

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
Vitamin Research Products, Inc.		01/29/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Vitamin Research Products, LLC
Street Address:	CORPORATION TRUST CENTER
Internal Address:	1209 ORANGE STRET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	76263231	AGEBLOCK
Serial Number:	78389205	ALLITRU
Serial Number:	78311021	CARNOSEE
Serial Number:	76523367	CEASEFIRE
Serial Number:	76303276	CORAL 3X
Serial Number:	76318263	CORAL BALANCE
Serial Number:	76368243	CORTITROPHIN
Serial Number:	78850203	DO WHAT YOU LIKE . . . LONGER!
Serial Number:	77357913	FAST RESPONSE
Serial Number:	76280365	GASTRICAID
Serial Number:	75515692	GENTLE CHANGES
Serial Number:	77575150	GLABRINEX
Serial Number:	77704479	HERBALCIDIN

OP \$665.00 76263231

Serial Number:	77857257	LF CAPS
Serial Number:	76523366	LIPICONTROL
Serial Number:	75797389	MALE BALANCE
Serial Number:	76472683	MITO-BOOST
Serial Number:	75544802	PROSTACOL
Serial Number:	78403055	QUERCELAIN
Serial Number:	76451473	SILENT SLUMBER
Serial Number:	75637959	SWEET SATISFACTION
Serial Number:	76052869	ULTIMATE DESIRE
Serial Number:	76319870	UNIQUE SWEET
Serial Number:	78690957	UNIQUE SWEET
Serial Number:	76413745	VITAMIN RESEARCH PRODUCTS
Serial Number:	76413744	VRP VITAMIN RESEARCH PRODUCTS

CORRESPONDENCE DATA

Fax Number: (888)842-4492
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 775.833.1600
Email: Lara@Rimonlaw.com
Correspondent Name: Lara Pearson
Address Line 1: PMB 405
Address Line 2: 774 Mays Blvd., NO. 10
Address Line 4: incline vlg, NEVADA 89451

ATTORNEY DOCKET NUMBER:	1049-002
NAME OF SUBMITTER:	Lara Pearson
Signature:	/Lara pearson/
Date:	09/28/2010

Total Attachments: 44

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

VITAMIN RESEARCH PRODUCTS, LLC,

VRP, LLC

AND

VITAMIN RESEARCH PRODUCTS, INC.

JANUARY 29, 2010

REDACTED

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of January 29, 2010, by and among Vitamin Research Products, LLC, a Delaware limited liability company ("Holdings"), VRP, LLC, a Delaware limited liability company ("Buyer") and Vitamin Research Products, Inc., a Nevada corporation (the "Company"). Holdings, Buyer and the Company are herein referred to, individually, as a "Party" and, collectively, as the "Parties."

Recitals

A. The Company owns all of the assets required to conduct the Business (as defined below); and

B. Buyer desires to purchase from the Company, and the Company desires to sell to Buyer, all of the Acquired Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Unless otherwise defined herein or as the context otherwise requires: the terms defined in this Article I shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined; and any reference herein to a "Section," "Article," "Schedule" or "Exhibit" shall mean the applicable section, article, schedule or exhibit of or to this Agreement.

"1374 Taxes" shall have the meaning assigned to such term in Section 5.14.

"Accounting Firm" shall have the meaning assigned to such term in Section 2.6(d).

"Acquired Assets" shall have the meaning assigned to such term in Section 2.1.

"Adjusted Purchase Price" shall have the meaning assigned to such term in Section 2.6(e).

"Affiliate" shall mean, with respect to any Person at any time, (a) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (b) each Person who is at such time an officer or director of, or direct or indirect beneficial holder of at least 50% of any class of the equity interests of, such specified Person, (c) each Person that is managed by a common group of executive officers and/or directors as such specified Person, (d) the members of the immediate family (i) of each

REDACTED

“Financial Statements” shall have the meaning assigned to such term in Section 3.4(a).

