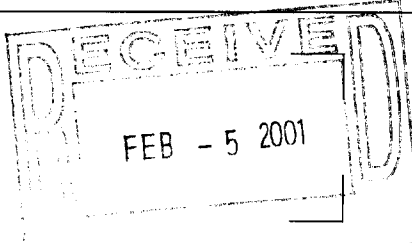


02-14-2001



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U.S. Department of Commerce  
Patent and Trademark Office  
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25-01

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

#### Submission Type

- New
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#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

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- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

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Name

DBA/AKA/TA

Composed of

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Zip Code

- Individual  General Partnership  Limited Partnership
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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.)

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Enter for the first Receiving Party only.

Name

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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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<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.

Joel S. Echols

Name of Person Signing



Signature

1/31/2001

Date Signed

## AGREEMENT

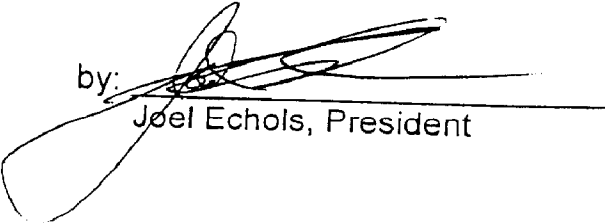
This agreement dated the 16th day of November 2000 is by and between William James LLC (hereinafter "WJ") of 737 Post Street #1226, San Francisco, CA 94109 USA and Lee Pharmaceuticals (hereinafter "Lee") of 1434 Santa Anita Avenue, South El Monte, CA 91733 USA. The primary purpose of this agreement is the sale of the brand **TearGard®** to WJ from Lee. TearGard is an over-the-counter ophthalmic artificial tear product.

The following provisions apply:

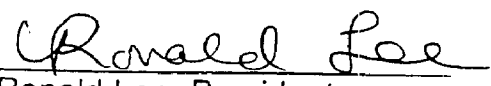
1. For the sum total of US Dollars 10,600 – Lee will transfer all ownership of this brand to WJ by November 30<sup>th</sup>, 2000.
2. WJ will pay this sum to Lee via wire transfer of funds to the bank account as specified by Lee; such funds to be wired by NutraHealth Ltd (an affiliate of WJ) from Lloyds TSB Bank in the UK.
3. Lee will handle the assignment of the TearGard US Trademark to William James LLC with appropriate documentation to the United States Patent & Trademark Office. Such assignment to be commenced after the signing of this agreement; with completion by 31 December 2000. Copies of this documentation will be forwarded to WJ.
4. All other material matter pertaining to this brand will be forwarded to WJ, within 15 days after the signing of this agreement.
5. WJ will have full and exclusive global ownership of this brand to the extent Lee received when they acquired the brand, to include all manufacturing formulas, packaging artwork, promotional and marketing materials, customer lists, any previous regulatory, legal, trademark/patent filings and other related data and material, as is known to Lee on the date of the execution of this agreement.
6. Lee, its employees, consultants and assigns will maintain confidentiality of all non-public information as relates to this brand, for a period of not less than 10 years.
7. Lee will advise the inquiring parties, on all inquiries related to TearGard, that this brand is now owned by WJ; by advising the most current contact information for WJ, which WJ will furnish to Lee.
8. If any disputes to this agreement arise between the two parties, an amicable settlement will be attempted in good faith. If such settlement is not reached within 30 days after first such notice of a dispute, then both parties agree to binding arbitration of the American Arbitration Association.
9. The Laws of the State of California will govern this agreement.
10. Both signatories attest they have the authority to bind their respective companies.

**AGREED**

for William James LLC:

by:   
Joel Echols, President

for Lee Pharmaceuticals:

by:   
Ronald Lee, President

RECORDED: 02/05/2001

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