



06-11-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #57

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Patents an

101758430

original documents or copy thereof.

1. Name of conveying party(ies):

Yamanouchi Consumer, Inc.  
4747 Willow Road  
Pleasanton, CA 94588

MRU  
6-11-01

2. Name and address of receiving party(ies)

Name: Shaklee Corporation

Internal Address: \_\_\_\_\_

Street Address: 4747 Willow Road

City: Pleasanton State: CA ZIP: 94588

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

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

Additional name(s) of conveying party(ies) attached?  Yes  No

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 \_\_\_\_\_

Execution Date: 4/01/2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
See Attachment 1

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin F. Majestic, Esq.

Internal Address: \_\_\_\_\_

Street Address: Four Embarcadero Center  
Suite 3300

City: San Francisco State: CA ZIP: 94611

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

191

7. Total fee (37 CFR 3.41).....\$ 4790.00

- Enclosed
- Authorized to charge any additional amount to deposit account

8. Deposit account number:

13-0201

(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.

Martin F. Majestic, Esq.

Name of Person Signing

  
Signature

6/8/01

Date

Total number of pages including cover sheet, attachments, and document:

21

## Attachment 1

	MARK	Serial No.	Registration No. (Where Available)
1	BASIC-H	72/176,398	772,022
2	LOVUE + DESIGN	72/231,497	827,298
3	BASIC-L [+ DESIGN]	72/247,260	857,187
4	BASIC-I [+ DESIGN]	72/247,261	839,720
5	AT-EASE	72/255,824	847,728
6	GOLDEN MANNER + DESIGN	72/255,825	850,340
7	NEW CONCEPT [+ DROP DESIGN]	72/255,826	847,712
8	BASIC-D [+ DESIGN]	72/341,855	905,984
9	SHAKLEE	72/461,310	1,010,096
10	SATIN SHEEN	73/017,169	1,019,783
11	BASIC-G	73/024,688	1,006,847
12	INSTANT PROTEIN	73/028,583	1,031,155
13	HERB-LAX	73/044,077	1,028,402
14	PRO-LECIN	73/066,434	1,042,440
15	VITA-PACK	73/068,131	1,054,359
16	SOFTER THAN SOFT	73/078,468	1,058,854
17	SHAKLEE	73/089,848	1,094,773
18	VITA-E	73/120,118	1,100,520
19	ARRANGE	73/142,142	1,089,524
20	VITA-CAL	73/152,157	1,136,551
21	RAINSILK	73/168,858	1,270,475
22	DESERT WIND	73/168,859	1,115,510
23	LIQUID-L	73/178,711	1,115,497
24	SHAKLEE	73/189,483	1,143,337
25	VITA-C	73/223,320	1,168,875
26	MEADOW BLEND	73/246,548	1,169,809
27	SHAKLEE LOGO	73/259,529	1,251,398
28	SHAKLEE (INDEPENDENT DISTRIBUTOR) LOGO	73/259,571	1,227,469
29	SHAKLEE LOGO	73/260,685	1,227,861
30	TIOGA	73/260,910	1,200,007
31	SHAKLEE (INDEPENDENT DISTRIBUTOR) LOGO	73/274,626	1,185,247
32	LIQUI-LEA	73/378,564	1,252,708
33	VITA-LEA	73/399,077	951,751
34	BASIC-H	73/419,734	1,277,639
35	SN DESIGN	73/473,847	1,325,337
36	SHAKLEE NATURALS	73/473,967	1,335,011

