

**TRADEMARK**

11-17-2005

**ONLY**



103120567

original documents or copy thereof.

To the Director of the United States Patent and Trademark Office

1. Name of conveying party(ies):

Sweet Living, Inc.

10/21/05

- Individual(s)
- General Partnership
- Corporation-State **Utah**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **December 31, 2004**

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

Name: **Sweet Living, LLC**

Internal Address:

Street Address: **1335 West 1650 North**

City: **Springville** State: **UT** ZIP: **84663**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

78/497,631      78/523,010  
78/497,688      78/523,009  
78/523,030      78/522,995  
76/604,097

Additional numbers

B. Trademark / Service Mark Registration No.(s)

Yes  No

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

Name: **Michael E. Mangelson, Esq.**

Internal Address:

Street Address: **201 So. Main Street, Suite 1100**

City: **Salt Lake City** State: **UT** ZIP: **84111**

6. Total number of applications and registrations involved:

11/03/2005 MUELLER 00000005 78497631

7

7. Total fee (37 CFR 3.41):.....\$

01 FC:45.21  
02 FC:45.22

40.00 OP  
150.00 OP

\$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



502375

10-21-2005

U.S. Patent & TMOs/TM Mail Rcpt Dt. #34

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Michael E. Mangelson**

Name of Person Signing

Signature

**October**, 2005

Date

Total number of pages including cover sheet, attachments, and

4

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 003254 FRAME: 0452**

### Assignment

(Trademarks and Other Assets)

THIS ASSIGNMENT is executed and delivered as of December 31, 2004 by Sweet Living, Inc., a Utah corporation ("Assignor") to Sweet Living, LLC, a Utah limited liability company ("Assignee").

### Background

Assignee and its affiliates have provided to Assignor all capital, resources and ideas necessary for the organization of Assignor, the development of its intellectual property and the registration (or application for registration) of trademarks for certain of its intellectual property. In exchange therefor, Assignee desires to transfer to Assignee all of its right, title and interest in and to any intangible and tangible assets associated with the now abandoned business of Assignor, including all trademarks and trademark applications.

### Assignment

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Conveyance. Assignor does hereby transfer and assign to Assignee all of Assignor's worldwide right, title and interest in, to and under the following:

(a) Assignor's registered and unregistered domestic and foreign trademarks and trademark applications, including without limitation, the trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made; and

(b) all other tangible and intangible property of Assignor, including, without limitation that associated with, developed for, used in or useful in the manufacturing, marketing and selling of oral hygiene and other products using Xylitol through a multi-level marketing distribution network.

2. Successors and Assigns; Applicable Law. This Assignment shall inure to the benefit of Assignee and shall be binding upon Assignor, and their respective successors and assigns. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed, enforced, and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment (Trademarks and Other Assets) as of the date first above written.

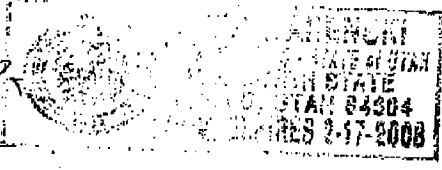
Sweet Living, Inc.

By: [Signature]  
Brent McKinley, President

State of Utah )  
                  ) ss.  
County of Utah )

On this 10 day of February 2005, before me, Heidi Wronski, personally appeared Brent McKinley, President of Sweet Living, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal  
[Signature]  
NOTARY PUBLIC



## SCHEDULE A

<u>Trademark or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Effective Date</u>	<u>Trademark Description</u>
78497631	USA	Oct 11, 2004		GlycoMist
78497688	USA	Oct 11, 2004		Enjoy the Sweet Life
78523030	USA	Nov 29, 2004		Bio Select
76604097	USA	July 26, 2004		Sweet Living
78523010	USA	Nov 29, 2004		Oral Select
78523009	USA	Nov 29, 2004		Sweet Moments
78522995	USA	Nov 24, 2004		Max Xylitol

**EXHIBIT A**

**U.S. TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>U.S. SERIAL NO.</u>
SWEET LIVING	76/604,097
BIO SELECT	78/523,030
ORAL SELECT	78/523,010
SWEET MOMENTS	78/523,009
MAX XYLITOL	78/522,995

**EXHIBIT A**

**U.S. TRADEMARK APPLICATIONS**

<b><u>MARK</u></b>	<b><u>U.S. SERIAL NO.</u></b>
LIVE THE SWEET LIFE	78/497,688
GLYCOMIST	78/497,631

SaltLake-251928-1 0066047-00002