

RIGHTFAX

06/14/06 0670972008 FAX SERVER

700268507
700268507
700268507

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 8/30/2008)

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):
LN INTERNATIONAL, INC

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

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: **INNOVATIVE NUTRITION**
 Internal Address: **LCC**
 Address: _____
 Street Address: **8659 17th Ave**
 City: **BROOKLYN**
 State: **NY**
 Country: **USA** Zip: **11214**

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship **Del.**
 Corporation Citizenship _____
 Other _____ Citizenship **US**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No **N/A**
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) **06/05/06**

Assignment Merger
 Security Agreement Change of Name
 Other **ASSET PURCHASE AGREEMENT**

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s)
78245146 / 78412039

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):
IC 25 / IC 035, 036

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: **ADAM J. STASS**
 Internal Address: **P.O. Box 176**
 Street Address: _____
 City: **Southampton**
 State: **PA** Zip: **18966**
 Phone Number: **267 241 0695**
 Fax Number: **215 689 3777**
 Email Address: **N2BRANDS@MSA.COM**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.8(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 **2838**
 Expiration Date **01/08**
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: **Lewis M. Hendler**
 Signature
Lewis M. Hendler
 Name of Person Signing

Date: **6-5-06**
 Total number of pages including cover sheet, attachments, and document: **20**

Documents to be recorded (including cover sheet) should be faxed to (971) 273-8140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

N2BRANDS@MSA.COM

RIGHTFAX

06/14/06 11:30 PAGE 006/023 FAX SERVER

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of the 2nd day of June, 2006 (the "Effective Date"), by and among Paul Giordano, an adult individual ("Giordano"), Adam J. Stass, an adult individual, ("Stass"), Innovate Nutrition, LLC, a Delaware limited liability company ("Buyer"), LN-Innovate, LLC, a Delaware limited liability company (the "Company"), and LN International, Inc., a Pennsylvania corporation ("LN" and together with the Company, the "Sellers").

BACKGROUND

WHEREAS, the Company is a joint venture between LN and Innovate Nutrition formed to develop, market and sell, among other things, sublingual caffeine strips and effervescent energy tablets (the "Products");

WHEREAS, Innovate Nutrition is owned by Giordano and Stass;

WHEREAS, the Sellers, to the extent of their respective interests, desire to sell, assign and transfer to the Buyers, and the Buyer desire to purchase and acquire from the Sellers, certain assets of the Sellers, for the Purchase Price (as defined below) and upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and the Sellers, intending to be legally bound hereby, agree as follows:

1. Purchase and Sale of Assets.

1.1 Purchase and Sale of Assets. Sellers hereby sell, convey, grant, assign, transfer and deliver to the Buyer, and the Buyer hereby purchases and acquires from the Sellers, free and clear of the security interest of PNC Bank, National Association, all of the Sellers' collective right and title to the extent of their respective interest therein: (a) the Products, (b) the finished goods and components set forth on Schedule 1.1 attached hereto, plus or minus 5% (the "Inventory"), (c) the trademarks and applications for registration set forth on Schedule 1.2 attached hereto, (d) the domain names set forth on Schedule 1.3 attached hereto (the "Domain Names"), (e) the UPC Company Prefix 896721000 (the "UPC Code"), and (f) the stationery, forms, labels, shipping materials, brochures, catalogues, art work, graphics and advertising materials relating to the Products (collectively, the "Acquired Assets"). The parties acknowledge receipt of a certain letter of PNC Bank, National Association, which letter is incorporated herein by reference, consenting to the sale of the Acquired Assets and agreeing upon receipt of the sum of \$65,000 to release PNC's security interest in the Acquired Assets and consent to the physical transfer of the Assets from LN's warehouse in Memphis, Tennessee.

1.2 Excluded Assets. Notwithstanding any other provision of this Agreement, the Acquired Assets shall not include any right, title or interest in or to any property, assets or rights

owned, leased or held for use by the Sellers other than the Acquired Assets, and all such other property, assets or rights shall remain the respective property of the Sellers.

1.3 Assumed Liabilities. The Buyer, Stass and Giordano, jointly and severally, assume and agree to discharge and perform, all liabilities or obligations based in whole or in part on any sale or other disposition of the Acquired Assets, or any of them, after the Effective Date or based in whole or in part on actions or failures to act of the Buyer, or any of them (collectively, the "Assumed Liabilities").