“Food and Drug Legal Requirement” shall mean any applicable Legal Requirement, policy, regulation or procedure of the FDA or FTC or other Governmental Entity relating to the manufacture, labeling, promotion, sale, safety or efficacy of the products of the Company or their regulation.

“FTC” shall mean the Federal Trade Commission.

“Fundamental Representations” shall mean the representations and warranties specified in Section 7.1(a)(i) and (ii).

“GAAP” shall mean United States generally accepted accounting principles in effect from time to time.

“Good Manufacturing Practices (GMP)” means those rules promulgated by the FDA which establish the minimum required practices related to the manufacturing, packaging, labeling, or holding of dietary supplements.

“Governmental Authorizations” shall have the same meaning assigned to such term in Section 3.16.

“Governmental Entity” shall mean any local, state, federal or foreign (a) court, (b) government or (c) governmental department, commission, instrumentality, board, agency or authority, including the IRS and other taxing authorities.

“Hazardous Materials” shall mean petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives, flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or aboveground storage tanks, whether empty or containing any substance; any substance the presence of which on the Real Property is prohibited by any U.S. federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a “hazardous substance,” “hazardous material”, “hazardous waste”, “toxic substance”, “toxic pollutant”, “contaminant”, or “pollutant” within the meaning of any Environmental Law.

“Indemnified Party” shall have the meaning assigned to such term in Section 7.3(a).

“Indemnifying Party” shall have the meaning assigned to such term in Section 7.3(a).

“Intellectual Property” shall have the meaning assigned to such term in Section 3.8(b).

“Interim Balance Sheet” shall have the meaning assigned to such term in Section 3.4(a).

REDACTED

“Target Working Capital” shall have the meaning assigned to such term in Section 2.6(a).

“Tax” or “Taxes” shall mean all taxes, however denominated, including any interest, penalties and additions to tax that may become payable in respect thereof, whether disputed or not, imposed by any Governmental Entity, which taxes shall include without limitation all income, excise, franchise, gains, capital, real and personal property, sales, use, severance, license, stamp, documentary stamp, mortgage recording, employment, payroll, unemployment, social security, environmental, estimated and withholding taxes, and all customs and import duties and amounts owed under any escheat or abandoned property laws.

“Tax Proceeding” shall have the meaning assigned to such term in Section 5.7(b).

“Tax Return” shall mean any return, declaration, report, claim for refund or information, or statement relating to Taxes, and any annex, schedule, attachment or amendment thereto filed or required to be filed with any Governmental Entity.

“Third Party Claim” shall have the meaning assigned to such term in Section 7.3(a).

“Third Party Claim Notice” shall have the meaning assigned to such term in Section 7.3(a).

“Transfer Taxes” shall have the meaning assigned to such term in Section 5.7(c).

“Transferred Employee” shall have the meaning assigned to such term in Section 5.12(a).

“Working Capital” shall mean the sum of (i) the Company’s current assets (excluding Cash and current assets relating to Sierra Nevada Fulfillment and any other Affiliate of the Company) less (ii) the Company’s current liabilities (excluding Debt), each as determined in accordance with GAAP.

ARTICLE II

PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase and Sale of Assets. The Company agrees to sell, assign and transfer to Buyer or a direct or indirect wholly-owned subsidiary of Holdings, and Buyer agrees to purchase and accept, or cause a direct or indirect wholly-owned subsidiary of Holdings to purchase and accept, from the Company at the Closing, subject to the exclusions contained in Section 2.2 and subject to the other terms and conditions contained herein, in the aggregate, all of the Company’s right, title and interest in and to all of the assets, properties and rights of the Business (collectively, the “Acquired Assets”) free and clear of any Liens, except Permitted Liens, including without limitation:

(a) all assets, other than those that are leased, of the Company which are used in the conduct of the Business on the date hereof, and all assets of the Company that are acquired after the date hereof and prior to the Closing for use in the Business (in each case, other than

assets that have been disposed of in the Ordinary Course), including all such assets as constitute tangible personal property (such as machinery, equipment, control systems, inventories, raw materials, supplies, etc.) used in connection with the Business;

(b) all rights of the Company under licenses (other than as set forth in Section 2.1(c)), permits, authorizations, orders, registrations, certificates, approvals, consents and franchises used in connection with the conduct of the Business or any pending applications relating to any of the foregoing;

(c) all intellectual property (including, without limitation, the formulation of products produced by the Company) used in connection with the conduct of the Business, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringement thereof and rights to protection of interest therein;

(d) all Real Property, buildings thereon, and easements, rights-of-way, and other appurtenant rights thereto (such as appurtenant rights in and to public streets), including the lease of Real Property described in Schedule 2.1(d);

(e) all customer and supplier lists used in connection with the conduct of the Business;

(f) all rights of the Company under the Contracts described in Schedule 2.1(f) (the "Purchased Contracts"), which shall include all right, title and interests in any and all leases, whether as lessee or lessor, including, but not limited to, all capital leases, real estate leases, licenses, subleases and other occupancy agreements, equipment leases and tangible personal property leases, as well as all sales contracts, except as otherwise excluded in this Agreement;

(g) all of the rights to the use of the name "Vitamin Research Products" or any derivation thereof;

(h) all accounts receivable of the Company as of the Closing Date;

(i) all files relating to the Business stored at the Company's location;

(j) all of the Company's right, title and interest to the motor vehicles used in the operation of the Business;

(k) all the Company's rights and interests in all telephone numbers relating to the Business and listings for the same;

(l) all prepaid expenses of the Company;

(m) all security deposits, earnest deposits and all other forms of deposit or security placed with or by the Company in connection with the Business;

(n) all non-competition agreements entered into with Persons performing services for the Business;

- (o) all computer systems related to the Business;
- (p) all refunds and credits for the Company's Taxes that have been paid by Buyer pursuant to Section 5.7(a) or (c), relating to the 1374 Taxes or treated as Assumed Liabilities under Section 2.3(e);
- (q) all goodwill of the Business as a going concern; and
- (r) any and all rights in and with respect to the Vitamin Research Products Inc. 401(k) Profit Sharing Plan and Trust.

Section 2.2 Excluded Assets. There shall be excluded from the Acquired Assets to be sold and transferred to Buyer hereunder, and, to the extent in existence on the Closing Date, the Company shall retain all of the Company's right, title and interest in and to the following assets, properties and rights of the Company (collectively, the "Excluded Assets"):

- (a) the consideration delivered to the Company by Buyer pursuant to this Agreement;
- (b) all original taxpayer copies of Tax Returns and original supporting schedules and documents of the Company and all refunds or credits for the Company's Taxes, other than Taxes paid by Buyer pursuant to Section 5.7(a) or (c), relating to the 1374 Taxes or treated as Assumed Liabilities under Section 2.3(e);
- (c) all rights of the Company to payments from insurance for events happening or matters occurring prior to the Closing, provided, however, to the extent any property damage to the Acquired Assets for which coverage is sought has not been fully repaired to Buyer's reasonable satisfaction, such insurance receivable shall be assigned to Buyer;
- (d) all rights of the Company in connection with any Company Benefit Plans other than the Vitamin Research Products Inc. 401(k) Profit Sharing Plan and Trust; and
- (e) the assets set forth on Schedule 2.2(e).

