

11-17-2000



FORM PTO-1595
1-31-92


U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECO

101519882

Docket No. 230/220 and 231/022

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

 10-30-2000 U.S. Patent & TMO/TM Mail Rpt Dt. #64 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party: Name: <u>VIVA Life Sciences, Inc.</u> Internal Address: _____ City: _____ State: _____ Zip: _____ Street Address: <u>1239 Victoria Street</u> City: <u>Costa Mesa</u> State: <u>CA</u> Zip: <u>92627</u> <input type="checkbox"/> Individual(s) Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State <u>Delaware</u> <input type="checkbox"/> Other Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Asset Transfer Agreement

Execution Dates: December 31, 1996

4. Application number(s) or Trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Applications No. _____ B. Trademark No(s): 1835126, 1835127, 1833092

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Corrine M. Freeman, Esq.</u> Internal Address: <u>LYON & LYON LLP</u> <u>633 West Fifth Street, Suite 4700</u> <u>Los Angeles, CA 90071-2066</u> Phone: <u>(213) 489-1600 or (949) 567-2300</u>	6. Total number of applications and trademarks involved: <u>3</u> 7. Total fee (37 CFR 3.41): <u>\$90.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: <u>12-2475</u>
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DO NOT USE THIS SPACE

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.

Corrine M. Freeman Date: Oct. 24, 2000
 Corrine M. Freeman, Reg No. 37,625

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 002177 FRAME: 0628

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the "Agreement") is made as of December 31, 1996, by and among VIVA America Marketing, Inc., a California corporation ("VIVA America Marketing"), Westar Holding, Inc., a Delaware corporation ("Westar"), and VIVA Life Science, Inc., a Delaware corporation ("VIVA Life Science").

RECITALS:

WHEREAS, as part of the dissolution of VIVA America Marketing, its assets are to be distributed to its shareholders;

WHEREAS, certain trademarks have been registered with the United States Trademark Office by VIVA America Marketing;

WHEREAS, Westar is a shareholder of VIVA America Marketing; and

WHEREAS, Westar desires to designate VIVA Life Science as the recipient of any trademarks, and all rights associated with such trademarks, which it is entitled to receive under such dissolution of VIVA America Marketing;

NOW, THEREFORE, the Parties agree as follows:

1. **Trademarks.** The following trademarks have been registered with the United States Trademark Office under the name of VIVA America Marketing:

- 1.1 "VIVA Guard" (Trademark Number 1835126)
- 1.2 "VIVA Kids" (Trademark Number 1833092)
- 1.3 "VIVA Concentrate" (Trademark Number 1835127)
- 1.4 "Biolecithin" (Trademark Number 2012771)
- 1.5 "Ge-Feron" (Trademark Number 2016380)
- 1.6 "Dental Fresh" (Trademark Number 1914426)
- 1.7 "Lipoguard" (Trademark Number 2131182)
- 1.8 "VIVA Max Plus" (Trademark Number 2111086)
- 1.9 "AHA Activator" (Trademark Number 2108068)

- 1.10 "VIVA LIFE" (Trademark Number 2053408)
- 1.11 "BIOGARLIC" (Trademark Number 2084448)
- 1.12 "BIODOPHILUS" (Trademark Number 2012772)
- 1.13 "GERMANIUM FERON" (Trademark Number 2075952)
- 1.14 "VIVA PURITY" (Trademark Number 74458894)
- 1.15 "VIVA GREEN BARLEY" (Trademark Number 1821955)
- 1.16 "VIVA FOR LIFE" (Trademark Number 1823566)
- 1.17 "VIVA SHIELD" (Trademark Number 1821954)
- 1.18 "OXYPOWER" (Trademark Number 1701369)
- 1.19 "SPRINT" (Trademark Number 1701368)
- 1.20 "VIVA TIMES" (Trademark Number 1576349)
- 1.21 "VIVA AMERICA" (Trademark Number 1586450)
- 1.22 "EZ SLIM" (Trademark Number 75062453)
- 1.23 "LIQUIK" (Trademark Number 1697335)
- 1.24 "DRINK FOR LIFE" (Trademark Number 1697334) (collectively, "Trademarks")

2. **Distribution of Trademarks.** As part of the dissolution of VIVA America Marketing, Westar shall be entitled to receive each and every one of the Trademarks, including any and all rights associated with such the ownership and use of such Trademarks.

3. **Transfer of Trademarks.** Westar hereby instructs VIVA America Marketing to immediately and directly transfer Trademarks, including any and all rights associated with Trademarks, directly to its designee, VIVA Life Science. VIVA America Marketing shall take whatever steps necessary to effect the transfer of Trademarks to VIVA Life Science.

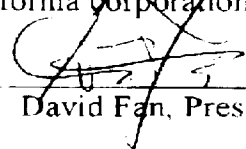
4. **Future Distributions.** The terms of this Agreement shall not limit or restrict the future distribution of any additional assets to Westar, or its designee, as part of the dissolution of VIVA America Marketing.

5 Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of the Parties hereto, shall be governed by the laws of the State of California.

Executed at Costa Mesa, California on the date first written above.

"VIVA AMERICA MARKETING"

VIVA America Marketing, Inc.,
a California corporation

By: 
David Fan, President

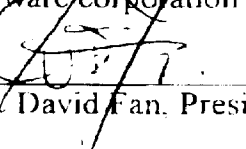
"WESTAR"

Westar Holding, Inc., a Delaware
corporation

By: 
David Fan, President

"VIVA LIFE SCIENCE"

VIVA Life Science, Inc.,
a Delaware corporation

By: 
David Fan, President