



101624692

Tab settings

To the Honorable Commissioner of Patents and Trademarks, and the assigned original documents or copy thereof.

1. Name of conveying party(ies):

Eleusipo J. Labrada

2.20.01

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

Execution Date: October 25, 2000

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

Name: Labrada Bodybuilding Nutrition, Inc.

Internal Address: _____

Street Address: 14850 Woodham Drive, Suite B-135

City: Houston State: TX ZIP: 77073

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic designation is (Designations must be a separate document from Additional name(s) & address(es) Yes No

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DIVISION

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

A. Trademark Application No.(s)

75/938,300

03/01/2001 GTON11 00000124 75938300

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Additional numbers

B. Trademark Registration No.(s)

2,334,903

2,328,090

Yes No

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

Name: Carol M. Nielsen

Internal Address: Patent Section

Street Address: Gardere Wynne Sewell LLP

1601 Elm Street, Suite 3000

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-0153

Refund Ref: 03/01/2001 GTON11 0000102509

DO NOT USE THIS SPACE

CHECK Refund Total: \$30.00

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.

Carol M. Nielsen

Name of Person Signing

Carol M. Nielsen

Signature

Feb. 16, 2001

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement"), made this 25th day of October, 2000, (the "Effective Date"), is between Eleusipo J. Labrada, ^(Licensor) an individual residing in the State of Texas, and Labrada Bodybuilding Nutrition, Inc., ("Licensee"), a corporation organized and existing under the laws of Texas, having a place of business at 403 Century Plaza Drive, Suite 440, Houston, Texas 77073.

WHEREAS, Licensor is the owner by assignment of certain trademarks and service marks listed on Schedule A of this Agreement, incorporated herein for all purposes (the "Marks");

WHEREAS, Licensor is the owner by assignment of certain rights of publicity in the name and likeness of Eleusipo J. Labrada (the "Identity Rights of Labrada") by virtue of an assignment dated

Dec. 29, 2000;

WHEREAS, Licensor desires to grant to Licensee the exclusive right to use the Marks and the Identity Rights of Labrada in connection with Licensee's business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee desires to obtain the exclusive right to use the Marks and the Identity Rights of Labrada on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I - Grant

1.01 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, world-wide right and license to use the Marks and the Identity Rights of Labrada in connection with the advertising, packaging, and business of Licensee, including, but not limited to, use in connection with the operation, manufacture, sales, advertising, and promotion of nutritional supplements, vitamins, minerals and food products, and use in connection with the conduct and operation of other business ventures which Licensee may engage in from time-to-time in the future.

1.02 Licensor shall pay a royalty of \$ _____ this Agreement and on each anniversary thereafter of the Effective _____.

Article II - Ownership

2.01 Licensee recognizes the great value of the good will associated with the Marks and the Identity Rights of Labrada and acknowledges that the Marks, the Identity Rights of Labrada and all rights therein and goodwill pertaining thereto belong exclusively to Licensor. Any rights in the Marks or the Identity Rights of Labrada arising from Licensee's use shall enure to the benefit of the Licensor.

Article III - Quality Control

3.01 Licensee agrees to meet all quality standards, specifications, and instructions established by Licensor for the manufacture, use, and sale of products or services under the Marks and the Identity Rights of Labrada licensed in this Agreement. The quality standards, specifications, and instructions under this paragraph shall be substantially the same as those established by Labrada Bodybuilding Nutrition, Inc., Eleusipo J. Labrada, and/or Labrada Nutritional Systems, Inc., respectively, at the time these entities assigned their respective trademark and publicity rights to the Licensor.

3.02 Licensor and his representatives shall have the right to visit Licensee's place of business for the purpose of inspecting Licensee's business operations to ensure compliance with the quality standards, specifications, and instructions. Licensee agrees to remedy promptly any quality deviations revealed during the course of such visits by Licensor. Failure by Licensee to do so will be a breach of this Agreement.

Article IV- Term and Termination

4.01 The term of this Agreement shall commence as of the Effective Date and shall continue indefinitely, unless sooner terminated in accordance with other provisions herein.

