

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WARBURTON TRADING LIMITED		03/01/2003	COMPANY: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	WARBURTON TECHNOLOGY LIMITED		
Street Address:	36 FITZWILLIAM SQUARE		
City:	DUBLIN 2		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2480723	MULTIMIN	
CORRESPONDENCE DATA			
Fax Number:	(703)739-9577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-739-4900		
Email:	BTAYLOR@STITES.COM		
Correspondent Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	Suite 900		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	125LT-20228		
DOMESTIC REPRESENTATIVE			
Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	SUITE 900		

OP \$40.00 2480723

Address Line 4: ALEXANDRIA, VIRGINIA 22314

NAME OF SUBMITTER:	BREWSTER TAYLOR
Signature:	/BT/
Date:	08/09/2006

Total Attachments: 13

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18/09/02

AGREEMENT FOR THE SALE OF A PATENT

AND A TRADEMARK

DATE

PARTIES: "The Seller", **WARBURTON TRADING LIMITED**, (Company number 123204), a Company duly registered and incorporated according to the laws of **BRITISH VIRGIN ISLES** and having its address at Geneva Place 2nd Floor, 333 Waterfront Drive, Wickham's Cay, P.O. Box 3339, Road Town, Tortola, British Virgin Isles;

"The Purchaser", **WARBURTON TECHNOLOGY LIMITED** (Company number 339196), a Company duly registered and incorporated in the Republic of Ireland, having its address at 36 Fitzwilliam Square Dublin, 2, Ireland.

OPERATIVE PROVISIONS:

PART A - INTERPRETATION

1. DEFINITIONS

- 1.1 In this agreement, unless the context clearly indicates otherwise:
 - 1.1.1 "Confidential information" means all information oral or written, concerning the Patent and the know how and technical details of the technology relating thereto;
 - 1.1.2 "Effective date" means the 1st March 2003;
 - 1.1.3 "Patent" means the provisional Multimin USA Patent together with the PCT application in respect thereof in accordance with the data and technical description as set out in annexure "A";
 - 1.1.4 "Product" means the Multimin products made in accordance with the know how and technology arising out of the Patent;

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14/11/02

- 1.1.5 "Subject Matter" means the Patent, the underlying know how and technology and the Trade Mark;
- 1.1.6 "Trademark" means the Trademark "MultimIn" owned by the Seller in respect of the United States of America;
- 1.2 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.3 The headings to the paragraphs of this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4 Any reference to the agreement and/or this agreement means and includes all annexures thereto.
- 1.5 This agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, nominees, assigns, liquidators or curators of the parties as fully and effectually as if they had signed this agreement in the first instance and reference to any party shall be deemed to include such party's estates, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives as the case may be.

PART B - SALE PROVISIONS

2. SALE

- 2.1 The Seller hereby sells the Subject Matter to the Purchaser who purchases same as one indivisible transaction with effect from the Effective Date.

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3. PURCHASE PRICE AND PAYMENT

- 3.1 The purchase price for the sale in terms of Clause 2 hereof is the sum of \$1 000 000,00 (One Million United States Dollars).
- 3.2 On the effective date and against handover of all the documentation required to put the Subject Matter into the name of the Purchaser, the Purchaser shall effect payment for the Subject Matter by the crediting of a Loan Account of \$1 000 000,00 (One Million United States Dollars) in the name of the Seller in the books of the Purchaser.

4. CANCELLATION OF LICENSING AGREEMENT

- 4.1 The Licensing Agreement between the parties dated 11 July 2001 will be cancelled simultaneously with handover and payment in terms of clause 3 above.

5. REPAYMENT OF LOAN ACCOUNT

- 5.1 The Seller's Loan Account in the Purchaser will be repaid as soon as reasonably possible given the cash flow of the Purchaser from time to time. It is recorded that it is the intention of the parties that not less than 10% (ten percent) of the Turnover of the purchaser shall be repayable annually but repayment may be undertaken faster as the cash flow of the purchaser allows.

