

05-10-1999

Docket No.:



101032795

Tab settings → → →

43099
4-30-99

To the Honorable Commissioner of Patents

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Met-RX Substrate Technology, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Nevada**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **LaSalle National Bank**

Internal Address:

Street Address: **135 S. LaSalle Street**

City: **Chicago** State: **IL** ZIP: **60603**

- Individual(s) citizenship
- Association **national banking association**
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Trademark Collateral Assignment and Security Agreement**
- Merger
- Change of Name

Execution Date: **January 5, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers Yes No

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

Name: **David J. Richter, Esq.**

Internal Address: **Rudnick & Wolfe**

Intellectual Property Department

Street Address: **P.O. Box 64807**

City: **Chicago** State: **IL** ZIP: **60664-0807**

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

17

7. Total fee (37 CFR 3.41):.....\$ **440.00**

Enclosed

Additional fees may be charged to
Authorized to be charged to deposit account

8. Deposit account number:

18-2284

05/05/1999 JSHABAZZ 00000101 2058523

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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.

David J. Richter

Name of Person Signing

Signature

4-27-99

Date

Total number of pages including cover sheet, attachments, and

50

TRADEMARK
REEL: 1894 FRAME: 0371

SCHEDULE A**REGISTRATIONS**

MARK	REG. NO.
MET-RX	2,058,523
MET-RX	2,169,788
METAMYOSYN	1,962,981
FOR THE BEST SHAPE OF YOUR LIFE	2,053,906
STRAZZBERRY	2,192,889
HY-GEAR	2,215,253

APPLICATIONS

MARK	SERIAL NO.
ULTRAMYOSYN	75/014953
ENGINEERED NUTRITION	75/176624
THE MET-RX HYPOTHESIS	75/379916
SOURCE ONE	75/400624
MET-RX PLUS	75/419658
SUBSTRATE SOLUTIONS	75/431640
HARD C.O.R.P.S.	75/452588
CONCEPT NUTRITION	75/465687
ARTHRO HCP	75/475,081
O-R-S	75/475083
MOBILE MIX	75/515265

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") made this 5th day of January, 1999, between MET-RX SUBSTRATE TECHNOLOGY, INC., having its chief executive office and mailing address at 2112 Business Center Drive, Irvine, California 92612 ("Grantor"), and LASALLE NATIONAL BANK, a national banking association, with its mailing address at 135 South LaSalle Street, Chicago Illinois 60603 (in its individual capacity, "LaSalle"), as administrative agent for the "Banks" under the Credit Agreement referred to below (LaSalle, in such capacity, being "Agent").

W I T N E S S E T H:

WHEREAS, MET-Rx Nutrition, Inc. (the "Company") has entered into a Credit Agreement dated as of January 5, 1999 (as amended, modified or supplemented from time to time, the "Credit Agreement"), with the Banks (as defined in the Credit Agreement and hereinafter collectively referred to as the "Banks"), and LaSalle, as administrative agent for the Banks (LaSalle, in such capacity, being "Agent"), pursuant to which the Banks have agreed to make Revolving Loans and a Term Loan (as defined in the Credit Agreement) to the Company (the Revolving Loans and Term Loan hereinafter collectively referred to as the "Loans"), the proceeds of which are to be used as set forth in the Credit Agreement; and

WHEREAS, MET-Rx USA, Inc. and Grantor (hereinafter collectively referred to as the "Guarantors") have each entered into a Guaranty, dated as of January 5, 1999 (as amended, modified or supplemented from time to time, the "Guaranty") in favor of Agent and the Banks, pursuant to which each Guarantor unconditionally guaranteed the payment and performance of all obligations of the Company under or in connection with the Credit Agreement and any other Loan Document or instrument executed in connection therewith (hereinafter referred to as the "Guarantor Obligations"); and

WHEREAS, in connection with the making of the Loans under the Credit Agreement and as security for all of the Guarantor Obligations, the Banks are requiring that Grantor shall have executed and delivered this Trademark Collateral Assignment and Security Agreement and granted the security interest contemplated hereby;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Defined Terms.**

a. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

b. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

c. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Guarantor Obligations, Grantor hereby grants to Agent, for its benefit and the ratable benefit of the Banks, a security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

a. trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, unregistered service marks, registered service marks and service mark applications including, without limitation, the unregistered trademarks, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing unregistered trademarks, registered trademarks, trademark applications, trade names, trade styles, unregistered service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

b. the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

c. license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party' s trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of Agent and the Banks under the Credit Agreement or any other Loan Document executed in connection therewith (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which Grantor is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. **Restrictions on Future Agreements.** Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of Grantor's business.