4.02 If Licensee shall violate any of its material obligations under this Agreement, Licensor shall have the right to terminate this Agreement by giving Licensee written notice of such breach and intent to terminate this Agreement. The notice shall describe the cause and nature of the breach sufficient in sufficient detail to allow cure by Licensee. Upon receipt of such written notice, Licensee shall have ninety (90) days to cure such breach, unless such breach is of a nature that it cannot be reasonably cured within ninety (90) days. In such event, Licensee shall be given a reasonable period of time to cure the breach. This Agreement and the license granted herein shall automatically terminate at the end of the ninety-day or reasonable period, as the case may be, if the breach is not timely cured.

4.03 In the event of a change of ownership in or control of Licensee, other than a transfer under Article 5 of this Agreement, this Agreement and the license granted herein shall automatically terminate without notice.

4.04 The license granted under this Agreement may be terminated by Licensor or Licensee on one (1) day's written notice.

4.05 Upon termination of this Agreement for any reason, Licensor shall remain the sole owner of the Marks and the Identity Rights of Labrada and Licensee shall assert no rights therein and shall discontinue the use of the Marks and the Identity Rights of Labrada, provided that for a period of ninety (90) days after termination of this Agreement, or such longer period as shall be reasonably necessary and mutually agreed to by the parties, Licensee may continue to use the Marks and the Identity Rights of Labrada for the disposal of existing stocks of products or the winding up of Licensee's business conducted under the rights granted by this Agreement.

Article V - Transfer

5.01 This Agreement, and the license granted, will not be assigned, sublicensed, or otherwise transferable by Licensee without the prior written consent of Licensor.

Article VI - Miscellaneous

6.01 Any communication required or permitted to be given hereunder shall be in writing, and until a notice of change of address shall have been given to the parties to this Agreement, such communication shall be deemed given when sent by registered or certified mail and addressed as follows:

If to Licensee: Labrada Bodybuilding Nutrition, Inc.
14850 Woodham Drive, Suite B-135
Houston, Texas 77073

If to Licensor: Eleusipo J. Labrada
21303 Glen Willow Drive
Tomball, Texas 77375

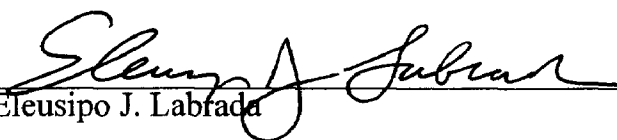
6.02 This Agreement constitutes the full and complete Agreement between the parties and supersedes all preexisting agreements, if any, between them relating to the subject matter of this Agreement.

6.03 In the event that a court of competent jurisdiction holds that any particular provision or requirement of this Agreement is in violation of any applicable law or is otherwise unenforceable, this Agreement shall be construed as if such provision or requirement were not written into this Agreement, whereupon the parties shall use reasonable efforts to agree upon a modification of such provision or requirement to comply with any applicable law, treaty, or regulation.

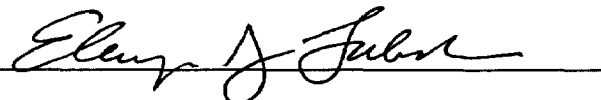
6.04 This Agreement is to be construed as an Agreement made in Harris County, Texas, and in accordance with the laws of the State of Texas, and the parties hereby irrevocably submit to the jurisdiction of the courts of that State. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Federal or State Courts in Harris County, Texas.

6.05 If this Agreement is terminated by its own terms or for breach, the provisions of paragraphs 4.05 and 6.04 shall survive.

EXECUTED on the dates set forth below.

By: 
Eleusipo J. Labrada

Date signed: 10/25/00

By: 
Labrada Bodybuilding Nutrition, Inc.

Date signed: 10/25/00

SCHEDULE A

United States Trademarks:

<u>Mark</u>	<u>U.S. Trademark Application Serial/Registration No.</u>	<u>Date</u>
LABRADA	Reg. No. 2,334,903	March 28, 2000
LABRADA (stylized)	Reg. No. 2,328,090	March 14, 2000
LABRADA	App. Ser. No. 75/938,300	March 8, 2000

Texas Trademarks:

<u>Mark</u>	<u>Texas Trademark Registration No.</u>	<u>Date</u>
LABRADA	Reg. No. 58,159	October 16, 1998