

03/07/00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

04-10-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

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**OPR/FINANCE 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
  - Change of Name
  - Other
- Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

04/10/2000 JSHABAZZ 00000292 75364580

**FOR OFFICE USE ONLY**

01 FC:481  
02 FC:482 40.00 OP  
175.00 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. 20503

**TRADEMARK**  
REEL: 002046 FRAME: 0216

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

<input type="text" value="75364580"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1902118"/>	<input type="text" value="1899568"/>	<input type="text" value="1912727"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1907926"/>	<input type="text" value="1889143"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1986283"/>	<input type="text" value="1933869"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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

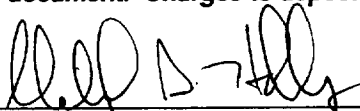
No

**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.

Michael D. Hobbs, Jr., Esq.

Name of Person Signing



Signature

3/7/00

Date Signed

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 28 day of Feb., 2000, by and between Japan Health Summit, Inc., a Japanese corporation, doing business at 6200 Winward Parkway, Alpharetta, Georgia 30202-4193 ("Assignor"), and Seaborn, LLC, a Hawaii limited liability corporation, doing business at 1215 Center Street, Suite 220, Honolulu, Hawaii 96816 ("Assignee").

**WITNESSETH**

WHEREAS, Assignor has adopted and used and is the owner of the marks set forth on Schedule A and Schedule B attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Application (the "Application") set forth on Schedule A and the Registrations (the "Registrations") set forth on Schedule B; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks, the Application and the Registrations;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee as the successor of the business identified by the Marks, all right, title and interest in and to the Marks, the Application and the Registrations, together with the goodwill of the business symbolized by the Marks, the Application and the Registrations, along with the right to recover for damages and profits and other remedies for past infringement of the Marks, the Application and the Registrations.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, the Application and the Registrations, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

0512354.01

受印時刻

2月25日 14時13分

This 28 day of February, 2000.

"ASSIGNOR"

Japan Health Summit, Inc.

By: Brian J Taylor  
Name: BRIAN J TAYLOR  
Title: PRESIDENT

受信時刻 2月25日 14時13分

TOTAL P.05

## Business Transfer Agreement

**Transferor : Kabushiki Kaisha Japan Health Summit**

Represented by :

Brian Thomas Taylor

Representative Director

Address :

2-14-24, Honcho, Aoba-Ku, Sendai-Shi,

Miyagi-Ken 980-8407, JAPAN

(hereinafter referred to as the "Transferor")

**Transferee : SEABORNE, LLC**

Represented by :

Roger I. Ogata

Address :

1215 Center Street Suite 220, Honolulu,

Hawaii 96816, USA

(hereinafter referred to as the "Transferee")

This Agreement is made and entered into by and between the parties set forth above.

### Article 1

The Transferor hereby agrees to transfer, free of charge, to the Transferee the business (hereinafter referred to as the "Business") and trade name set forth below, and the Transferee hereby accepts such transfer.

1. The business of the sale of the Products (as defined in the Basic Sale and Purchase Agreement set forth in Article 4 hereof) currently conducted by the transferor in the State of Georgia. However, the employees of the transferor and the business office, equipment, fixtures and the assets of the transferor, other than those provided in Article 3 hereof, shall not be transferred.
2. Trade name of "SEABORNE" (hereinafter referred to as the "Trade Name") and the logomark (hereinafter referred to as the "Trademark") which the Transferor has registered in the State of Georgia and uses for the purpose of the Business, provided, however, that the transferee shall use the Trademark only for the purpose of the Business.
3. Right to distribute to the members of "SEABORNE" the products of the Transferor.

**Article 2**

1. The Transferee shall have no responsibility regarding the liabilities of the Transferor owed before the execution of this Agreement.
2. THE TRANSFEEE SHALL HAVE THE BUSINESS TRANSFERRED FROM THE TRANSFEROR ON AN "AS IS" BASIS. THE TRANSFEEE SHALL CONDUCT THE BUSINESS AT HIS OWN RESPONSIBILITY AND FOR HIS OWN ACCOUNT, AND THE TRANSFEROR SHALL ASSUME NO RESPONSIBILITY FOR THE BUSINESS CONDUCTED BY THE TRANSFEEE. THE TRANSFEROR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE BUSINESS. THE TRANSFEEE SHALL PROCURE AT HIS OWN RESPONSIBILITY AND COST THE LEGALITY OF (i) THE TRANSFER OF THE BUSINESS FROM THE TRANSFEROR AND (ii) THE BUSINESS CONDUCTED BY THE TRANSFEEE.

**Article 3**

The Transferor shall proceed with the transfer of the Trade Name and deliver to the Transferee the books of accounts, the list of the members of SEABORNE, the promotional materials (such as pamphlets), the order forms and other documents, which are relevant to the Business and currently exist in the branch office of the transferor in the State of Georgia by April 30, 1999.

**Article 4**

If the Transferee violates the provisions of the Basic Sale and Purchase Agreement separately entered into between the Transferor and the Transferee (hereinafter referred to as the "Basic Sale and Purchase Agreement", this Agreement shall terminate at the option of the Transferor.

**Article 5**

The Transferor and the Transferee shall cooperate with each other so as to commence the Business as SEABORNE, LLC from May 1, 1999, and notify to the members of SEABORNE of the business transfer.

**Article 6**

Neither the Transferor nor the Transferee shall have any responsibility of indemnity to each other on or after the business transfer date (May 1, 1999) except as pursuant to the provisions of the Basic Sale and Purchase Agreement.

**Article 7**

This Agreement shall be governed by Japanese law. The Transferor and the Transferee hereby agree to submit to the exclusive jurisdiction of the Sendai District Court of any first trial in connection with any and all disputes relating to this Agreement.

**Article 8**

This Agreement shall be entered into in both Japanese and English. If there is any discrepancy between the Japanese version and the English version, the Japanese version shall prevail..

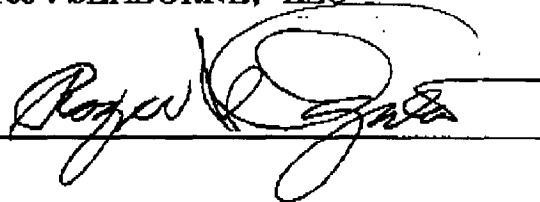
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and the Transferor and the Transferee shall retain one copy each.

April 5, 1999

Transferor : Kabushiki Kaisha Japan Health Summit



Transferee : SEABORNE, LLC



**SEABORNE, LLC**  
Suite 200  
1215 Center Street  
Honolulu, Hawaii 96816