4. **New Trademarks and Licenses.** Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from Grantor has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action Agent otherwise deems appropriate to perfect or maintain the rights and interests of the Agent under this Agreement with respect to such Trademarks and Licenses.

5. **Royalties.** Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or the Banks to Grantor or anyone.

6. **Nature and Continuation of Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Guarantor Obligations have been paid in full and the Credit Agreement terminated. To the extent that the collateral assignment of the security interest in any one or more of the trademark or service mark intent to use applications would invalidate a specific trademark or service mark application or registration, then the collateral assignment of the security interest of such specific application shall be deemed without force or effect as if it had never been made.

7. **Right to Inspect; Further Assignments and Security Interests.** Agent shall have the right, during normal business hours and upon reasonable prior notice (or at any time without notice if an Event of Default exists), to inspect Grantor's premises and to examine Grantor's books, records, and operations relating to the Trademarks, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Credit Agreement and any other Loan Document executed in connection therewith, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to take any action to renew or to apply for registration of any Trademarks as Agent or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Agent's rights hereunder. Except as otherwise provided hereunder, Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of Grantor.** Grantor shall have the duty, to the extent necessary or desirable in the normal conduct of Grantor's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as Grantor deems appropriate, and (iii) to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Grantor's business. Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Guarantor Obligations secured hereby.

9. **Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit or

take any such action, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all Attorney Costs). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Guarantor Obligations secured hereby.

10. **Waivers.** No course of dealing between Grantor and Agent or the Banks, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Credit Agreement or any other Loan Document executed in connection therewith shall operate as a waiver of any of Agent's or the Banks' rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Credit Agreement or any other Loan Document executed in connection therewith shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent and the Banks may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any other Loan Document executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent and the Banks shall have the right to exercise their rights under the Credit Agreement and any other Loan Document executed in connection therewith with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of Grantor's business.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney.** All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of

the Credit Agreement and any other Loan Document executed in connection therewith, Grantor hereby authorizes Agent to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Banks under the Credit Agreement or any other Loan Document executed in connection therewith, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and the Banks and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

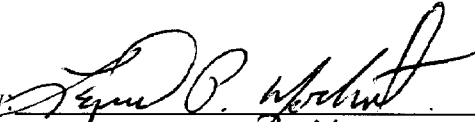
17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MET-RX SUBSTRATE TECHNOLOGY, INC.

By: 
Name: Leonard P. Moskowitz
Title: President

Accepted and agreed to in Chicago, Illinois as of this ____ day of _____, 199__.

LASALLE NATIONAL BANK, as Agent

By: _____
Name: _____
Title: _____

to the addresses set forth in the Credit Agreement.

18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

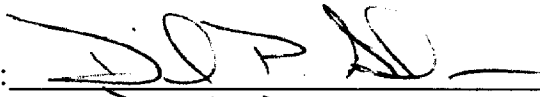
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MET-RX SUBSTRATE TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois as of this 5th day of January, 1999.

LASALLE NATIONAL BANK, as Agent

By: 
Name: David P. Gibson
Title: Vice President

State of California

County of Orange

On January 5 1999 before me, Sandra J. Braymer, Notary Public

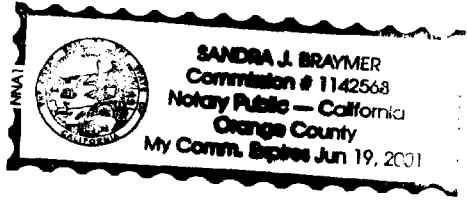
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Leonard P. Moskovits

NAME(S) OF SIGNER(S)

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.



WITNESS my hand and official seal.