1.4 Noncompetes. For a period of three years following the date hereof, LN shall not directly or indirectly participate in the management, operation or control of or have any financial interest in any business or entity that manufactures, markets or distributes products that compete with the Products.

2. Purchase Price; Deliverables.

2.1 Purchase Price. Subject to the terms and conditions set forth herein, the Buyer hereby agrees to pay to Sellers an aggregate purchase price of Sixty-five thousand U.S. Dollars (\$65,000) (the "Purchase Price") for the Acquired Assets. The Purchase Price shall be allocated 100% to LN and 0% to Company and shall be paid to LN via wire transfer of immediately available funds. The Company acknowledges that pursuant to this Agreement, Company is being released from \$27,000 of consulting fees due to Giordano and that for that reason among others none of the Purchase Price is being allocated to the Company.

2.2 Deliverables. On the Effective Date, the Sellers shall execute and deliver to the Buyer a Bill of Sale substantially in the form attached hereto as Exhibit "A."

2.3 Further Assurances. From and after the Effective Date, the Sellers shall execute and deliver to Buyer at Buyer expense such other and further documents as reasonably requested in order to consummate more effectively the transactions contemplated hereby, including without limitation, any and all documentation necessary to transfer the ownership of the trademark applications, Domain Names and UPC Code to the Buyer. The finished goods portion of the Inventory shall be delivered to the Buyer FOB Patterson Warehouse, Memphis, Tennessee, and the component portion of the Inventory shall be delivered to the Buyer FOB RDS, St. Louis, Missouri. Buyer understand and agree that RDS has a warehouse lien against the portion of the Inventory in its possession and that Buyer are taking the Inventory subject to that lien. All risk of loss pertaining to the Inventory shall pass to the Buyer on the Effective Date.

3. Representations and Warranties of LN. LN represents and warrants to the Buyer as follows: (a) LN is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, (b) LN has all requisite corporate power and authority to execute, deliver and perform its respective obligations under this Agreement, (c) this Agreement has been duly executed and delivered by LN and constitutes the legal, valid and binding obligations of LN, enforceable against LN in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles, and (d) neither the execution, delivery nor performance of this Agreement will conflict with, result in a breach of, constitute a default (with

or without notice or lapse of time, or both) under any contract, deed of trust, mortgage, trust, lease, indenture, permit, franchise, governmental or other license, permit or other authorization, contract, agreement, note or any other agreement, instrument or restriction to which LN is a party.

4. Representations and Warranties of the Company. The Company represents and warrants to the Buyer as follows: (a) the Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, (b) Lewis M. Hendler and Paul Giordano are Managers of the Company and are authorized to execute this Agreement on behalf of the Company, (c) the Company has all requisite power and authority to execute, deliver and perform its respective obligations under this Agreement, (d) this Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles, and (e) neither the execution, delivery nor performance of this Agreement will conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under any contract, deed of trust, mortgage, trust, lease, indenture, permit, franchise, governmental or other license, permit or other authorization, contract, agreement, note or any other agreement, instrument or restriction to which the Company is a party.

5. Representations and Warranties of Innovate Nutrition. Innovate Nutrition represents and warrants to the Sellers as follows: (a) Innovate Nutrition is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, (b) Giordano and Stass are the owners of Innovate Nutrition and are authorized to execute this Agreement on behalf of Innovate Nutrition, (c) Innovate Nutrition has all requisite power and authority to execute, deliver and perform its respective obligations under this Agreement, (d) this Agreement has been duly executed and delivered by Innovate Nutrition and constitutes the legal, valid and binding obligations of Innovate Nutrition, enforceable against Innovate Nutrition in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles, (e) neither the execution, delivery nor performance of this Agreement will conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under any contract, deed of trust, mortgage, trust, lease, indenture, permit, franchise, governmental or other license, permit or other authorization, contract, agreement, note or any other agreement, instrument or restriction to which Innovate Nutrition is a party, and (f) no person or entity retained by Innovate Nutrition is or will be entitled to any commission or finder's or similar fee in connection with the transactions contemplated hereby.

