

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellson Nutraceutical Eastern Division, Inc.		10/03/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nellson Nutraceutical, LLC		
Street Address:	5801 Ayala Avenue		
City:	Irwindale		
State/Country:	CALIFORNIA		
Postal Code:	91706		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1259064	INCREDIA-MEAL	
Registration Number:	1754830	INCREDIA-MEAL AMERICA'S ORIGINAL FOOD BAR	
Registration Number:	1827088	THE KIDS NUTRITION BAR	
CORRESPONDENCE DATA			
Fax Number:	(202)887-4288		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202.887.4000		
Email:	lskrypoczka@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	1333 New Hampshire Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Lesia O. Skrypoczka		
Signature:	/Lesia O. Skrypoczka/		

CH \$90.00 1259064

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TRADEMARK
REEL: 003633 FRAME: 0707

Date:

10/04/2007

Total Attachments: 10

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ASSIGNMENT OF INTANGIBLE PROPERTY

The Assignment of Intangible Property (the "**Assignment**") is dated October 3, 2007 and entered into between Nellson Nutraceutical, Inc., a Delaware corporation ("**NNF**"), Nellson Holdings, Inc., a Delaware corporation ("**NHF**"), Nellson Intermediate Holdings, Inc., a Delaware corporation ("**NIH**"), Nellson Northern Operating, Inc., a Delaware corporation ("**NNO**"), Nellson Nutraceutical Eastern Division, Inc., a Delaware corporation ("**NNE**"), Nellson Nutraceutical Powder Division, Inc., a Delaware corporation ("**NNP**"), and Vitex Foods, Inc., a California corporation ("**VFF**"), in favor of Nellson Nutraceutical, LLC, a Delaware limited liability company (the "**Assignee**"). In this Assignment, NNI, NHI, NIH, NNO, NNE, NNP and VFI are collectively referred to as "**Assignors**."

Assignors and Assignee wish to confirm and memorialize their agreement with respect to the assignment and transfer of the Intangible Property under the Agreement as more fully set forth herein; and hereby agree as follows:

(A) Each of the Assignors is a debtor and debtor-in-possession in chapter 11 proceedings before the United States Bankruptcy Court for the District of Delaware.

(B) Assignors and Nellson Acquisition Co., LLC, now known as Nellson Holding Co., LLC, the direct parent of the Assignee ("**Purchaser**"), have heretofore entered into that certain Asset Purchase Agreement dated August 23, 2007 (as amended, the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(C) Purchaser, pursuant to the Assignment Agreement of even date herewith, has assigned all of its rights to purchase the Saleable Assets under the Agreement to Assignee and Assignee assumed all such rights thereunder.

(D) Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Sections 3.3.4 and 3.4.5 of the Agreement, Assignors and Assignee are required to mutually execute and deliver this Assignment at the Closing.

(E) Assignors own all right, title, and interest in and to certain inventions and invention disclosures, patents, and patent applications identified on **Schedule 1**; Assignors own an interest in and to certain: (i) trademarks and service marks, trade dress, trade names, and any applications and registrations therefor, and domain names (collectively, the "**Trademarks**"); (ii) copyrights and other works of authorship; (iii) trade secrets, formulae, and know-know; and (iv) all other intellectual and intangible property rights throughout the world, as defined in Section 9 of the Agreement as "Intangible Property" and "Intellectual Property", including, but not limited to, the Intangible Property identified on **Schedule 1** attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignors hereby expressly sell, assign, convey, and transfer to Assignee, its successors and assigns, Assignors' entire right, title and interest in and to the Intangible Property worldwide, including, without limitation, the goodwill of the business in connection with which the Trademarks are and have been used; all right, title and interest in and

to the patents, patent applications, and inventions, and any and all divisions, continuations, reexaminations and reissues thereof; and copyrights and other works, including, but not limited to the Intangible Property identified on **Schedule 1** attached hereto, along with the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Intangible Property and the right to sue for and recover the same throughout the world in the name of Assignee, its successors or assigns, except as set forth herein.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee. The parties hereto further agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark Office and other Patent and Trademark Offices, as appropriate and desired by Assignee.

Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Agreement).