Sandra J. Braymer
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Cottaluz
Assign
TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SCHEDULE A
to Trademark Collateral Assignment and Security Agreement

TRADEMARKS

Attached to this Schedule A and incorporated herein by reference are the following:

- World at a Glance trademark status report
- Foreign and Domestic Trademarks report
- MET-Rx Certificate of Registration
- “For the Best Shape of Your Life” Certificate of Registration
- “Strazzberry” Certificate of Registration

MET-RX SUBSTRATE TECHNOLOGY, INC.
 WORLD AT A GLANCE TRADEMARK STATUS REPORT
 NOVEMBER 3, 1998

FILED
 OFFICE
 1998
 REGISTERED
 ABANDONED

	MET RX (CL 5)	MET RX (CL 25, 28)	MET RX (CL 42)	METAMYOSYN (CL 5, 30)	HY GEAR (CL 5, 30)	ENGINEERED NUTRITION (CL 5)	SOURCE ONE (CL 5)	SUBSTRATE SOLUTIONS (CL 5)
EUROPE								
European Community								
Austria	R			R	P		P	P
Belgium	R			R (15, 29 & 30)				
Denmark								
France								
Germany								
Greece								
Ireland								
Italy								
Netherlands	R (29, 30, 32)	R (9, 25, 28)		R				
Portugal	R	R (25)		R (15, 29 & 30)				
Spain	R (15 & 30)	R (25)		R				
Sweden								
Switzerland								
United Kingdom								
Denmark								
France								
Germany								
Italy								
Netherlands								
Portugal	R (15 & 30)							
Spain								
Sweden								
Switzerland								

TRADEMARK

	MET RX (CL 5)	MET RX (CL 25, 28)	MET RX (CL 42)	MET AMOSYN (CL 5, 30)	HY GEAR (CL 5, 30)	ENGINEERED NUTRITION (CL 5)	SOURCE ONE (CL 5)	SUBSTRATE SOLUTIONS (CL 5)
U.S.S.R. Federation	R							
Yugoslavia	R							
Sweden	R			R (29 & 30)				
Switzerland	R (15 & 30)							
Taiwan								
Thailand								
NORTH CENTRAL AND SOUTH AMERICA								
Argentina								
Antarctic Islands								
Aruba								
Australia								
Austria								
Bahamas								
Bahrain								
Belize								
Bermuda								
Bhutan								
Bolivia								
Brazil								
British Virgin Isles	P (15, 30, 31 & 32)	P					P	P
Burkina Faso								
Burundi								
Canada	R	R (CL 25 & 28)		P	P		P (15 & 30)	P
Cape Verde								
Chad								
Chile								
China								
Colombia								
Costa Rica								
Cuba								
Dominican Republic								
Ecuador								
El Salvador								
Guatemala								
Honduras								
Jamaica								

TRADEMARK

	MET RX (ICL 5)	MET RX (ICL 25, 28)	MET-RX (ICL 42)	METAMYOSYN (ICL 5, 30)	HY GEAR (ICL 5, 30)	ENGINEERED NUTRITION (ICL 5)	SOURCE ONE (ICL 5)	SUBSTRATE SOLUTIONS (ICL 5)
USA	R						P	
Alaska								
Arizona								
California								
Colorado								
Connecticut								
Delaware								
District of Columbia								
Florida								
Georgia								
Hawaii								
Illinois								
Indiana								
Iowa								
Kansas								
Kentucky								
Louisiana								
Maine								
Maryland								
Massachusetts								
Michigan								
Minnesota								
Mississippi								
Missouri								
Montana								
Nebraska								
Nevada								
New Hampshire								
New Jersey								
New Mexico								
New York								
North Carolina								
North Dakota								
Ohio								
Oklahoma								
Oregon								
Pennsylvania								
Rhode Island								
South Carolina								
South Dakota								
Tennessee								
Texas								
Utah								
Vermont								
Virginia								
Washington								
West Virginia								
Wisconsin								
Wyoming								
Alaska								
Arizona								
California								
Colorado								
Connecticut								
Delaware								
District of Columbia								
Florida								
Georgia								
Hawaii								
Illinois								
Indiana								
Iowa								
Kansas								
Kentucky								
Louisiana								
Maine								
Maryland								
Massachusetts								
Michigan								
Minnesota								
Mississippi								
Missouri								
Montana								
Nebraska								
Nevada								
New Hampshire								
New Jersey								
New Mexico								
New York								
North Carolina								
North Dakota								
Ohio								
Oklahoma								
Oregon								
Pennsylvania								
Rhode Island								
South Carolina								
South Dakota								
Tennessee								
Texas								
Utah								
Vermont								
Virginia								
Washington								
West Virginia								
Wisconsin								
Wyoming								
Alaska								
Arizona								
California								
Colorado								
Connecticut								
Delaware								
District of Columbia								
Florida								
Georgia								
Hawaii								
Illinois								
Indiana								
Iowa								
Kansas								
Kentucky								
Louisiana								
Maine								
Maryland								
Massachusetts								
Michigan								
Minnesota								
Mississippi								
Missouri								
Montana								
Nebraska								
Nevada								
New Hampshire								
New Jersey								
New Mexico								
New York								
North Carolina								
North Dakota								
Ohio								
Oklahoma								
Oregon								
Pennsylvania								
Rhode Island								
South Carolina								
South Dakota								
Tennessee								
Texas								
Utah								
Vermont								
Virginia								
Washington								
West Virginia								
Wisconsin								
Wyoming								

