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To the Honorable Commissioner of

ginal documents or copy thereof.

1. Name of conveying party(ies):
NATURE'S FARM PRODUCTS, INC.

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

Additional name(s) of conveying party(ies) attached? Yes No
DOCUMENT ID NO. 102679034

2. Name and address of receiving party(ies)
Name: Dennis Choi
Internal Address: _____
Street Address: 23595 Cabot Boulevard, Suite 115
City: Hayward State: CA ZIP: 94545

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: FEBRUARY 11, 2004

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,078,512; 1,564,856 AND 1,341,133

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: ROBERT B. CHICKERING
Internal Address: Dorsey & Whitney LLP
Street Address: Four Embarcadero Center, Suite 3400
City: San Francisco State: CA ZIP: 94111-4187

6. Total Number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41). \$90.00
 PREVIOUSLY SUBMITTED
 Authorized to be charged to deposit account
DEFICIENCIES ONLY

8. Deposit account number:
50-2319 (464430-3)
(Attach duplicate copy of this page if paying by deposit account)

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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. REG. NO. 24, 286

ROBERT B. CHICKERING *Robert B. Chickering* AUGUST 31, 2004
Name of person Signing Signature Date

CERTIFICATE OF MAILING
I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231 on August 31, 2004.

Signed: *Beckie Ruth*
BECKIE RUTH

Total number of pages comprising cover sheet: 6

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2-23-04 TRADEMARK

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

To the Honorable Commissioner of Patents and Trademarks: Please record the above and file a copy thereof.

1. Name of conveying party(ies): 2-23-0
[company]

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

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

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ROBERT B. CHICKERING Robert B Chickering FEBRUARY 17, 2004
 Name of person Signing Signature Date

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ASSIGNMENT

WHEREAS, NATURE'S FARM PRODUCTS, INC., a California corporation, having offices at 2707 McCone Avenue, Hayward, California 94545, (hereinafter referred to as "ASSIGNOR") has used in its business and is the owner of the entire right, title and interest in and to the trademarks set forth in the attached Annex A, the goodwill appurtenant to said marks, and the United States Trademark Registrations for said marks;

WHEREAS, DENNIS CHOI, a citizen of the United States residing in Foster City, California, having a business address of 23595 Cabot Boulevard, Suite 115, Hayward, California 94545 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said trademarks, the appurtenant goodwill and the federal trademark registrations for said marks;

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to each of the trademarks identified in Annex A, the goodwill of the business appurtenant to and connected with the marks, and the United States Trademark Registrations for said marks, and all rights at common law in the marks; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce any and all rights to the said trademarks including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

Executed this 17th day of February, 2004.

"ASSIGNOR"
NATURE'S FARM PRODUCTS, INC.

By: 
Dennis, Choi, President