PART C - WARRANTIES

6. WARRANTIES

- 6.1 The Seller warrants to the Purchaser that:

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- 6.1.1 the technology underlying the Patent is its own, having been purchased from Animalia (Pty) Ltd. of 66 Newmarket Street, Cape Town South Africa and is to the best of Seller's knowledge and belief unique;
- 6.1.2 pending handover to the Purchaser in terms of Clause 3 above;
- 6.1.2.1 the Patent will be kept available and unencumbered and the Seller will not disclose the technology or the chemical formulation related thereto to any person so that the Patent and the underlying technology will not be exploited; and
- 6.1.2.2 the Trade Mark will be kept available and unencumbered;
- 6.1.3 the Seller will hand over the Patent in negotiable form to the Purchaser against payment in terms of Clause 3 above.
-
- 6.2 The Seller further warrants to the Purchaser that:
- 6.2.1 the Trademark is its own and was generated in-house and has been duly and properly registered according to Trademark laws;
- 6.2.2 the Seller will hand over the Trademark in negotiable form to the Purchaser against payment in terms of Clause 3 above.
- 6.3 No further warranties are being given by the Seller in that the Purchaser has fully investigated the purchase and satisfied itself as to the substantial benefits it is obtaining by acquiring the Patent and the Trademark on the terms of this agreement and has agreed that in these circumstances, no further warranties are required.
- 6.4 If the Purchaser defaults in its obligations herein and notice of default is given by the Seller in accordance with Clause 9 below, the warranties contained in this Clause 6 shall be of no further force and effect and the Seller shall no longer be bound thereby.

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PART E - RESTRAINT AND SECRECY

7. RESTRAINT

- 7.1 For the purposes of this Clause, "Business" shall mean the Subject Matter.
- 7.2 The Seller acknowledges that:
- 7.2.1 it has derived a direct and substantial benefit out of its association with the Business and the sale of the Patent to the Purchaser;
- 7.2.2 it has acquired knowledge of the Business's trade secrets, patterns for trade, business methods and business connections;
- 7.2.3 such knowledge, trade secrets and business methods is and could be advantageous to the Business's competitors.
- 7.3 The undertakings in this clause contained are made and given to protect the Purchaser's proprietary interests in the Business's trading secrets, patterns for trade, business methods and business connections.
- 7.4 The Seller hereby undertakes to and in favour of the Purchaser that it will not directly or indirectly, either as principal, agent, partner, representative, shareholder, director or employee:
- 7.4.1 be associated with or interested in any firm, person or company carrying on business in competition with that of the Business;
- 7.4.2 knowingly solicit the custom of any person, firm, company or association, who or which was a client of the Business for the obtaining from any such person, firm, company or association any custom in competition with that of the Business;
- 7.4.3 commence business on his own account, enter into any partnership, accept a position as a director of any company, accept any employment with any person, firm, company, partnership or association whatsoever, which directly or indirectly competes with the Business and/or carries on a business similar to that of the Business;

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- 7.5 The restraints foregoing shall :-
- 7.5.1 endure for a period of 10 (ten) years from the date of handover of the Subject Matter in terms of Clause 3;
- 7.5.2 extend to the whole of the World.
- 7.6 The Seller agrees that the restraints above set out are reasonable as to subject matter and duration and are reasonably necessary to preserve the goodwill of the Business.
- 7.7 Each of the above undertakings and restraints shall be regarded as distinct and severable as to the nature of the activity or the interest or occupation, as to the scope of business to which he is applicable, as to the areas which he is applicable and the periods for which they are applicable and shall be given effect to as such notwithstanding the manner in which such restraints have been grouped together or linked grammatically. Furthermore, in the event of any one or more of such restraints being found by any Court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, such findings shall in no way affect any of the other restraints which shall continue to be and remain of full force and effect.

PART F - MISCELLANEOUS

8. NOTICES

- 8.1 Any notice under this Agreement shall be deemed given twenty one (21) days after posting a written notice airmailed, postage prepaid by registered mail, or, if delivered by hand, on the date of delivery to the respective parties at the addresses set out under "PARTIES" at the commencement of this agreement
- 8.2 The parties may change their addresses set out above to another address on not less than 30 (thirty) days written notice of such change of address to the other party.

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8.3 Copies of all notices referred to herein shall be simultaneously transmitted per facsimile machine to the party to whom same is given.

