

02-08-2000

Client Code: ANABOLI.085GEN



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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Christos Richards

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

Name: Anabolic Laboratories, Inc., a California corporation
Internal Address:
Street Address: 26061 Commercentre Drive
City: Lake Forest **State:** California **ZIP:** 92631

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other:

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)

Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 30, 1999

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,807,833

Additional numbers attached? Yes No

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

Name: Douglas G. Muehlhauser, Esq.
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: ANABOLI.085GEN

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

9. 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.

Douglas G. Muehlhauser
Name of Person Signing

Signature

Date

11/5/00

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

Mail documents to be recorded with required cover sheet information to:

02/08/2000 DMGUYEN 00000101 1807833

01 FC:481

40.00 DP

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010500

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002017 FRAME: 0885

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of December 30, 1999, by and between Christos Richards, an individual having a residence at 213 Avenida Flores Thousand Oaks CA (hereinafter referred to as "ASSIGNOR"), and Anabolic Laboratories, Inc., a California corporation, having a place of business at 26061 Commercentre Drive, Lake Forest, CA 92631 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of his knowledge and belief, the owner of the trademark NEXIUM, including U.S. Trademark Registration No. 1,807,883 registered November 30, 1993 and all other rights appurtenant thereto, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark worldwide and ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest in and to the Trademark worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest in and to the Trademark, together with the goodwill symbolized by said Trademark, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

ASSIGNOR hereby warrants and represents that he is authorized to enter into this agreement and that there are no other agreements, licenses, trademark applications, claims by any party or understandings which are in conflict or inconsistent with the rights granted to ASSIGNEE herein. ASSIGNOR agrees to provide reasonable assistance, if needed, to execute any and all documents necessary to place said Trademark in good standing, including completing a Declaration Under Sections 8 and 15, and agrees not to adopt or use any mark, internet domain name, or other designation, including the term NEXIUM.

ASSIGNEE agrees that if it, either alone or in conjunction with another entity, creates a company called NEXIUM.COM and seeks an initial public offering ("IPO") for such a company, ASSIGNEE shall grant ASSIGNOR five percent (5%) of the total shares existing in that company at the time of the IPO, the total including any and all shares created for the IPO.

Executed at Los Angeles California this 30 day of December, 1999.

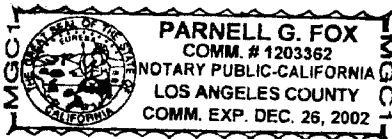
By: [Signature]
CHRISTOS RICHARDS

STATE OF California
COUNTY OF Los Angeles

On Dec 30, 1999, before me, Christos Richards, personally appeared Christos Richards personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



[Signature]
Signature

NO. 412 P. 3/5

RECORDED: 01/10/2000

KMOB

TRADEMARK

REEL: 002017 FRAME: 0886

DEC. 30. 1999 11:00AM