVET INTERNATIONAL DISMUTASE	Biovet International
78386364	BIOVET INTERNATIONAL ANTIOXIDANT PET WAFER	Biovet International
78399792	BIOVET INTERNATIONAL CANINE SUPPORT	Biovet International
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