

**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>    |
| Triarco Industries Inc.          |  | 06/08/2006            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Nutraquest, Inc.   |                       |                       |
| <b>Street Address:</b>           | 2231 Landmark Place  |                       |                       |
| <b>City:</b>                     | Manasquan  |                       |                       |
| <b>State/Country:</b>            | NEW JERSEY   |                       |                       |
| <b>Postal Code:</b>              | 08736  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: NEW JERSEY  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 3032624  | INSTANT EFX           |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (732)380-0081  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | (732) 380-0080   |                       |                       |
| <b>Email:</b>                    | rcatalina@newtechlegal.com   |                       |                       |
| <b>Correspondent Name:</b>       | Richard A. Catalina, Jr.   |                       |                       |
| <b>Address Line 1:</b>           | 167 Avenue at the Common   |                       |                       |
| <b>Address Line 4:</b>           | Shrewsbury, NEW JERSEY 07702   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 03-11331-42  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Richard A. Catalina, Jr.   |                       |                       |
| <b>Signature:</b>                | /Richard A. Catalina, Jr./   |                       |                       |
| <b>Date:</b>                     | 08/10/2006   |                       |                       |

CH \$40.00 3032624

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK AND REGISTRATION

### INSTANT EFX

This Assignment of the Trademark **INSTANT EFX** (the "Assignment") is made and entered on ~~May~~ <sup>June</sup> 18, 2006, by and between **Triarco Industries Inc.**, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco"), and **Nutraquest, Inc.**, a corporation organized and existing under the laws of the State of New Jersey, having a place of business at 2231 Landmark Place, Manasquan, New Jersey 08736 ("Nutraquest") (collectively referred to as the "Parties," and individually, a "Party").

**Whereas**, Triarco is the record owner of the mark **INSTANT EFX** (words only) (hereinafter, the "Mark") and the Registration of the Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), Registration No. 3,032,624, with a filing date of September 17, 2002, and a registration date of December 20, 2005 (the "Registration"); and

**Whereas**, Triarco desires to sell, convey, transfer, assign and deliver to Nutraquest, and Nutraquest desires to acquire from Triarco, all of Triarco's interest in and to the Mark and the Registration upon the terms and subject to the conditions set forth herein.

**Now, therefore**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **I. ASSIGNMENT:**

(a) Triarco hereby agrees to sell, convey, transfer, assign and deliver to Nutraquest, its successors and assigns, and Nutraquest hereby agrees to acquire from Triarco, upon the terms and subject to the conditions set forth in this Assignment, all of Triarco's right, title and interest, whether statutory or at common law, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark throughout the world, together with all causes of action for any and all previously

occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

(b) Triarco agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark in Nutraquest.

**2. TRIARCO'S REPRESENTATIONS:**

(a) Triarco represents and warrants that Triarco is the sole owner of the Mark and the Registration and that Triarco has the power and authority to enter into this Assignment.

(b) Triarco further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance or adverse claim of any nature or kind whatsoever.

**3. GOVERNING LAW:**

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

**4. BINDING EFFECT:**

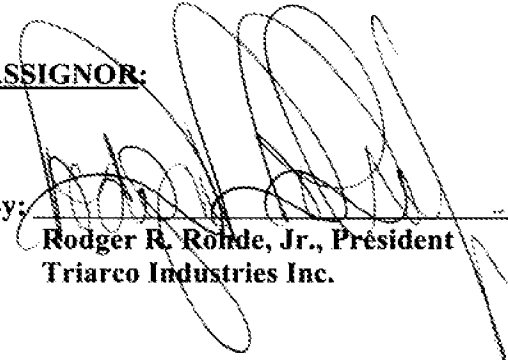
The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed the day and year first above written.

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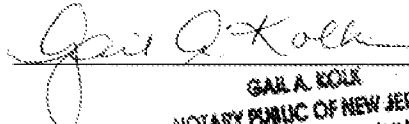
**ASSIGNOR:**

Dated: May 8<sup>th</sup>, 2006

By:   
Rodger R. Rohde, Jr., President  
Triarco Industries Inc.

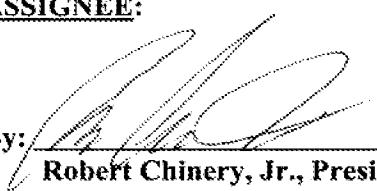
State of New Jersey )  
County of Passaic )ss

On this 8<sup>th</sup> day of May, 2006, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

  
GAIL A. KOLK  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 10/27/2007

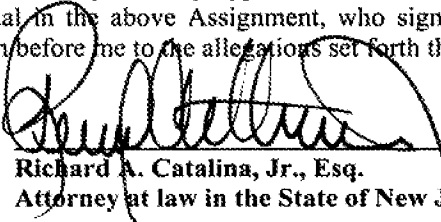
**ASSIGNEE:**

Dated: May 20<sup>th</sup>, 2006

By:   
Robert Chinery, Jr., President  
Nutraquest, Inc.

State of New Jersey )  
County of Monmouth )ss

On this 20<sup>th</sup> day of May, 2006, before me personally appeared Robert Chinery, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

  
Richard A. Catalina, Jr., Esq.  
Attorney at law in the State of New Jersey