Section 2.3 Assumption of Liabilities. At the Closing, Buyer and/or one or more direct or indirect wholly-owned subsidiaries of Holdings will deliver to the Company Assumption Agreement(s) whereby on the terms and subject to the conditions set forth herein, and except as excluded by Section 2.4 or Section 5.14(d) hereof, Buyer and/or one or more of its designated Affiliates will undertake and assume the following Liabilities of the Company (the "Assumed Liabilities"):

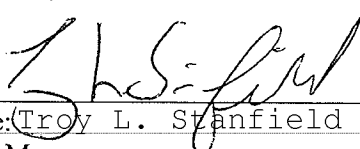
- (a) all Liabilities under the Purchased Contracts and offer letters or similar agreements relating to employment, included in the Acquired Assets other than Liabilities arising from any breach or default occurring at or prior to the Closing;
- (b) all Permitted Liens on any Acquired Asset;

REDACTED


IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

BUYER PARTIES:

VRP, LLC

By: 
Name: Troy L. Stanfield
Title: Manager

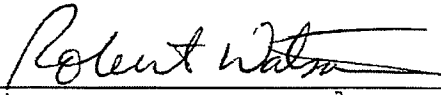
VITAMIN RESEARCH PRODUCTS, LLC

By: 
Name: Troy L. Stanfield
Title: Manager

SIGNATURE PAGE TO PURCHASE AGREEMENT

THE COMPANY:

VITAMIN RESEARCH PRODUCTS, INC.

By: 
Name: ROBERT WATSON
Title: President

SCHEDULES

**TO THE
ASSET PURCHASE AGREEMENT
BY AND AMONG
VITAMIN RESEARCH PRODUCTS, LLC,
VRP, LLC
AND
VITAMIN RESEARCH PRODUCTS, INC.
JANUARY 29, 2010**

For the avoidance of doubt, all references in the attached schedules to the “Seller”, “VRP” or the “Company” shall mean Vitamin Research Products, Inc. Capitalized terms used herein and not defined herein that are defined in the above-referenced Asset Purchase Agreement shall have the meanings set forth in such agreement.

REDACTED

Attachment II

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,370,385

Registered July 25, 2000

TRADEMARK
PRINCIPAL REGISTER

ADAPTAPHASE

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA
CORPORATION)
3579 HWY 50 E
CARSON CITY, NV 89701

FIRST USE 2-15-1999; IN COMMERCE 2-15-1999.

SER. NO. 75-636,150, FILED 2-8-1999.

FOR: NUTRITIONAL SUPPLEMENTS, IN CLASS
5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

TRACY FLETCHER, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0765

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,367,992

United States Patent and Trademark Office

Registered July 18, 2000

**TRADEMARK
PRINCIPAL REGISTER**

AFTERBURNER

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA
CORPORATION)
3579 HWY 50 E
CARSON CITY, NV 89701

FIRST USE 11-21-1994; IN COMMERCE
11-21-1994.

SER. NO. 75-636,153, FILED 2-8-1999.

FOR: NUTRITIONAL SUPPLEMENTS, IN CLASS
5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

JANICE MOONEYHAM, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0766

04-24-2006 RCVD

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 3,081,085

Registered Apr. 18, 2006

TRADEMARK
PRINCIPAL REGISTER

AGEBLOCK

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
4610 ARROWHEAD DRIVE
CARSON CITY, NV 89706

FIRST USE 5-14-2001; IN COMMERCE 5-14-2001.

SER. NO. 76-263,231, FILED 5-29-2001.

FOR: DIETARY SUPPLEMENTS, IN CLASS 5 (U.S.
CLS. 6, 18, 44, 46, 51 AND 52).

KAREN K. BUSH, EXAMINING ATTORNEY

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,981,005

Registered Aug. 2, 2005

TRADEMARK
PRINCIPAL REGISTER

ALLITRU

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
4610 ARROWHEAD DR
CARSON CITY, NV 89706

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

SER. NO. 78-389,205, FILED 3-23-2004.

FIRST USE 3-19-2004; IN COMMERCE 3-19-2004.

ROBERT C. CLARK JR., EXAMINING ATTORNEY

11-15-2004 RCVD

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,899,821

United States Patent and Trademark Office

Registered Nov. 2, 2004

TRADEMARK
PRINCIPAL REGISTER

CARNOSEE

VITAMIN RESEARCH PRODUCTS, INC. (NEVA-
DA CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FIRST USE 10-8-2003; IN COMMERCE 10-8-2003.