6. Representations and Warranties of Giordano. Giordano represents and warrants to the Sellers as follows: (a) Giordano has all requisite legal capacity to execute, deliver and perform his obligations under this Agreement, (b) this Agreement has been duly executed and delivered by Giordano and constitutes the legal, valid and binding obligations of Giordano, enforceable against him in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles, (c) neither the execution, delivery nor performance of this Agreement will conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or

both) under any contract, deed of trust, mortgage, trust, lease, indenture, permit, franchise, governmental or other license, permit or other authorization, contract, agreement, note or any other agreement, instrument or restriction to which Giordano is a party, (d) Giordano acknowledges that (i) he and his advisors have been given complete access to the Inventory, have inspected the Inventory and found the Inventory to be acceptable, and (ii) he and his advisors have been given the opportunity to ask questions of, and receive answers from, representatives of LN regarding the Acquired Assets, and (e) no person or entity retained by Giordano is or will be entitled to any commission or finder's or similar fee in connection with the transactions contemplated hereby.

7. Representations and Warranties of Stass. Stass represents and warrants to the Sellers as follows: (a) Stass has all requisite legal capacity to execute, deliver and perform his obligations under this Agreement, (b) this Agreement has been duly executed and delivered by Stass and constitutes the legal, valid and binding obligations of Stass, enforceable against him in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles, (c) neither the execution, delivery nor performance of this Agreement will conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under any contract, deed of trust, mortgage, trust, lease, indenture, permit, franchise, governmental or other license, permit or other authorization, contract, agreement, note or any other agreement, instrument or restriction to which Stass is a party, (d) Stass acknowledges that (i) he and his advisors have been given complete access to the Inventory, have inspected the Inventory and found the Inventory to be acceptable, and (ii) he and his advisors have been given the opportunity to ask questions of, and receive answers from, representatives of LN regarding the Acquired Assets, and (e) no person or entity retained by Stass is or will be entitled to any commission or finder's or similar fee in connection with the transactions contemplated hereby.

8. Disclaimers of Warranties: Limitation on Liability.

8.1. THE ACQUIRED ASSETS ARE SOLD "AS IS" AND "WHERE IS." SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXTENT OF SELLER'S RIGHT, TITLE OR INTEREST IN THE ACQUIRED ASSETS; THE CONDITION, DESIGN, OR QUALITY OF THE ACQUIRED ASSETS; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT OR TRADEMARK INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE ACQUIRED ASSETS OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE ACQUIRED ASSETS; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACQUIRED ASSETS.

8.2. IN NO EVENT SHALL THE SELLERS BE LIABLE TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS,

BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES UNDER A CLAIM OF BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS OR HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Buyer further acknowledges that the Acquired Assets do not include any real property or any leasehold interest or other interest in real property.

8.4 Buyer agree to be responsible for all liens and encumbrances that are now existing or hereafter incurred with respect to the Acquired Assets except for the security interest of PNC Bank, National Association.

9. Termination of Joint Venture; Mutual Releases.

9.1 Innovate Nutrition and LN hereby agree that, immediately following the Effective Date, they shall take all necessary steps to dissolve and terminate the Company and that the Business Services Agreement by and between LN and the Company (the "Services Agreement") and the Side Letter Agreement dated June 10, 2005 are hereby terminated in their entirety. As of the Effective Date, the Services Agreement and Side Letter Agreement shall be void and no longer have any force or effect and neither the Company nor LN shall have any further obligations or liabilities to the other under the Services Agreement or any other agreement.

9.2 Releases by Innovate Nutrition and Giordano. Innovate Nutrition and its directors, managers, shareholders, members, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns, and Giordano and his executors, administrators and heirs (collectively, the "Giordano Releasing Parties"), hereby release, remise and forever discharge LN and its directors, managers, shareholders, members, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns (the "LN Released Parties"), from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the Giordano Releasing Parties may have had or may presently have, against the LN Released Parties; ~~provided, however,~~ nothing in this Section 9.2 shall release the LN Released Parties from any covenants, obligations or agreements set forth in, or liabilities or obligations arising out of a breach of, this Agreement.

9.3 Releases by Giordano. Giordano and his executors, administrators and heirs (collectively, the "Giordano Releasing Parties"), hereby release, remise and forever discharge the Company and its directors, managers, shareholders, members, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns (the "Company Released Parties"), from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, including without limitation, arising under a

certain Consulting Agreement dated June 10, 2005 (which Consulting Agreement is incorporated herein by reference) that the Giordano Releasing Parties may have had or may presently have, against the Company Released Parties; provided, however, nothing in this Section 9.3 shall release the Company Released Parties from any covenants, obligations or agreements set forth in, or liabilities or obligations arising out of a breach of, this Agreement.

