

MRO
1.27.99

01-29-1999
100952600

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
01 31 95

Conveying Party

Mark if additional names of conveying parties attached

Name Makers of KAL, Inc., a California corporation

Execution Date
Month Day Year
01 31 95

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Makers of KAL, Inc., a Delaware corporation

DBA/AKA/TA --

Composed of --

Address (line 1) 1400 Kearns Boulevard, 2nd Floor

Address (line 2) _____

Address (line 3) Park City

Utah

84060

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

01/28/1999 TTON11 00000108 1621998

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 375.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1194980"/>	<input type="text" value="1948103"/>	<input type="text" value="1621999"/>
<input type="text" value="1844068"/>	<input type="text" value="0502629"/>	<input type="text" value="0753801"/>
<input type="text" value="0740852"/>	<input type="text" value="1644918"/>	<input type="text" value="1458962"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Stanley E. Soper, Assistant Secretary

January 26, 1999

Name of Person Signing

Signature

Date Signed

EXHIBIT "A"

Additional Registration Numbers to be Assigned

<u>Mark</u>	<u>Registration No.</u>
VIRILITY TWO	1621998
BODY DEFENSE	1901450
KALVELAX	0344530
CELL DEFENSE	1772186
SLIM & FIRM	1750967
DINOSAURS	1748086
MULTI-MAX	1748085

Express Mail
Airbill No.: E1117191253US
Date of Issue: 01/26/99

TRADEMARK
REEL: 1845 FRAME: 0338

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 31st day of January, 1995 ("Effective Date"), by and between Makers of KAL, Inc., a California corporation, with its principal office at 6415 DeSoto Avenue, P.O. Box 4023, Woodland Hills, California 91365 ("Assignor"), and Makers of KAL, Inc., a Delaware corporation, with its principal office at 6415 DeSoto Avenue, P.O. Box 4023, Woodland Hills, California 91365 ("Assignee").

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 16, 1994 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business (as defined in the Agreement).

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under: (i) the trademarks and the United States trademark registrations on Schedule A and the unregistered trademarks and applications therefor identified on Schedule B; (ii) the foreign trademarks and the foreign trademark registrations and the unregistered foreign trademarks and the applications therefor identified on Schedule C and all unregistered trademarks identified on Schedule D (the foregoing items (i) and (ii) collectively, the "Marks"); (iii) the trade names identified on Schedule E (the "Trade Names"); and (iv) the goodwill of the business associated with the Marks and the Trade Names.

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade Names, together with the goodwill of the business with which the Marks and the Trade Names are used.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade Names together with the goodwill of the business with which the Marks and the Trade Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

express mail
Airbill No. : ET117191253US
Date of issue: 01/26/99

TRADEMARK
REEL: 1845 FRAME: 0339

Assignor hereby represents and warrants that its right, title and interest in and to the Marks and the Trade Names are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade Names; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade Names assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks or any of the Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of January, 1995.

MAKERS OF KAL, INC.,
a California corporation

By: Steph Welder
Its: President

MAKERS OF KAL, INC.,
a Delaware corporation

By: [Signature]
Its: Chairman

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 31st day of January, 1995, there appeared before me Stephen Welder, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Makers of KAL, Inc., a California corporation.

Arlene E Lewis
Notary Public

ARLENE E LEWIS
Notary Public, State of New York
No. 01LE5029661
Qualified in Nassau County 96
Commission Expires June 27, 1996

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 31st day of January, 1995, there appeared before me Frank W. Gay, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Makers of KAL, Inc., a Delaware corporation.

Arlene E Lewis
Notary Public

ARLENE E LEWIS
Notary Public, State of New York
No. 01LE5029661
Qualified in Nassau County 96
Commission Expires June 27, 1996

Please note that only the highlighted marks are subject to this particular assignment filing.

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CELL DEFENSE	1772186	May 18, 1993
DINOSAURS	1748086	January 26, 1993
C. DINOSAURS	1732431	November 17, 1992
C. Dinosaurs' Design	1740823	December 22, 1992
MULTI-MAX	1748085	January 26, 1993
KAL	1844068	July 12, 1994
KALNZYME & Design	753801	July 30, 1963
CRUTN (Stylized)	559361	May 27, 1952
STRATA	1458962	September 29, 1987
KAL (Stylized)	502629	October 5, 1948
KALAMINO	568252	December 23, 1952
KALVELAX	344530	March 30, 1937
40 WINKS	1194980	May 11, 1982
KALNZYME & Design	740852	November 20, 1962
HAIR FORCE	1621999	November 13, 1990
PRO COLON	1644918	May 21, 1991
VIRILITY TWO	1621998	November 13, 1990
GROWTH PHASE	1631267	January 15, 1991
SLIM & FIRM	1750967	February 9, 1993

~~MEDICOLOGY 1686997 May 12, 1992~~

~~METABO-STEM 1660495 October 15, 1991~~

SCHEDULE B

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>
DEFENDER C	74/210421		October 7, 1991
BODY DEFENSE	74/534777	1901450	June 8, 1994
FRUIT VEG ACTIVES & Design	74/534776	1948103	June 8, 1994
HERB CAPS & Design	74/540600		June 21, 1994

SCHEDULE C

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
KAL	Philippines	54453	February 26, 1993
KAL	Singapore	5412/90	July 31, 1990
MAKERS OF KAL	South Korea	268117	July 5, 1993
KAL	Kuwait	25438	September 20, 1993
ANIMAL KINGDOM	International	529806	October 11, 1988
KAL	International	522339	March 17, 1988
MAKERS OF KAL	Taiwan	644412	June 1, 1994

Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. Date</u>
KAL	Mexico	107636	February 28, 1991
KAL	South Korea	91-761	January 12, 1991
KAL	Malaysia	MA/5013/90	August 2, 1990
KAL	Venezuela	04317/92	March 6, 1992
MAKERS OF KAL	Thailand	275018	November 2, 1994
MAKERS OF KAL	Bahrain	1400/93	December 25, 1993
MAKERS OF KAL	El Salvador	1400/93	April 30, 1993
MAKERS OF KAL	Qatar	11105	August 5, 1993

SCHEDULE D

Unregistered Trademarks¹

Mark

KAL

DINOSAURS

WOMEN'S VITALITY

MEN'S VIRILITY

¹ To the best of Assignor's knowledge, Assignor has the right to use the following unregistered trademarks.

SCHEDULE E

Trade Names

KAL

Makers of KAL

c:\Solaray\KAL\Trademark\TASSKAL.130

- 7 -

Airbill No.: EI117191253US
Date of Deposit: 01/26/99

RECORDED: 01/27/1999

TRADEMARK
REEL: 1845 FRAME: 0345