SER. NO. 78-311,021; FILED 10-8-2003.

FOR: OPHTHALMIC PREPARATION; NAMELY,
CARNOSINE EYE DROPS, IN CLASS 5 (U.S. CLS. 6,
18, 44, 46, 51 AND 52).

BARBARA A. LOUGHRAN, EXAMINING ATTOR-
NEY

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,844,550

Registered May 25, 2004

TRADEMARK
PRINCIPAL REGISTER

CEASEFIRE

VITAMIN RESEARCH PRODUCTS, INC. (NEVA-
DA CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FIRST USE 9-12-2002; IN COMMERCE 9-12-2002.

SER. NO. 76-523,367, FILED 6-18-2003.

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S.
CLS. 6, 18, 44, 46, 51 AND 52).

JOHN LINCOSKI, EXAMINING ATTORNEY

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,706,326

United States Patent and Trademark Office

Registered Apr. 15, 2003

TRADEMARK
PRINCIPAL REGISTER

CORAL 3X

EZ HEALTH INTERNATIONAL LLC (INDIANA
LIMITED LIABILITY COMPANY)
5340 COMMERCE CIRCLE, SUITE E
INDIANAPOLIS, IN 46237

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CORAL". APART FROM THE
MARK AS SHOWN.

FOR: DIETARY AND NUTRITIONAL SUPPLE-
MENTS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND
52).

SER. NO. 76-303,276, FILED 8-22-2001.

FIRST USE 8-15-2001; IN COMMERCE 8-15-2001.

MICHAEL SOUDERS, EXAMINING ATTORNEY

Side - 1

NOTICE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF §§8 & 15 DECLARATION MAILING DATE: Mar 19, 2009	
<p>The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force. For further information about this notice, visit our website at: http://www.uspto.gov. To review information regarding the referenced registration, go to http://tarr.uspto.gov.</p>	
REG NUMBER:	2706326
MARK:	CORAL 3X
OWNER:	VITAMIN RESEARCH PRODUCTS, INC.

Side - 2

<p>UNITED STATES PATENT AND TRADEMARK OFFICE COMMISSIONER FOR TRADEMARKS P.O. BOX 1451 ALEXANDRIA, VA 22313-1451</p>	<p>FIRST-CLASS MAIL U.S. POSTAGE PAID</p>
<p>Lara Pearson Law office of Lara Pearson, Ltd. PMB 405 774 Mays Blvd., No. 10 Incline Village, NV 89451</p>	

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,582,172

Registered June 18, 2002

TRADEMARK
PRINCIPAL REGISTER

CORAL BALANCE

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CORAL", APART FROM THE
MARK AS SHOWN.

FOR: DIETARY SUPPLEMENT USING ABOVE
SEA CORAL CALCIUM, IN CLASS 5 (U.S. CLS. 6, 18,
44, 46, 51 AND 52).

SER. NO. 76-318,263, FILED 9-28-2001.

FIRST USE 9-21-2001; IN COMMERCE 9-21-2001.

VENUS GRIFFITH, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0773

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,656,450

United States Patent and Trademark Office

Registered Dec. 3, 2002

TRADEMARK
PRINCIPAL REGISTER

CORTITROPHIN

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FIRST USE 1-30-2002; IN COMMERCE 1-30-2002.

SER. NO. 76-368,243, FILED 2-8-2002.

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S.
CLS. 6, 18, 44, 46, 51 AND 52).