**Attachment 1**

	<b>MARK</b>	<b>Serial No.</b>	<b>Registration No. (Where Available)</b>
37	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH	73/479,053	1,327,944
38	IN HARMONY WITH NATURE	73/479,054	1,319,957
39	PRODUCTS IN HARMONY WITH NATURE & GOOD HEALTH	73/479,055	1,390,970
40	PRO-ALGATENE	73/581,692	1,408,197
41	LAPIS	73/686,990	1,487,355
42	TIOGA	73/707,583	1,500,113
43	NEW CONCEPT + DESIGN	73/715,736	1,522,308
44	BESTWATER (Stylized)	73/718,163	1,547,230
45	BESTWATER + DESIGN	73/718,167	1,545,285
46	ARRANGE MIST + DESIGN	73/733,725	1,541,139
47	SHAKLEE ESSENTIALS	73/735,038	1,527,668
48	MEADOW BLEND + DESIGN	73/735,039	1,567,809
49	HERBAL BLEND + DESIGN	73/735,607	1,632,093
50	CREAM DESIGN	73/736,544	1,532,573
51	LIFEPLAN PLUS (and Design)	73/754,065	1,885,980
52	SHAKLEE PERFORMANCE	73/788,339	1,576,685
53	OPTICARB (Stylized)	73/791,063	1,596,726
54	BASIC-L	73/795,729	1,578,516
55	NEW CONCEPT	73/795,730	1,574,236
56	SHAKLEEGUARD	73/819,569	1,612,613
57	SHAKLEE FORMULA I	73/819,570	1,607,993
58	NATURAL IMPRESSIONS	74/025,974	1,626,576
59	PHYSIQUE	74/064,815	1,676,034
60	BIO-BUILD	74/068,365	1,679,580
61	FIBER BLEND	74/085,842	
62	BESTWATER	74/088,064	1,660,712
63	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH	74/135,476	1,709,644
64	MTS	74/147,153	1,727,365
65	SHAKLEE FIBER PLAN	74/190,443	1,756,199
66	PRODUCTS IN HARMONY WITH NATURE	74/204,390	1,834,167
67	SHAKLEE	74/227,284	1,728,124
68	SHAKLEE LOGO	74/236,796	1,733,562
69	SMALL WONDER	74/256,631	1,788,737
70	SHAKLEE SPORTS NUTRITION LOGO	74/262,943	1,817,887

**Attachment 1**

	<b>MARK</b>	<b>Serial No.</b>	<b>Registration No. (Where Available)</b>
71	SHAKLEE MASTER COORDINATOR LOGO	74/277,332	1,841,099
72	CARBO-CRUNCH	74/280,790	1,792,798
73	PRO-CARBO COMPLEX	74/286,051	1,773,107
74	THE NAME THAT IS THE STAMP OF QUALITY	74/288,713	1,791,239
75	A HALF CENTURY OF RESEARCH TO BRING YOU AMERICA'S FINEST PRODUCTS	74/297,120	1,961,235
76	ALPINE LABORATORIES	74/302,450	1,787,193
77	SHAKLEE HOME & GARDEN	74/357,116	1,893,857
78	SHAKLEE FITNESS	74/386,240	1,924,777
79	POWER BOOSTER & Design	74/389,186	2,010,377
80	THE HEALTHY APPROACH TO BEAUTY	74/397,387	1,840,505
81	THE HEALTHY APPROACH TO BEAUTY	74/418,291	1,918,664
82	ALPINE LABORATORIES LOGO	74/426,735	1,842,170
83	BIO-TONE	74/448,731	1,854,808
84	SHAKLEEVISION	74/449,269	1,891,030
85	SHAKLEE SPORTS NUTRITION LOGO	74/480,632	1,922,323
86	FORMULA I	74/518,389	1,943,497
87	SHAKLEE CLASSICS	74/553,695	1,987,576
88	SHAKLEE TECHNICA	74/554,139	2,124,080
89	MTS 2000 (Stylized)	74/645,370	2,026,001
90	NASAL-D	74/672,076	2,012,823
91	BESTWATER REVERSE OSMOSIS SYSTEM II	74/713,585	2,067,806
92	DESERT WIND + DESIGN	74/738,526	1,523,125
93	TIOGA (Prin.Reg.)	75/001,735	1,993,654
94	NATURE-BRIGHT	75/095,128	2,083,466
95	BIODEGREAT	75/101,890	2,126,225
96	SHAKLEE FIBER PLAN	75/178,477	2,181,796
97	SHAKLEE CARES & Design	75/179,113	2,108,917
98	FOR THE HEALTH OF YOUR SKIN	75/207,554	
99	DTX	75/227,284	2,168,552
100	OSTEOKINETICS	75/228,527	2,161,026
101	EFFECTIF	75/281,402	