9.4 Releases by LN. LN and its directors, managers, shareholders, members, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns (collectively, the "LN Releasing Parties"), hereby release, remise and forever discharge Innovate Nutrition and its directors, managers, shareholders, members, officers, employees, subsidiaries, affiliates, agents, representatives, successors and assigns, and Giordano and his executors, administrators and heirs (the "Giordano Released Parties"), from any and all claims, damages, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants, controversies, demands, actions, rights and causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, that the LN Releasing Parties may have had or may presently have, against the Giordano Released Parties; provided, however, nothing in this Section 9.4 shall release the Giordano Released Parties from any covenants, obligations or agreements set forth in, or liabilities or obligations arising out of a breach of, this Agreement.

10. Miscellaneous.

10.1 Entire Agreement; Amendment; Binding Effect. This Agreement and any schedules and exhibits hereto (including the documents referred to herein) constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall not be amended or modified except by written instrument duly executed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of each other party hereto.

10.2 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be sufficient and shall be then deemed duly given if and when given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized courier service, to the following addresses (or to such other address(es) as shall hereafter be set forth in a notice given in the same manner):

If to LN:

LN International, Inc.
1166 Timbergate Drive
Rydal, PA 19046

RightFax

6/14/06 8:53

PAGE 012/023

Fax Server

RightFax

6/8/06 7:36

PAGE 011/020

FAX SERVER

Attn: Lewis M. Hendler, Vice Chairman

If to the Company:

LN-Innovats, LLC
 1166 Timbergate Drive
 Rydal, PA 19046
 Attn: Lewis M. Hendler, Manager

If to Innovate Nutrition or Giordano:

8659 171st AVE
 Brooklyn NY
 11214

If to Stass:

Adam Stass
 2621 Virginia Lane
 Jamison, PA 18929

10.3 Waiver. No waiver by any party hereto, whether express or implied, of any right under any provision of this Agreement shall constitute a waiver of such party's rights under any other provision of this Agreement, nor shall any such waiver constitute a waiver of such party's right at any other time unless it is so made in writing and signed by the party waiving the condition. No failure by any party hereto to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision of this Agreement against such other party or to take action with respect to such breach or default or of any subsequent breach or default by such other party.

10.4 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to its provisions concerning conflict of laws), including all matters of construction, validity and performance.

10.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder of this Agreement, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

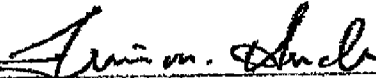
10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. A facsimile signed copy of this Agreement shall be deemed an original and shall have the same force and effect as an original signed document.

RightFax

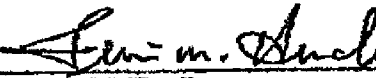
6/8/08 7:35 PAGE 012/020 FAX SERVER


IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the Effective Date.

LN INTERNATIONAL, INC.

By: 
Lewis M. Hendler
Vice Chairman

LN-INNOVATE, LLC

By: 
Lewis M. Hendler
Manager

By: 
Paul Giordano
Manager

INNOVATE NUTRITION, LLC

By: 
Paul Giordano
Authorized Member


Paul Giordano, individually


Adam J. Stass, individually

RightFax

6/8/06 7:35

PAGE 013/020

FAX SERVER

SCHEDULE 1.1

INVENTORY

ITEM CODE	DESCRIPTION	U/M	PACK	CS	PLT	TIE	HSH	CS CUBE	EA WGT	EACHES	CASES
77001	01A001 CTR DBP NRAGE	EA	1	70	10	7	0.582	4.85		1158	1158
77002	01A144 NRAGE STRPG L	EA	144	70	10	7	0.582	0.044		48808	325
77004	20A400 NRAGE STRIP S	EA	480	80	10	8	0.576	0.018		68654	158
77008	01A001 CLIP STRP NRA	EA	1	0	0	0	0	0.044		0	0
77008	01A001 NRAGE SIDERAC	EA	1	0	0	0	0	0.044		19	19
77013	01A144 WYNN NRAGE ST	EA	144	70	10	7	0.582	0.03		5904	41
77014	01A001 STICK CLP STR	EA	1	0	0	0	0	0.044		0	0
77014	01A001 STICK CLP STR	EA	1	0	0	0	0	0.044		0	0
DP003	COMP77 PLASTIC TRAY	EA	1	0	0	0	0	0.1		0	0
DP009	COMP77 COMP88 4" PEG	EA	1	0	0	0	0	0.1		23664	23664
DP010	COMP77 COMP88 STICK	EA	1	0	0	0	0	0.1		4898	4898
DP011	COMP77 SIDERACK	EA	1	0	0	0	0	0.1		3012	3012
DP015	COMP77 STICK CLIP ST	EA	1	0	0	0	0	0.1		690	690
DP016	COMP77 S-HOOKS	EA	1	0	0	0	0	0.1		89	89
DP017	COMP77 BUCKTION CUP	EA	1	0	0	0	0	0.1		900	900
DP018	COMP77 SHEFFLBOX FOR	EA	1	0	0	0	0	0.1		3287	3287
DP019	COMP77 Matr. Carton	EA	1	0	0	0	0	0.4		5014	5014
DP020	COMP77 Matr. Carton	EA	1	0	0	0	0	0.4		5388	5388
DP021	COMP77 POLY BAGS	EA	1	0	0	0	0	0.1		10474	10474
										200,160	68,166

