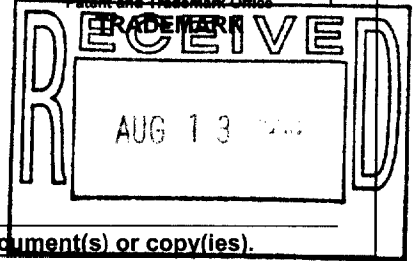


*mtd*  
*8-13-99*

08-18-1999



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12301998

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

08/17/1999 MTHA11 00000351 1790110

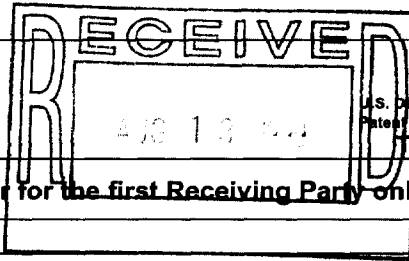
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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (480) 425-2600

Name

James W. Armstrong

Address (line 1)

Sacks Tierney P.A.

Address (line 2)

4250 North Civic Center Boulevard

Address (line 3)

Fourth Floor

Address (line 4)

Scottsdale, AZ 85251-3900

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


1790110		

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James W. Armstrong

Name of Person Signing

Signature

AUGUST 13 1999

Date Signed

**AGREEMENT TO ASSIGN AND LICENSE BACK TRADEMARK**

This Agreement to Assign and License Back Trademark (the "Agreement") is made and entered into this 30 day of December, 1998, by and between Twenty-First Century Nutritional Products, Inc., an Arizona corporation ("Nutritional Products") and Twenty-First Century Laboratories, Inc., an Arizona corporation ("Laboratories").

**R E C I T A L S**

A. Nutritional Products and Laboratories are related, for-profit corporations.

B. Nutritional Products is the owner of the trademark shown on Exhibit A attached hereto, which was registered in the United States Patent and Trademark Office on August 31, 1993 under Registration No. 1,790,110 (the "Registered Mark").

C. Nutritional Products currently uses the Registered Mark to market various nutritional supplements, vitamins, herbal remedies and other products manufactured by Laboratories.

D. Nutritional Products desires to assign all of its ownership rights, title and interest in the Registered Mark to Laboratories, and Laboratories desires to simultaneously license back to Nutritional Products the right to continue using the Registered Mark on the products marketed by Nutritional Products.

**A G R E E M E N T**

NOW, THEREFORE, in consideration of the mutual promises and covenants agreed to herein, Nutritional Products and Laboratories agree as follows:

1. Incorporation of Recitals: Nutritional Products and Laboratories hereby acknowledge the correctness and accuracy of the foregoing Recitals, which are fully incorporated by this reference into the terms of this Agreement.

2. Effective Date: None of the assignment, licensing and other provisions of this Agreement shall become effective unless and until this Agreement is duly recorded in the United States Patent and Trademark Office.

3. Assignment of Registered Mark: For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Nutritional Products hereby assigns to Laboratories, and Laboratories accepts, all of Nutritional Products' right, title and interest in and to the Registered Mark, together with the goodwill of the business symbolized by the Registered Mark.

4. Grant of License: For an annual licensing fee of One Hundred Dollars (\$100.00) and other good and valuable consideration, Laboratories hereby grants to Nutritional Products, and Nutritional Products accepts, a nonexclusive, nontransferable and personal license to use the Registered Mark throughout the United States of America solely in connection with the distribution, sale, marketing and advertisement of nutritional supplements, vitamins, herbal remedies and other products manufactured by Laboratories (the "Goods").

5. Term of License: Subject to the provisions of Section 10 of this Agreement, the license granted to Nutritional Products to use the Registered Mark shall continue in force so long as Laboratories continues to manufacture all or any portion of the Goods for distribution by Nutritional Products.

6. Quality Control: The Registered Mark shall be used by Nutritional Products only with respect to such Goods as shall be approved by Laboratories. Laboratories agrees that the nature and quality of (a) all services and Goods rendered by Nutritional Products in connection with the Registered Mark, (b) all Goods distributed or sold by Nutritional Products under the Registered Mark, and (c) all related advertising, promotional and other related uses of the Registered Mark by Nutritional Products shall conform to standards set by, and be under the control of, Laboratories. Nutritional Products agrees to cooperate with Laboratories in facilitating Laboratories' control of the nature and quality of the Goods in connection with which the Registered Mark is used, to permit reasonable periodic inspections of Nutritional Products' operations, and to supply Laboratories with specimens of all uses of the Registered Mark upon request.