**Attachment 1**

	<b>MARK</b>	<b>Serial No.</b>	<b>Registration No. (Where Available)</b>
102	IN HARMONY WITH NATURE + DESIGN	75/281,456	2,197,411
103	CALMING SERUM	75/325,485	
104	MOODLIFT	75/372,034	2,202,917
105	ENFUSELLE	75/373,455	2,219,744
106	LEGITIME	75/373,638	
107	TIME REPAIR A.M.	75/374,684	2,219,745
108	TIME REPAIR P.M.	75/374,684	
109	E Design	75/384,588	
110	CELL PHASE 1	75/390,959	
111	CELL PHASE P.M.	75/391,027	
112	COLOBIOTICS	75/391,029	
113	CALMING COMPLEX	75/391,030	2,377,929
114	CELL PHASE A.M.	75/391,041	
115	ENERGY PHASE	75/391,076	
116	CELL PHASE 2	75/391,077	
117	ACTIVE PHASE	75/391,078	
118	OPTIPHASE	75/396,464	
119	ENFUSELLE	75/416,946	
120	C + E REPAIR P.M.	75/423,121	
121	WE CARE ABOUT YOUR HEALTH	75/425,360	2,235,846
122	SKINTRINSIC	75/425,363	
123	DERMAPHYSICS	75/425,365	
124	WE CARE ABOUT YOUR FUTURE	75/425,530	2,235,848
125	WE CARE ABOUT YOUR HOME	75/425,531	2,280,755
126	WE CARE ABOUT YOUR HEALTH, YOUR HOME AND YOUR FUTURE	75/429,640	2,244,505
127	CHANGE THE FACE OF YOUR FUTURE	75/449,128	2,284,077
128	CHANGING THE FACE OF YOUR FUTURE	75/449,289	2,278,505
129	CHANGING THE FACE OF SKIN CARE	75/449,314	2,278,506
130	OPTIFLORA	75/452,135	2,249,428
131	GARLESTEROL	75/466,023	
132	FOR THE SPORT OF LIFE	75/471,299	2,317,208
133	CALCIAID	75/474,919	
134	VASQTONE	75/480,121	
135	EZ-GEST	75/480,122	

**Attachment 1**

	<b>MARK</b>	<b>Serial No.</b>	<b>Registration No. (Where Available)</b>
136	VASQGENICS	75/480,241	
137	PHYTOFEM	75/485,265	2,358,383
138	SKIN PHYSICS	75/500,324	
139	VITA-FUN	75/553,535	
140	WELLNESS NAVIGATOR	75/597,540	
141	PRODUCTS IN HARMONY WITH NATURE	75/603,173	
142	PHYTO-COMPLEX	75/658,430	
143	CAROTOMAX	75/658,433	2,394,272
144	VITA-E PLUS	75/661,467	
145	VITAL REPAIR +	75/665,553	
146	SHAKLEE BASICS	75/670,444	
147	VITASANTE	75/696,173	
148	BENIFICELLE	75/696,177	
149	GLYCO-HEALTH	75/703,650	
150	OWN YOUR LIFE	75/711,663	
151	FOR THE HEALTH OF YOUR FUTURE	75/711,776	
152	OWN YOUR LIFE	75/712,199	2,338,505
153	PROSANTE	75/732,887	
154	PERFORMANCE	75/733,998	
155	HAIR PHYSICS	75/739,558	
156	VITAL REPAIR+	75/753,021	2,377,360
157	COREENERGY	75/774,406	
158	PERFECT PITCHER	75/796,763	2,428,166
159	SHAKLEE.NETWORK BUILDER	75/827,873	
160	VITA-STRIP	75/832,058	
161	ENERFUSION	75/866,073	
162	IMMUNIQUE	75/873,064	
163	HAIR PHYSICS	75/882,617	
164	RESIST	75/917,996	
165	SHAKLEE SOLUTIONS	75/918,279	
166	SHAKLEE D.R.	75/932,719	
167	WELLNESS NAVIGATOR	75/937,830	
168	COOL PLANET	75/939,799	
169	E DESIGN	75/978,563	2,312,594
170	VITAL REPAIR +	75/979,875	2,416,617
171	THE CLEAR PATH TO GOOD HEALTH	76/003,246	2,433,554
172	OSTEO MATRIX	76/009,243	
173	BONE MATRIX	76/009,249	

