

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/03/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Robert Brucia		05/25/2006	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Naturex Inc.
Street Address:	300 Waverly Avenue
City:	Mamaroneck
State/Country:	NEW YORK
Postal Code:	10543
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1972702	THERAPLANT
Registration Number:	2469508	THERAFLAVONE
Registration Number:	2408568	THERASOY

**CORRESPONDENCE DATA**

Fax Number: (415)369-8731  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415 369 7367  
 Email: trademark@thelenreid.com  
 Correspondent Name: Becky L. Troutman  
 Address Line 1: Thelen Reid & Priest LLP  
 Address Line 2: P.O. Box 190187  
 Address Line 4: San Francisco, CALIFORNIA 94119-0187

ATTORNEY DOCKET NUMBER:	010556-3 NATUREX INC.
-------------------------	-----------------------

CH \$90.00 1972702

NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/becky l. troutman/
Date:	05/31/2006
Total Attachments: 3 source=Naturex#page1.tif source=Naturex#page2.tif source=Naturex#page3.tif	

## NUNC PRO TUNC ASSIGNMENT OF NAMES AND TRADEMARKS

This **NUNC PRO TUNC ASSIGNMENT OF NAMES AND TRADEMARKS** is made effective as of January 3, 2002, by Robert Brucia, an individual residing at 3405 Angel Lane, Placerville, California 95667 ("Assignor"), to Naturex Inc., a Delaware corporation with its principal place of business at 300 Waverly Avenue, Mamaroneck, New York ("Assignee").

### RECITAL

Assignee and Assignor, among others, are parties to an Asset Purchase Agreement dated as of November 28, 2001 (the "Agreement") pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the names and trademarks of Assignor. Pursuant to the Agreement, Assignor agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance with the Agreement, on January 3, 2002, Assignor sold, assigned and transferred unto Assignee all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign names and trademarks, including without limitation the names and trademarks listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

The parties now desire to ratify and confirm said sale, assignment and transfer of all of Assignor's right, title and interest in and to the Marks.

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby hereby ratify and confirm his sale, assignment and transfer to Assignee, its successors and assigns, *nunc pro tunc* as of January 3, 2002, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Names and Trademarks, 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 January 3, 2002 as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Names and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Names and Trademarks shall be governed by and construed

in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment of Names and Trademarks as of the date first above written.

ROBERT BRUCIA

By: 

Robert Brucia

Date: 5/20/06

**SCHEDULE A  
NAMES AND TRADEMARKS**

**NAMES**

Herbal Home Products  
Brucia Plant Extracts

**TRADEMARKS**

Trademark	U.S. Registration No.	Registration Date
THERAPLANT	1,972,702	May 7, 1996
THERAFLAVONE	2,469,508	July 17, 2001
THERASOY	2,408,568	November 28, 2000

**UNREGISTERED TRADEMARKS**

PROANTHOXIDANTS