9. BREACH

9.1 Should the Seller breach any of the terms of this Agreement and fail to rectify such breach despite 14 (fourteen) days written notice being given to it by the Purchaser as to do, then the Purchaser shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies it may have in law, including the right to claim damages, either:-

9.1.1 To cancel this agreement; or

9.1.2 To claim immediate fulfilment of all of the Seller's obligations in terms hereof.

9.2 In event that the Purchaser:

9.2.1 fails to make any payment when due; or

9.2.2 defaults in performance of any of the provisions of this Agreement wherein there is no specified period in which such breach may be remedied, the Purchaser shall have 14 (fourteen) days in which to rectify such default from the date of receiving written notice thereof to rectify such default and if such default is not rectified within the said 14 (fourteen) day period, then the Seller shall be entitled, but not obliged, without prejudice to any other rights or remedies which the Seller may have in law, including the right to claim damages; either:-

9.2.2.1 to cancel this Agreement and re-take or retain possession of the Subject Matter and to retain all amounts paid by the Purchaser as additional security pending the determination of any damages the Seller may have suffered; or

9.2.2.2 to claim the immediate performance and/or payment of all the Purchaser's obligations in terms hereof

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10. GOVERNING LAW AND JURISDICTION

10.1 The validity, construction and performance of this Agreement shall be governed by the laws of the Republic of Ireland and the parties hereby submit themselves to the jurisdiction of any Court of competent jurisdiction in Ireland.

11. AMENDMENT AND MODIFICATION

11.1 This agreement constitutes the entire agreement between the parties and may only be modified, changed or discharged by written instrument duly executed by the parties hereto with the same formality as this Agreement and the provisions of this paragraph may not be waived except by written instrument so executed.

12. NO WAIVER

12.1 The failure of any party hereto to enforce at any time any provision of this Agreement, or to enforce any rights or to make any election hereunder, shall not be deemed a waiver of such provisions, rights or election.

13. GENERAL

13.1 Each of the parties hereby undertakes to:

13.1.1 do, and to procure the doing by other persons, and to refrain and to procure that other persons will refrain from doing, all such acts; and

13.1.2 pass, and to procure the passing of all such resolutions of the directors or shareholders of any corporate body;

to the extent that same may lie within such party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

13.2 The parties undertake in the implementation of this Agreement to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or

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detract from the rights, assets or interests of any other(s) of them.

13.3 This Agreement contains the entire agreement between the parties and no parties shall be bound by any undertakings, representations, warranties or the like not recorded herein. No variation hereof shall be of any force or effect unless reduced to writing and signed by the parties hereto.

13.4 Each party agrees to maintain secret and confidential all information to this Agreement. The obligation of the parties under this Clause shall continue in force after the termination of this Agreement howsoever terminated.

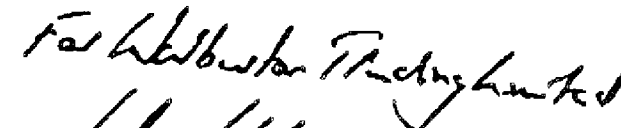
14. COSTS

14.1 Each party shall be responsible for its own fees and disbursements due in respect of the preparation, amendment and completion of this agreement.

14.2 The Purchaser shall be responsible for the transfer, stamp and other duties due in respect of the transfer of the Patent and the Trademark into the name of the Purchaser or its nominee.

AS WITNESSES:

1. 
Stefan Ruppert

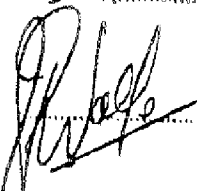

Peter Hübner
Director

2. 
M. Hübner


SELLER Director

AS WITNESSES:

1. 
Simon Knowles
Chartered Accountant

2. 
Peter C. Wolfe
PURCHASER Director
For Warburton Technology Ltd.

USA TRADEMARK

The United States of America



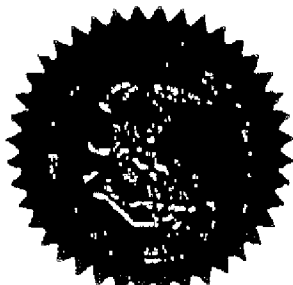
CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Nicholas P. Galati

Acting Director of the United States Patent and Trademark Office

**Requirements for Maintaining a
Federal Trademark Registration**

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

Reg. No. 2,480,723

United States Patent and Trademark Office

Registered Aug. 21, 2001

**TRADEMARK
PRINCIPAL REGISTER**

MULTIMIN

ANIMALIA (PTY) LTD. (SOUTH AFRICA COR-
PORATION)
19, OEWERPARK
ROKWOOD AVENUE
STELLENBOSCH 7600, SOUTH AFRICA

FIRST USE 3-0-1999; IN COMMERCE 3-0-1999.

SN 75-801,532, FILED 9-20-1999.

FOR: NUTRITIONAL SUPPLEMENTS FOR LIV-
ESTOCK, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND
52).

MARC L. BIPZIO, EXAMINING ATTORNEY