



## ASSIGNMENT

(Richard T. Waggoner ---> Immunocorp)

WHEREAS, Richard T. Waggoner, an individual having a residence at 332 Santa Louisa, Irvine, California 92606 ("Assignor"), owns certain right, title and interest in and to various forms of "Intellectual Property" associated with the business of the Assignee (identified below) including, without limitation, copyrights, trade names, trademarks, service marks, service names, trade secrets, designs, licenses, patents, and know-how (whether related to any of the foregoing or otherwise) (including pending applications for any of the foregoing) and, more particularly, those trademarks and corresponding United States trademark applications identified in Schedule A attached hereto (the "Marks"), together with the goodwill associated therewith.

WHEREAS, Immunocorp, a California corporation having a principal place of business at 1582 West Deere Ave., Suite C, Irvine, California 92606 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to all of Assignor's Intellectual Property including but not limited to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

### **1. Intellectual Property Generally**

Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Intellectual Property. Assignor further agrees to execute suitable assignments as requested by Assignee or its designee and to provide Assignee or its designee with reasonable assistance in registering the Intellectual Property in the United States and in other countries, as desired by Assignee.

### **2. Known Trademarks (Various)**

Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Marks.

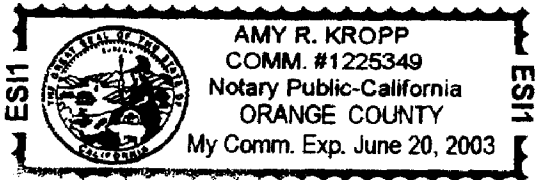
IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 23 day of June 2000.

Richard T. Waggoner  
Richard T. Waggoner

State of California )  
County of Orange ) ss.:

On this 23rd day of June, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard T. Waggoner, personally ~~known to me or~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Amy R. Kropp  
Notary Public



**Schedule A**

Mark	Filing Date	Application No.	Goods
<b>IMMUNOCORP</b>	Aug 13, 1998	75-535,925	Distributorship Services In The Field Of Natural Immune Enhancing Pills And Capsules For Humans And Animals
<b>IMMUNOPEP</b>	Aug 17, 1998	75-538,089	Natural Nutritional and Dietary Supplement Pills and Capsules for Immune Enhancement in Humans
<b>PROMAXITOL</b>	Nov 14, 1998	75-595,042	Nutritional Supplement for Maximum Protein Utilization and Nutrient Uptake to Increase Lean Body Mass
<b>NBG</b>	Feb 04, 1999	75-634,987	Natural Nutritional And Dietary Supplement Pills And Capsules For Immune Enhancement In Humans`
<b>IMMUNOPEP</b>	Jun 28, 1999	75-751,493	Natural Nutritional and Dietary Supplement for Immune Enhancement in Animals
<b>IMMUDERM</b>	Jan 05, 2000	75-887,744	Skin Care Products For Diminishing Wrinkles And Repairing Damaged Skin
<b>STOPGETTINGSICK.COM</b>	Apr 20, 2000	76-031,712	presently unknown