BRIAN BROWN, EXAMINING ATTORNEY

Side - 1

NOTICE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF §§8 & 15 DECLARATION MAILING DATE: Nov 24, 2008	
<p>The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force. For further information about this notice, visit our website at: http://www.uspto.gov. To review information regarding the referenced registration, go to http://tarr.uspto.gov.</p>	
REG NUMBER:	2656450
MARK:	CORTITROPHIN
OWNER:	VITAMIN RESEARCH PRODUCTS

Side - 2

<p>UNITED STATES PATENT AND TRADEMARK OFFICE COMMISSIONER FOR TRADEMARKS P.O. BOX 1451 ALEXANDRIA, VA 22313-1451</p>	<p>FIRST-CLASS MAIL U.S. POSTAGE PAID</p>
<p>Lara Pearson Law Office of Lara Pearson, Ltd. 774 Mays Blvd, No. 10, PMB 405 Incline Village, NV 89451</p>	

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 3,202,053

Registered Jan. 23, 2007

United States Patent and Trademark Office

TRADEMARK
PRINCIPAL REGISTER

Do What You Like . . .
Longer!

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
4610 ARROWHEAD DRIVE
CARSON CITY, NV 89706

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: DIETARY SUPPLEMENTS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

SER. NO. 78-850,203, FILED 3-30-2006.

FIRST USE 3-23-2006; IN COMMERCE 3-23-2006.

DAYNA BROWNE, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0776

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 3,476,230

Registered July 29, 2008

TRADEMARK
PRINCIPAL REGISTER

FAST RESPONSE

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
4610 ARROWHEAD DR.
CARSON CITY, NV 897062017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: DIETARY SUPPLEMENTS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

SER. NO. 77-357,913, FILED 12-21-2007.

FIRST USE 12-1-2007; IN COMMERCE 12-1-2007.

AMY GEARIN, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0777

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,547,330

Registered Mar. 12, 2002

TRADEMARK
PRINCIPAL REGISTER

GASTRICAID

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FIRST USE 6-25-2001; IN COMMERCE 6-25-2001.

SER. NO. 76-280,365, FILED 7-2-2001.

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S.
CLS. 6, 18, 44, 46, 51 AND 52).

DAVID YONTEF, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0778

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,392,601

United States Patent and Trademark Office

Registered Oct. 10, 2000

TRADEMARK
PRINCIPAL REGISTER

GENTLE CHANGES

EASY WAY INTERNATIONAL (INDIANA COR-
PORATION)
5340 COMMERCE CIRCLE SUITE E
INDIANAPOLIS, IN 46237

CONDITIONS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46,
51 AND 52).

FIRST USE 10-17-1996; IN COMMERCE
10-18-1996.

FOR: TOPICAL CREAM CONTAINING PRO-
GESTERONE FOR THE TREATMENT OF DRY SKIN

SER. NO. 75-515,692, FILED 4-1-1999.

TRACY FLETCHER, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0779

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 3,612,153

Registered Apr. 28, 2009

TRADEMARK
PRINCIPAL REGISTER

GLABRINEX

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
4610 ARROWHEAD DR.
CARSON CITY, NV 897062017

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: DIETARY SUPPLEMENTS. IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

SER. NO. 77-575,150, FILED 9-21-2008.

FIRST USE 9-19-2008; IN COMMERCE 9-19-2008.

HEATHER THOMPSON, EXAMINING ATTORNEY



TRADEMARK
REEL: 004285 FRAME: 0780

United States of America

United States Patent and Trademark Office

Herbalcidin

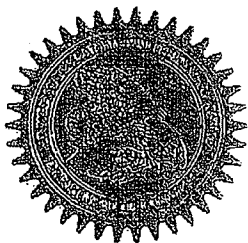
Reg. No. 3,695,842 VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
Registered Oct. 13, 2009 4610 ARROWHEAD DR.
CARSON CITY, NV 89706

Int. Cl.: 5 FOR: DIETARY SUPPLEMENTS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

TRADEMARK FIRST USE 4-1-2009; IN COMMERCE 4-1-2009.
PRINCIPAL REGISTER THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-704,479, FILED 4-1-2009.