This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNORS:

NELLSON NUTRACEUTICAL, INC.,
a Delaware corporation,
Debtor and Debtor in Possession

By: [Signature]
Name: JEFFREY B. DIAS
Its: President

NELLSON HOLDINGS, INC.,
a Delaware corporation,
Debtor and Debtor in Possession

By: [Signature]
Name: JEFFREY B. DIAS
Its: President

**NELLSON INTERMEDIATE
HOLDINGS, INC.,**
a Delaware corporation,
Debtor and Debtor in Possession

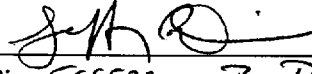
By: [Signature]
Name: JEFFREY B. DIAS
Its: President

**NELLSON NORTHERN OPERATING,
INC.,**
a Delaware corporation,
Debtor and Debtor in Possession

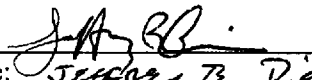
By: [Signature]
Name: JEFFREY B. DIAS
Its: President

[SIGNATURE PAGES TO ASSIGNMENT OF INTANGIBLE PROPERTY]

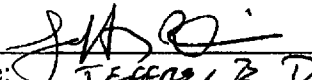
**NELLSON NUTRACEUTICAL
EASTERN DIVISION, INC.,**
a Delaware corporation,
Debtor and Debtor in Possession

By: 
Name: JEFFREY B. DIAS
Its: President

**NELLSON NUTRACEUTICAL
POWDER DIVISION, INC.,**
a Delaware corporation,
Debtor and Debtor in Possession

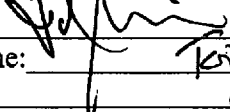
By: 
Name: JEFFREY B. DIAS
Its: President

VITEX FOODS, INC.,
a California corporation,
Debtor and Debtor in Possession

By: 
Name: JEFFREY B. DIAS
Its: President

ASSIGNEE:

NELLSON NUTRACEUTICAL, LLC,
a Delaware limited liability company

By: 
Name: KD SUTTON
Its: GRP/CEO

[SIGNATURE PAGES TO ASSIGNMENT OF INTANGIBLE PROPERTY]

SCHEDULE 1

Intangible Property

U.S. Patents

Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	6,299,929	October 9, 2001	Confectionery product made of protein and carbohydrate materials present in a relative weight ratio higher than 1
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	6,432,457	August 13, 2002	Confectionery product made of protein and carbohydrate materials present in a relative weight ratio higher than 1
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	6,749,886	June 15, 2004	Confectionery product made of protein and carbohydrate materials present in a relative weight ratio higher than 1

* The Company owns Patent Nos. 5,409,725 and 5,607,714 (recorded under Vitex Foods, Inc. and Philip Connolly with the PTO). These patents have been abandoned.

U.S. Patent Applications

Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	10/355,207 (Pending) 2003/0161914	Application Date: June 2, 2005	Novel caramel food ingredients, processes for the
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		(Pending)	Publication Date: August 28, 2003	manufacture thereof, and nutritional products containing these caramels
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Application No.: 11/592,137 2007/0048408 (Pending)	Application Date: November 3, 2006 Publication Date: March 1, 2007	Novel fruit fillings, methods for their manufacture and their use in nutritional products
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Application No.: 11/403,009 Publication No.: 2006/0188644 (Pending)	Application Date: April 13, 2006 Publication Date: August 24, 2006	Novel caramel food ingredients, processes for the manufacture thereof, and nutritional products containing these caramels
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Application No.: 11/199,203 Publication No.: 2006/0035010 (Pending)	Application Date: August 9, 2005 Publication Date: February 16, 2006	Confectionery product made of protein and carbohydrate materials presented in a relative weight ratio higher than 1
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Application No.: 10/501,469 Publication No.: 2005/0037127	Application Date: July 14, 2004 Publication Date: February 17, 2005	Novel fruit fillings, methods for their manufacture and their use in nutritional products
Nellson Nutraceutical, Inc.	Nellson Nutraceutical, LLC	Application No.: 10/592,322	Application Date: September 11, 2006	Novel High Protein Layering Masses, Processes for the Manufacture thereof, and

				Related Products
Nellson Nutraceutical, Inc.	Nellson Nutraceutical, LLC	Application No. 11/488,819 (Pending) 2007/0026129 (Pending)	Application Date: July 19, 2006: Publication Date: February 1, 2007	High protein aerated food composition
Nellson Nutraceutical, Inc.	Nellson Nutraceutical, LLC	11/522,979 (Pending) 2007/0065557 (Pending)	Application Date: September 1, 2006 Publication Date: March 22, 2007	Non-sweet binder for savory food products

