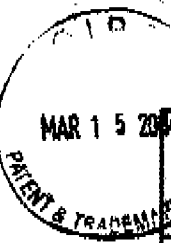


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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 10/02)

Tab settings

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LS7 Products, LLC (d/b/a Isatori Global Technologies, LLC)

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

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

3. Nature of conveyance:

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

Execution Date: February 1, 2004

2. Name and address of receiving party(ies)

Name: Nutros.Com, LLC

Internal

Address:

Street Address: 15000 W. 6th Ave., #202

City: Golden State: CO Zip: 80401

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

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

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

A. Trademark Application No.(s) 78211141

B. Trademark Registration No.(s) 2758831

Additional number(s) attached Yes No

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

Name: David N. Schachter

Internal Address: Sherman & Howard L.L.C.

Street Address: 633 17th St., Ste. 3000

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

David N. Schachter

Name of Person Signing

Signature

3/5/04

Date

Total number of pages including cover sheet, attachments, and document: 1

03/17/2004 METRICHE 00000143 78211141

All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:0521
02 FC:0522

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25.00 EP

700115356

TRADEMARK
REEL: 002939 FRAME: 0269

**ATTACHMENT TO SECTION 2 OF RECORDATION FORM COVER SHEET
ADDITIONAL NAMES OF ASSIGNEES**

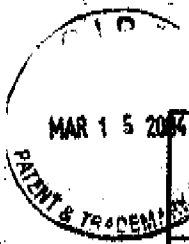
The following are additional Assignees (receiving parties) under Section 2 of the Recordation Form Cover Sheet:

Shawn Phillips, an individual
15000 W. 6th Ave., #202
Golden, CO 80401

03-18-2004

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2) \$



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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 10/02) COMB No. 0651-0027 (exp. 10/02) Tab settings

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

1. Name of conveying party(ies):

LS7 Products, LLC (d/b/a Isatori Global Technologies, LLC)

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 1, 2004

2. Name and address of receiving party(ies)

Name: Nutros.Com, LLC

Internal Address:

Address:

Street Address: 15000 W. 6th Ave., #202

City: Golden State: CO Zip: 80401

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

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

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

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Street Address: 633 17th St., Ste. 3000

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

David N. Schachter

Name of Person Signing

Signature

3/5/04

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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**ATTACHMENT TO SECTION 2 OF RECORDATION FORM COVER SHEET
ADDITIONAL NAMES OF ASSIGNEES**

The following are additional Assignees (receiving parties) under Section 2 of the Recordation Form Cover Sheet:

Shawn Phillips, an individual
15000 W. 6th Ave., #202
Golden, CO 80401

COLLATERAL TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment"), is made as of February 1, 2004, by and between LS7 Products, LLC also d/b/a Isatori Global Technologies, LLC ("Assignor"), and Nutros.com, LLC and Shawn Phillips (collectively, "Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to a certain Security Agreement, dated February 1, 2004 (together with any and all amendments now or hereafter made thereto, hereinafter called the "Security Agreement"), which provides for the grant by Assignor to Assignee of a security interest in all of Assignor's assets, including, without limitation, its U.S. trademarks; and

WHEREAS, Assignee has required, as a condition to extending credit to Assignor as contemplated by the Security Agreement, that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. Terms used herein that are not defined in this Agreement shall have the meanings ascribed to them in the Security Agreement.

2. **Collateral Assignment of Trademarks.** To secure the complete and timely satisfaction of all of the Obligations (as defined in the Security Agreement), Assignor hereby grants, conveys, and assigns to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence and during the continuation of a Default (as defined in the Security Agreement) all of Assignor's right, title, and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

2.1. All trademarks and trademark applications, including, without limitation, those described in **Schedule A** attached hereto, and the goodwill therein (hereinafter called the "Trademarks"), plus all renewals and reissues thereof;

2.2. All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past or future infringements thereof;

2.3. The right to sue and recover for past, present, and future infringements thereof;

2.4. All rights corresponding thereto and throughout the world; and

2.5. All other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto.

The items referred to in items 2.1 through 2.5 are hereinafter called the "Trademark Rights."

3. Restrictions on Future Agreements. Assignor agrees that, until the Obligations are satisfied in full and the Security Agreement is terminated, and except as may otherwise be provided in the Security Agreement, Assignor shall not, without Assignee's prior written consent:

3.1. enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Assignment; or

3.2. take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action if doing so or not doing so would impair the validity or enforcement of the Trademark Rights.

~~4. New Trademarks and Licenses. If, before the Obligations are satisfied in full, Assignor obtains rights to any new Trademarks, Assignor shall give to Assignee written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include such rights.~~

5. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Security Agreement, all remaining right, title, and interest in and to the Trademark Rights shall automatically revert to Assignor. In such event, Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in and to revert in Assignor all right, title, and interest in and to the Trademark Rights, subject to any prior disposition thereof that may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

6. Modification. This Assignment cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 4 hereof or by a writing signed by the parties hereto.

7. Effect on Security Agreement. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

8. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

9. Governing Law. This Assignment shall be deemed to have been executed and delivered in Colorado, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Colorado.

WITNESS the due execution hereof as of the date first above written.

Isatori Global Technologies, LLC

By: [Signature]
Name (Print): STEPHEN ADOR
Title: MANAGING

State of COLORADO
County of JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEPHEN HOELE and _____, whose names as PRESIDENT and _____, respectively, of _____, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of MARCH, 2004.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 6-15-04

**ATTACHMENT A
ASSIGNED MARKS**

MARK	REG. /SERIAL NUMBER	FILING DATE
META-CEL	78211141	2003-02-05

MARK	REG. /SERIAL NUMBER	FILING DATE
LEAN SYSTEM 7	2758831	2003-09-02