RONALD AIKENS, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,844,549

Registered May 25, 2004

TRADEMARK
PRINCIPAL REGISTER

LIPICONTROL

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FIRST USE 10-8-1999; IN COMMERCE 10-8-1999.

SER. NO. 76-523,366, FILED 6-18-2003.

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

JOHN LINCOSKI, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0782

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

Reg. No. 2,368,757

United States Patent and Trademark Office

Registered July 18, 2000

**TRADEMARK
PRINCIPAL REGISTER**

MALE BALANCE

EASY WAY INTERNATIONAL, LTD. (DELAWARE
CORPORATION)
5340 COMMERCE CIRCLE, SUITE E
INDIANAPOLIS, IN 46237

FOR: COSMETICS, NAMELY, SKIN MOISTUR-
IZING CREAMS, IN CLASS 3 (U.S. CLS: 1, 4, 6,
50, 51 AND 52).

FIRST USE 4-0-1999; IN COMMERCE 4-0-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT
TO USE "MALE", APART FROM THE MARK AS
SHOWN.

SER. NO. 75-797,389, FILED 9-13-1999.

MICHAEL BADAGLIACCA, EXAMINING ATTOR-
NEY

Side - 1

NOTICE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF §§8 & 15 DECLARATION MAILING DATE: Jun 3, 2009	
<p>The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force. For further information about this notice, visit our website at: http://www.uspto.gov. To review information regarding the referenced registration, go to http://tarr.uspto.gov.</p>	
REG NUMBER:	2752764
MARK:	MITO-BOOST
OWNER:	VITAMIN RESEARCH PRODUCTS, INC.

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE COMMISSIONER FOR TRADEMARKS P.O. BOX 1451 ALEXANDRIA, VA 22313-1451	FIRST-CLASS MAIL U.S POSTAGE PAID
LARA PEARSON Law Office of Lara Pearson, Ltd. PMB 405 774 MAYS BLVD INCLINE VILLAGE, NV 89451	



**NOTICE OF ACCEPTANCE OF §8
DECLARATION AND §9 RENEWAL
MAILING DATE: Sep 8, 2009**

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov/>.

REG NUMBER: 2290152
MARK: PROSTACOL
OWNER: Vitamin Research Products, Inc

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,951,678

United States Patent and Trademark Office

Registered May 17, 2005

TRADEMARK
PRINCIPAL REGISTER

QUERCELAIN

VITAMIN RESEARCH PRODUCTS, INC. (NEVADA CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FOR: DIETARY SUPPLEMENT, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 4-16-2004; IN COMMERCE 4-16-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-403,055, FILED 4-16-2004.

CAROLINE WEIMER, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0786

08-23-2004 RCVD

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,870,903

United States Patent and Trademark Office

Registered Aug. 10, 2004

**TRADEMARK
PRINCIPAL REGISTER**

SILENT SLUMBER

VITAMIN RESEARCH PRODUCTS, INC. (NEVA-
DA CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SILENT" OR "SLUMBER", APART
FROM THE MARK AS SHOWN.

FOR: DIETARY SUPPLEMENT FOR THE RE-
DUCTION OF SNORING, IN CLASS 5 (U.S. CLS. 6, 18,
44, 46, 51 AND 52).

SER. NO. 76-451,473, FILED 9-16-2002.

FIRST USE 9-12-2002; IN COMMERCE 9-12-2002.

JULIA HARDY COFIELD, EXAMINING ATTOR-
NEY

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

United States Patent and Trademark Office

Reg. No. 2,443,253
Registered Apr. 10, 2001

TRADEMARK
PRINCIPAL REGISTER

SWEET SATISFACTION

EASY WAY INTERNATIONAL, LTD. (DELA-
WARE CORPORATION)
5340 COMMERCE SQUARE CIRCLE, SUITE E
INDIANAPOLIS, IN 46237

FIRST USE 1-23-1999; IN COMMERCE 1-25-1999.

SN 75-637,959, FILED 2-11-1999.

