

*MAD*  
*3-24-98*

05-22-2001



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Y

To the Honorable Commissioner of

101696396

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Jackson National Life Insurance Company  
 Individuals  
 General Partnership -  Limited Partnership  
 Corporation -  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):  
Name: KAL, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1104 Country Hills Drive, Suite 300  
City: Ogden State: Utah ZIP: 84403

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Delaware  
 Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
Assignment Merger  
Security Agreement Change of Name  
 Other Release  
Execution Date: February 25, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional numbers attached X Yes No

Trademark Registration No.(s)  
753,801

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Meredith Schorr  
Internal Address: White & Case  
Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved: 23  
7. Total fee (37 CFR 3.41): ..... \$690.00  
 Enclosed  
Authorized to be charged to deposit account 590E  
8. Deposit account number:  
23-1705  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*  
Meredith Schorr   
Name of Person Signing      Signature      date      Total number of pages comprising cover sheet:

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:  
**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**  
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

# SCHEDULE OF TRADEMARKS

## REGISTRATIONS:

<u>MARK</u>	<u>U.S. REGISTRATION NO.</u>
-KALNZYME (AND DESIGN)	753,801
- KAL	1,844,068
- KAL (STYLIZED)	502,629
- KALVELAX	344,530
- KALNZYME (AND DESIGN)	740,852
- CELL DEFENSE	1,772,186
- DINOSAURS	1,748,086
- C. DINOSAURS	1,732,431
- C. DINOAURS' DESIGN	1,740,823
- STRATA	1,458,962
KALAMINO	568,252
40 WINKS	1,194,980
HAIR FORCE	1,621,999
PRO COLON	1,644,918
VIRILITY TWO	1,621,998
GROWTH PHASE	1,631,267
SLIM & FIRM	1,750,967
MEDICOLOGY	1,686,997
MULTI-MAX	1,748,085
METABO-STIM	1,660,495

## APPLICATIONS:

<u>MARK</u>	<u>SERIAL NO.</u>
BODY DEFENSE	74/534,777
FRUIT VEG ACTIVES (AND DESIGN)	74/534,776
HERB CAPS (AND DESIGN)	74/540,600

RELEASE OF TRADEMARK ASSIGNMENT FOR SECURITY

RELEASE, dated February 25, 1998 granted by Jackson National Life Insurance Company ("Jackson").

WITNESSETH:

WHEREAS, KAL, Inc. ("KAL") and Jackson, have entered into a Assignment For Security, dated as of January 31, 1995 (the "Assignment For Security"), pursuant to which KAL granted to Jackson a security interest in all of the Trademarks (as such terms are defined in the Assignment For Security);

WHEREAS, the Assignment For Security was recorded with the United States Patent and Trademark Office on April 19, 1995 on Reel/Frame Number 1332/0228 with respect to the United States trademarks listed on the Schedule attached hereto and forming a part hereof (the "Schedule of Trademarks");

WHEREAS, KAL has requested Jackson to release of record its liens upon the Schedule of Trademarks; and

WHEREAS, Jackson is willing to release such liens;

NOW, THEREFORE, Jackson hereby releases its entire right and interest in the Schedule of Trademarks, created by the Assignment For Security, and said Assignment For Security, and the lien and security interest granted thereby to Jackson shall hereupon cease and terminate.

IN WITNESS WHEREOF, Jackson has executed and delivered this Release as of the date first set forth above.

JACKSON NATIONAL LIFE INSURANCE COMPANY  
By: PPM AMERICA, INC., as AGENT

By: \_\_\_\_\_  
Name: Ben James  
Title: Managing Director

STATE OF Illinois )  
COUNTY OF Cook )

On this 23 day of February, 1998 before me appeared Ben James, personally known to me to be Managing Director of Jackson National Life Insurance Company, By: PPM America, Inc., as ~~Agent~~, and executed the foregoing instrument on behalf of such association and acknowledged the same.

Lisa Bauer  
Notary Public

My commission expires: 6/9/98

AYB/2171475



TRADEMARK

RECORDED: 03/24/1998

REEL: 002254 FRAME: 0191