

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lynn R. Gordon

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 9/22/05

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

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Pure Innovations, Inc.

Internal

Address: _____

Street Address: 2910 Lyndale Avenue South

City: Minneapolis

State: MN

Country: USA Zip: 55408

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Minnesota
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/165,582

76/205,598

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Michael Bondi / Patterson Law Firm

Internal Address: _____

Street Address: 80 South 8th Street Suite 4800

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612-349-5740

Fax Number: 612-349-9266

Email Address: trademark@ptslaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 160631

Authorized User Name Michael Bondi

9. Signature:

Michael Bondi
Signature

09/26/05
Date

Michael Bondi

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 160631 78165582

TRADEMARK ASSIGNMENT

Assignor: LYNN R. GORDON
Assignee: PURE INNOVATIONS, INC.

WHEREAS, LYNN R. GORDON, hereinafter referred to as "Assignor," U.S. Citizen, with a mailing address of 2610 Lyndale Avenue South, Minneapolis, MN 55408, is the owner of Serial No. 78/165,582 for the mark BABY VIDA and Serial No. 76/205,598 for the mark PURAVIDA;

WHEREAS, Pure Innovations, Inc., hereinafter referred to as "Assignee," a corporation organized and existing under the laws of the State of Minnesota, United States of America, having a mailing address of 2610 Lyndale Avenue South, Minneapolis, MN 55408, is desirous of acquiring the entire right, title and interest in, to and under the trademarks above, and the goodwill of the business appertaining to said trademarks;

NOW, THEREFORE, be it known that for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and by these presents does sell, assign, and transfer to ASSIGNEE, its successors and assigns forever, the entire right, title and interest in, to and under the trademarks, the registrations thereof and the applications therefore hereto along with the right to recover for damages and profits for past infringements thereof;

ASSIGNOR was the founder of the ASSIGNEE and this assignment is to the successor to the business of the applicant Lynn R. Gordon in conformance with the provisions of Section 10(a) of the Lanham Act, 15 U.S.C. § 1060(a); and

ASSIGNOR agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require to vest all Assignor's rights, title, and interest in and to the trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

LYNN R. GORDON

Dated: 9/22/05 Signed: *Lynn R Gordon*

Subscribed and sworn to before me this 22nd day of September, 2005.

Steven J. Shapiro
Notary Public