FOR: NUTRITIONAL SUPPLEMENTS, IN CLASS
5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

VERNA BETH RIRIE, EXAMINING ATTORNEY

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

United States Patent and Trademark Office

Reg. No. 2,572,079

Registered May 21, 2002

TRADEMARK
PRINCIPAL REGISTER

ULTIMATE DESIRE

EASY WAY INTERNATIONAL, INC. (DELA-
WARE CORPORATION)
5340 COMMERCE SQUARE CIRCLE, SUITE E
INDIANAPOLIS, IN 46237

FIRST USE 6-0-2000; IN COMMERCE 6-0-2000.

SN 76-052,869. FILED 5-22-2000.

FOR: NUTRITIONAL SUPPLEMENTS, NAMELY
APHRODISIAC CAPSULES, IN CLASS 5 (U.S. CLS. 6,
18, 44, 46, 51 AND 52).

AISHA CLARKE, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0789



United States Patent and Trademark Office

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Typed Drawing

Word Mark	ULTIMATE DESIRE
Goods and Services	IC 005. US 006 018 044 046 051 052. G & S: NUTRITIONAL SUPPLEMENTS, NAMELY APHRODISIAC CAPSULES. FIRST USE: 20000600. FIRST USE IN COMMERCE: 20000600
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76052869
Filing Date	May 22, 2000
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	April 10, 2001
Registration Number	2572079
Registration Date	May 21, 2002
Owner	(REGISTRANT) Easy Way International, Inc. CORPORATION DELAWARE 5340 Commerce Square Circle, Suite E Indianapolis INDIANA 46237
	➔ (LAST LISTED OWNER) VITAMIN RESEARCH PRODUCTS, INC. CORPORATION NEVADA 4610 ARROWHEAD DRIVE ROBERT WATSON PRESIDENT CARSON CITY NEVADA 89706
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Lara Pearson
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 2,634,859

United States Patent and Trademark Office

Registered Oct. 15, 2002

TRADEMARK
PRINCIPAL REGISTER

UNIQUE SWEET

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SWEET", APART FROM THE
MARK AS SHOWN.

FOR: DIETARY SUPPLEMENT USED AS AN
ALTERNATIVE TO SUGAR, IN CLASS 5 (U.S. CLS.
6, 18, 44, 46, 51 AND 52).

SER. NO. 76-319,870, FILED 10-1-2001.

FIRST USE 8-24-2001; IN COMMERCE 8-24-2001.

JASON ROTH, EXAMINING ATTORNEY



**NOTICE OF ACCEPTANCE AND
ACKNOWLEDGEMENT OF §§8 & 15
DECLARATION
MAILING DATE: Sep 10, 2009**

The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>.
To review information regarding the referenced registration, go to <http://tarr.uspto.gov/>.

REG NUMBER: 2873244
MARK: VITAMIN RESEARCH PRODUCTS
OWNER: Vitamin Research Products

Int. Cl.: 35

09-22-2004 RCVD

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,880,703

Registered Sep. 7, 2004

SERVICE MARK
PRINCIPAL REGISTER



Vitamin
Research
Products

VITAMIN RESEARCH PRODUCTS (NEVADA
CORPORATION)
3579 HIGHWAY 50 EAST
CARSON CITY, NV 89701

FOR: WHOLESALE DISTRIBUTORSHIPS FEATURING DIETARY SUPPLEMENTS; RETAIL SHOPS FEATURING DIETARY SUPPLEMENTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-1-1999; IN COMMERCE 1-1-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "VITAMIN" AND "PRODUCTS", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE LETTERS VRP IN A CIRCLE, WITH THE WORDS VITAMIN RESEARCH PRODUCTS APPEARING NEXT TO THE VRP SYMBOL.

SER. NO. 76-413,744, FILED 5-28-2002.

BRENDAN MCCAULEY, EXAMINING ATTORNEY

TRADEMARK

REEL: 004285 FRAME: 0793

REDACTED