

5/13/02

05-23-2002

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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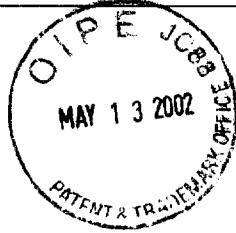
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102100955

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

1. Name of conveying party(ies):

Richard T. Joseph, Inc.



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

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: **Novartis AG**

Internal Address: \_\_\_\_\_

Street Address: **35 Lichtstrasse, CH-4056**

City: **Basel** Country **Switzerland**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Switzerland**
- 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) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: **April 3, 2002**

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) **2167967**

Additional numbers attached?  Yes  No

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

Name: **Mary F. Leheny**

Internal Address: **Patent and Trademark Department**

Street Address: **564 Morris Avenue**

City: **Summit** State: **NJ** Zip: **07901-1027**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) .....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-0430**

(Attach duplicate copy of this page if paying by deposit account)

**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.

**Mary F. Leheny**  
Name of Person Signing

*Mary F. Leheny*  
Signature

**May 8, 2002**  
Date

Total number of pages including cover sheet, attachments, and document: **6**

05/23/2002 TDIAZ1 0000050 500430 2167967  
01 FC:441 40.00 CH

DESIGNATION OF DOMESTIC REPRESENTATIVE

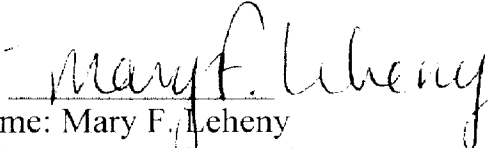
Mark: WELLNET

Registration No.: 2,167,967

Assignee: Novartis Nutrition AG

Novartis Pharmaceuticals Corporation, whose postal address is 564 Morris Avenue, Summit, New Jersey 07901-1027, is hereby designated assignee's domestic representative upon whom notice or process in proceedings affecting the mark may be served.

NOVARTIS AG

By   
Name: Mary F. Leheny  
Title: Attorney for Registrant  
Date: May 8, 2002

Novartis Pharmaceuticals Corporation  
564 Morris Avenue  
Summit, NJ 07901-1027

### Trademark Assignment

This Trademark Assignment, dated as of April 3, 2002, between Richard T. Joseph, Inc. ("Assignor") a Florida corporation doing business at 1111 N. Gulfstream Avenue, #1504, Sarasota, Florida 34236, United States, and Novartis AG, a Swiss corporation ("Assignee") doing business at Lichtstrasse 35, Basel CH-4056, Switzerland.

WHEREAS Assignor is the owner of the entire, right, title and interest in and to the U.S. trademark WELLNET, Reg. No. 2167967, including registration therefor (hereinafter the "Product Trademark"); and

WHEREAS Assignee desires to acquire Assignor's, and its direct or indirect subsidiaries' and affiliates', entire right, title and interest in and to the Product Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Product Trademark which is owned by Assignor in the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations and the right to renew the trademark registration for the Product Trademark, and all convention and treaty rights based on the Product Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used fully and entirely as said rights would have held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Product Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. Assignor hereby authorizes the empowered officials of the United States to transfer the registration for said Product Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of April 3, 2002.

RICHARD T. JOSEPH INC.

Date: 4/3/02

By: Keith Hancock Simlari  
Name:  
Title: Pres.

NOVARTIS AG

Date: 5/1/02

By: Mary F. Leheny  
Name: Mary F. Leheny  
Title: Sector Trademark + Copyright Counsel