7. Use of the Registered Mark by Nutritional Products: Nutritional Products agrees that it will display the Registered Mark only in such form or manner as shall be specifically approved by Laboratories. Nutritional Products also shall cause to appear on all materials on or in connection with which the Registered Mark is used, such legends, markings and notices as Laboratories may request in order to give appropriate notice of any trademark rights therein. Nutritional Products further acknowledges that all uses of the Registered Mark by Nutritional Products and all goodwill developed therefrom shall inure to the benefit of Laboratories. Nutritional Products agrees that nothing in this Agreement shall give Nutritional Products any right, title or interest in the Registered Mark other than the licensed right to use the Registered Mark in accordance with this Agreement, and Nutritional Products agrees that it will not attack the title of Laboratories to the Registered Mark or attack the validity of this Agreement.

8. Infringement: Laboratories shall have the sole right to bring any action on account of any actual or threatened infringements, imitations, or unauthorized use of the Registered Mark by third parties, and Nutritional Products shall cooperate with Laboratories, as Laboratories may reasonably request, in

connection with any such action brought by Laboratories. Laboratories shall retain any and all damages, settlements and/or compensation paid in connection with any such action brought by Laboratories.

9. Assignments and Sublicensing: Laboratories may freely assign all or any portion of its rights under the license granted to Nutritional Products herein. Nutritional Products may not assign or sublicense any of its rights under the license granted herein without the prior written consent of Laboratories.

10. Termination of License: Each party to this Agreement shall have the right to terminate the license granted to Nutritional Products hereunder upon thirty (30) days' written notice to the other party. In addition, Laboratories shall have the right to terminate said license effective immediately upon Nutritional Products' receipt of written notice from Laboratories in the event of any affirmative act of insolvency by Nutritional Products, or upon the appointment of any receiver or trustee to take possession of the properties of Nutritional Products, or upon the winding up, sale, consolidation, merger, or any sequestration by governmental authority of Nutritional Products, or upon any breach of any of the duties and obligations of Nutritional Products under this Agreement. Upon the expiration or termination of the license granted to Nutritional Products herein, Nutritional Products agrees to immediately discontinue all uses of the Registered Mark and any terms, symbols or logos confusingly similar thereto, to destroy all printed materials which bear the Registered Mark, and that all rights in the Registered Mark and the goodwill connected therewith shall remain the property of Laboratories.

11. Additional Acts and Documents: The parties agree to execute any further documents and to perform any additional acts necessary to effectuate and implement the purposes of this Agreement.

12. Modifications and Waiver: This Agreement constitutes the entire agreement between the parties as to the subject matter herein, and no covenants, promises, representations or warranties have been made or are being relied upon by either party except as expressly set forth herein. This Agreement supersedes any prior understandings and agreements, written or oral, respecting the subject matter hereof. No provision of this Agreement may be waived, modified or altered except in a writing executed by all of the parties hereto.

13. Choice of Law and Venue: All aspects of this Agreement, including without law, its enforcement, interpretation and validity, shall be governed by Arizona law (or, where applicable, federal law). In any litigation subsequently arising out of this Agreement, jurisdiction and venue shall exclusively lie in the State or Federal Courts of Maricopa County, Arizona.

14. Authority: Each party warrants that it has the authority to enter into this Agreement, and that the person signing on its behalf is duly authorized to do so.

15. Successors and Assigns: This Agreement is and shall be binding upon the successors and assigns of each of the parties.

IN WITNESS WHEREOF, Nutritional Products and Laboratories have executed this Agreement on the day and year first above written.

TWENTY-FIRST CENTURY NUTRITIONAL PRODUCTS, INC., an Arizona corporation

By Steven P. Snyder  
Steven P. Snyder  
Its: President

TWENTY-FIRST CENTURY LABORATORIES, INC., an Arizona corporation

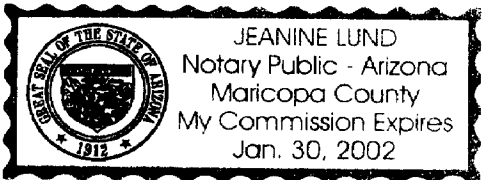
By Steven P. Snyder  
Steven P. Snyder  
Its: President

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 30 day of DECEMBER, 1999, personally appeared Steven P. Snyder, known to me to be the President of Twenty-First Century Nutritional Products, Inc., an Arizona corporation, and acknowledged that he executed the foregoing Agreement on behalf of said corporation and pursuant to authority duly received.


Jeanine Lund  
Notary Public

My Commission Expires:  
Jan 30, 2002



STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

On this 30 day of December, 1998, personally appeared Steven P. Snyder, known to me to be the President of Twenty-First Century Laboratories, Inc., an Arizona corporation, and acknowledged that he executed the foregoing Agreement on behalf of said corporation and pursuant to authority duly received.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Jan 30, 2002

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