TRADEMARK

REEL: 003333 FRAME: 0816

RightFax

6/14/06 8:53

PAGE 015/023

Fax Server

RightFax

6/8/06 7:35

PAGE 014/020

Fax Server

SCHEDULE 1.2

TRADEMARKS/TRADEMARK APPLICATIONS

Nrage Energy Infusion, serial no. 78688727

Nrage Instant Energy Strips, serial no. 78677726

Nrage, serial no.78412039

Nrage, serial no. 78245146

10

RightFax

6/8/06 7:35 PAGE 015/020 FAX SERVER

SCHEDULE 1.3

DOMAIN NAMES

- www.nrageenergy.com
- www.nragestrips.com
- www.nrageproducts.com
- www.nrageusa.com
- www.nrageinfusion.com
- www.gcfnrage.com
- www.enrageuk.com
- www.en2inc.com
- www.en2intl.com
- www.en2llc.com
- www.en2ltd.com
- www.en2products.com

11

RightFax

6/8/06 7:36

PAGE 016/020

FAX SERVER

Latest Status Info

Page 3 of 3

2004-02-17 - Notice of allowance - mailed

2003-11-25 - Published for opposition

2003-11-05 - Notice of publication

2003-09-16 - Approved for Pub - Principal Register (Initial exam)

2003-09-16 - Assigned To Examiner

CORRESPONDENCE INFORMATION

Correspondent

Nancy Rubner Frandsen

Drinker Biddle & Reath LLP

One Logan Square

18th and Cherry Streets

Philadelphia PA 19103-6996

Phone Number: 215-988-3315

Fax Number: 215-988-2757

<http://tarr.uspto.gov/servlet/tarr?register=serial&entry=78245146>

4

6/5/2006

RightFax

6/8/06 7:35

PAGE 017/020

FAX SERVER

Latest Status Info

Page 2 of 3

International Class: 025

Class Status: Active

Men's, women's and children's clothing, namely, tops, bottoms, bandanas, belts, caps, hats, jerseys, neckties, overalls, pants, jeans, petticoats, pullovers, pajamas, scarves, shirts, skirts, skull caps, socks, sports jerseys, suits, sweaters, tee-shirts, trousers, underwear, vests, waistcoats and wristbands; outerwear, namely, jackets, coats, parkas and overcoats; leather clothing, namely, tops, bottoms, footwear, belts, caps, coats, hats, jackets, jeans and pants; linen clothing, namely tops and bottoms; footwear and headwear

Basis: 1(b)

First Use Date: (DATE NOT AVAILABLE)

First Use in Commerce Date: (DATE NOT AVAILABLE)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2006-05-03 - Extension 2 granted

2006-05-03 - Extension 2 filed

2006-05-03 - TEAS Extension Received

2005-11-03 - Extension 1 granted

2005-11-03 - Extension 1 filed

2005-11-03 - TEAS Extension Received

2005-07-15 - TEAS Change Of Correspondence Received

2005-05-03 - Notice of allowance - mailed

2004-10-30 - New Noa To Issue

2004-08-17 - Notice of Allowance canceled

2004-10-09 - Petition To Revive-Granted

2004-10-09 - TEAS Petition To Revive Received

2004-09-30 - Abandonment Notice Mailed - No Use Statement Filed

2004-09-30 - Abandonment - No use statement filed

<http://tarr.uspto.gov/servlet/tarr?regser=serial&entry=78245146>

3

6/5/2006