**Attachment 1**

	<b>MARK</b>	<b>Serial No.</b>	<b>Registration No. (Where Available)</b>
174	CORVITALITY	76/012,290	
175	SHAKLEE DR (STYLIZED)	76/029,366	
176	HEARTPLAN	76/035,736	
177	FIDGITS	76/064,678	
178	ALTUS	76/064,681	
179	AIRTRONICS	76/091,774	
180	LIVING IN HARMONY WITH NATURE	76/098,552	
181	AIRTONICS	76/105,206	
182	AIRSOURCE	76/109,911	
183	HAIR PHYSICS	76/117,744	
184	THE ONCE AND DONE ORDERING SYSTEM	76/127,722	
185	ENFUSELLE	76/152,038	
186	HEALTHLOGICS	76/152,254	
187	TRESSPOTENTIAL	76/155,418	
188	INNERGENICS	76/169,301	
189	FOLIGENICS	76/169,396	
190	TECHNICA CONSUMER HEALTH	76/190,399	
191	AIRSOURCE (and Design)	76/226,377	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of April 1, 2001, by and between Yamanouchi Consumer Inc., a Delaware corporation ("Assignor") and Shaklee Corporation, a Delaware corporation ("Assignee"), (and, together with Assignor, the "Parties" and each, individually, a "Party").

WHEREAS, pursuant to the Restructuring Agreement of April 1, 2001 (the "Restructuring Agreement"), the parties desire to transfer to Assignee on or after April 1, 2001, as provided for in the Restructuring Agreement, many of the commercial business operations which have historically been conducted by Assignor, initially as its Shaklee Companies division and subsequently as its Shaklee Corporation division (the "Shaklee Companies Division"); and

WHEREAS, Assignor owns, and has adopted for use in its Shaklee Companies Division: (a) the registered trademarks, service marks and pending trademark applications listed on the attached Schedule A, together with the registered Internet domain names listed on the attached Schedule B, and all other trademarks, trade names, trade dress and service marks, whether registered or unregistered that are associated with the Shaklee Companies Division, together with the registrations and applications therefor (collectively, the "Marks"); (b) the registered and unregistered copyrights relating to or arising out of the Shaklee Companies Division including those registered copyrights listed on the attached Schedule C (the "Copyrights"); (c) all trade secrets and know-how, and any related documentation, drawings, blueprints, designs, technical and quality specifications and protocols, quality assurance and control procedures, manuals and other technical information associated with the Shaklee Companies Division (the "Technical Expertise"); and (d) all patents, pending patent applications and the right to file patent applications relating to or arising out of the Shaklee Companies Division including those patents listed on the attached Schedule D (the "Patents"), (collectively the Marks, Copyrights, Technical Expertise, and Patents are hereinafter referred to as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Intellectual Property as of April 1, 2001.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes the goodwill of the business symbolized by the Marks. The assignment of the Copyrights granted



herein includes the right to secure renewals and extensions of such Copyrights throughout the world, for the full term of said Copyrights and any renewal extensions of same that is or may be granted throughout the world in the Copyrights, and any embodiments necessary for the exercise of such Copyrights or derivative works thereof. The assignment of the Patents granted herein includes the right to secure renewals and extensions of such Patents throughout the world, for the full term of said Patents and any extensions of same that is or may be granted throughout the world in the Patents and anything else that is required to enforce, maintain and defend the Assignee's Patents including the payment of maintenance fees.

2. Assignor hereby agrees to execute all such documents as may be required to transfer the Intellectual Property and, when applicable, to record the transfer of the Intellectual Property.

3. This Intellectual Property Assignment constitutes the entire understanding and agreement between the parties and supersedes all prior proposals, agreements and representations between them, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Yamanouchi Consumer Inc.

Shaklee Corporation

By: 

By: 

Name: Masakatsu Inoue

Name: Robert D. Schults

Title: Chief Executive Officer

Title: President and CEO