Foreign Patent Properties

Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	International Publication No.: 2005/089255 (September 29, 2005)	International	Novel protein layering masses, processes for the manufacture thereof, and related products
Bariatric Products International, Inc.	Nellson Nutraceutical, LLC	International Publication No.: 2003/061406 (July 31, 2006) European Patent Application No.: 0370818.9 (January 16, 2003) European Patent Application No.: 1474005 (November 10, 2004)	International/ European	Novel Fruit Fillings, Methods for their Manufacture and their Use in Nutritional Products
Bariatric Products International, Inc.	Nellson Nutraceutical, LLC	International Publication No.: 2003/068000	International/ European	Novel Caramel Food Ingredients, Processes for the

		(August 21, 2003) European Patent Application No.: 3704069.8-2313 (January 31, 2003) European Patent Application No.: 1482808 (December 8, 2004)		Manufacture thereof, and Nutritional Products Containing these Caramels
Bariatric Products International, Inc.	Nellson Nutraceutical, LLC	European Patent Application No.: 1 302 111 (April 16, 2003)	Europe	Dietary Composition and Method
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Canadian Patent Application No.: 2 552 313 (January 19, 2007)	Canada	High Protein Aerated Food Composition
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Canadian Patent Application No.: 2 558 537 (September 29, 2005)	Canada	Novel protein layering masses, processes for the manufacture thereof, and related products.
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Canadian Patent Application No.: 2 474 824 (March 19, 2007)	Canada	Novel caramel food ingredients, processes for the manufacture thereof, and nutritional products containing these caramels
Nellson Northern Operating, Inc.	Nellson Nutraceutical, LLC	Canadian Patent Application No. 2 472 677 (July 31, 2003)	Canada	Novel fruit fillings, methods for their manufacture and their use in nutritional products

Nellson Nutraceuticals Canada, Inc.	Nellson Nutraceutical, LLC	Canadian Patent No.: 2 034 145 (June 24, 2003)	Canada	Confectionery product made of protein and carbohydrate materials present in a relative weight ratio higher than 1
Nellson Nutraceutical, Inc.	Nellson Nutraceutical, LLC	Canadian Patent Application No.: 2 560 180 (March 19, 2007)	Canada	Non Sweet Binder for Savory Food Product

US Trademark Registrations

Nellson Nutraceutical Eastern Division, Inc.	Nellson Nutraceutical, LLC	1,259,064	November 29, 1983	INCREDAMEAL (Stylized)
Nellson Nutraceutical Eastern Division, Inc.	Nellson Nutraceutical, LLC	1,754,830	March 2, 1993	INCREDAMEAL AMERICA'S ORIGINAL FOOD BAR (and Design)
Nellson Nutraceutical Eastern Division, Inc.	Nellson Nutraceutical, LLC	1,827,088	March 15, 1994	THE KIDS NUTRITION BAR

Foreign Trademark Registration

Nellson Northern Operating Inc.	Nellson Nutraceutical, LLC	Canadian Reg. No. TMA0611363	May 28, 2004	BARIATRIX and Design
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Other Intangible Property

- Under certain of their customer contracts for the manufacture of products, Assignors own the rights to the formulation of the product produced under the contract, and all such rights are hereby assigned to Nellson Nutraceutical, LLC. Under most of their customer contracts, Assignors own the exclusive production rights for a period of from 18 to 24 months, which period is reset as the Company adjusts or improves existing formulas, and all such rights are hereby assigned to Nellson Nutraceutical, LLC.
- The Assignors own technological know-how and other proprietary rights relating to the process by which customer product formulations are manufactured, including but not limited to appropriate temperatures, times, sequences and equipment usage. All such rights are hereby assigned to Nellson Nutraceutical, LLC.
- The Assignors hold rights under certifications and affiliations for Kosher, EU Certified, Halal, NSF, AIB, CFIA, and FDA. All such rights are hereby assigned to Nellson Nutraceutical, LLC.
- Domain Names: Assignors own the following domain names - "nellsonni.com"; "phood.biz", "nellsonni.net", "barsandpowder.com", and "incredameal.com." All such domain names are hereby assigned to Nellson Nutraceutical, LLC.