

10-12-2006
103320641
TRADE

SHEET
JLY

2006 OCT 10 PM 3:25

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

1. Name of conveying party(ies):

Vi-Jon Laboratories, LLC
8515 Page Avenue
St. Louis, Missouri 63114

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 09/20/06

- 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: Health Resources Consultants, L.L.C.

Internal _____

Address: _____

Street Address: 31 Couch Avenue

City: St. Louis

State: Missouri

Country: USA Zip: 63122

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other L.L.C. 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)

76978139

B. Trademark Registration No.(s)

3146098

Additional sheet(s) attached? Yes No

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

Nightingale Naturals

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

Name: Bernard W. Gerdelman

Internal Address: Paule, Camazine & Blumenthal, P.C.

Street Address: 165 N. Meramec Avenue, 6th Fl.

City: St. Louis

State: MO Zip: 63105

Phone Number: (314) 727-2266

Fax Number: (314) 727-2101

Email Address: bgerdelman@pcblawfirm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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: B W Gerdelman

Signature

October 4, 2006

Date

Bernard W. Gerdelman

Total number of pages including cover sheet, attachments, and document: 2

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made this 20th day of September, 2006 by Vi-Jon Laboratories, LLC (formerly Vi-Jon Laboratories, Inc.), a Missouri limited liability company ("Assignor") to and for the benefit of Health Resources Consulting, L.L.C. a Missouri limited liability company ("Assignee").

In consideration of ten dollars (\$10.00), Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the following trademark (the "Trademark"), including all goodwill associated with the Trademark and all registrations pertaining to the Trademark:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Number</u>
NIGHTINGALE NATURALS	76978139	3146098

Assignor is the owner of the Trademark as shown on the records of the United States Patent and Trademark Office, and Assignee is desirous of acquiring the Trademark.

Assignor has not granted any licenses, nor made any other conveyances of the Trademark, any good will associated with the Trademark or any registrations pertaining to the Trademark, other than the assignment made to Assignee, nor has Assignor granted any security interest in, or otherwise encumbered, the Trademark or any registration thereof.

Assignor covenants that it will cooperate in effecting the assignment made hereby, including the execution of any filings with any government agencies necessary or appropriate to carry out the intent of this document and the taking of any other reasonable actions necessary to vest in Assignee all of Assignor's right, title and interest in the Trademark and the goodwill and registrations with respect thereto.

ASSIGNOR:
Vi-Jon Laboratories, LLC

By:  _____

Title: CEO _____