AUSTRALIA, ASIA AND PACIFIC, RIM

Alaska								
Arizona								
California								
Colorado								
Connecticut								
Delaware								
District of Columbia								
Florida								
Georgia								
Hawaii								
Illinois								
Indiana								
Iowa								
Kansas								
Kentucky								
Louisiana								
Maine								
Maryland								
Massachusetts								
Michigan								
Minnesota								
Mississippi								
Missouri								
Montana								
Nebraska								
Nevada								
New Hampshire								
New Jersey								
New Mexico								
New York								
North Carolina								
North Dakota								
Ohio								
Oklahoma								
Oregon								
Pennsylvania								
Rhode Island								
South Carolina								
South Dakota								
Tennessee								
Texas								
Utah								
Vermont								
Virginia								
Washington								
West Virginia								
Wisconsin								
Wyoming								

TRADEMARK

	MET RX (ICL 5)	MET RX (ICL 25, 28)	MET RX (ICL 42)	METAMYOSYN (ICL 5, 30)	HY GEAR (ICL 5, 30)	ENGINEERED NUTRITION (ICL 5)	SOURCE ONE (ICL 5)	SUBSTRATE SOLUTIONS (ICL 5)
Algeria								
Andorra								
Angola								
Antigua								
Argentina								
Armenia								
Australia								
Austria								
Azerbaijan								
Bahamas								
Bahrain								
Bangladesh								
Barbados								
Belarus								
Belgium								
Belize								
Benin								
Bhutan								
Bolivia								
Bosnia								
Brazil								
Bulgaria								
Burkina Faso								
Burundi								
Cambodia								
Cameroon								
Canada								
Cape Verde								
Chad								
Chile								
China								
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Venezuela								
Vietnam								
Yemen								
Zambia								
Zimbabwe								

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MET-RX SUBSTRATE TECHNOLOGY, INC./MET-RX CLOTHING
 FOREIGN AND DOMESTIC TRADEMARKS
 METSTI.000/METCLO.000

November 12, 1998

UNLESS SPECIFIED, DATES APPEAR AS MO.DY.YR

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO. FILING DATE</u>	<u>PRIORITY NO. PRIORITY DATE</u>	<u>REG. NO. REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
Australia 002WAW	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance in this class.	631401 06.02.94	N/A	631401 06.02.94	06.02.04	Registered
041WAW	HY GEAR	5 - Nutritional supplements 30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance.	742520 08.27.97		742520 03.13.98	08.27.07	Registered
051WAW	SOURCE ONE	5 Nutritional supplements 30 Nutritional food products which enhance strength, body & muscle mass and physical endurance.	764187 06.05.98	75/400.624 12.05.97			Published
053WAW	SUBSTRATE SOLUTIONS	5 - Nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance.	769598 08.06.98				Pending
Austria 002WAT	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance.	AM1935/94 04.21.94	N/A	175575 05.08.98	05.08.08	Registered

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
015WAT	METAMYOSYN	5 - Nutritional supplements, namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals	AM 3609/95 06.28.95	N/A	162.650 2.21.96	2.28.06	Registered
015WBX	METRIX	30 - Food consisting of proteins, carbohydrates, vitamins and minerals sold in solid and powdered form which can be ingested directly or added to other foods	825758 04.20.94	N/A	551525 04.20.94	04.20.04	Registered
015WBX	METAMYOSYN	5 - Pharmaceutical and medical nutritional supplements, consisting of proteins, carbohydrates, vitamins and minerals in solid or powdered form.	849673 06.09.95	74/608787 12.09.94	576031 06.09.95	06.09.05	Registered
		29 - Food/Nutritional Supplements (insofar as not included in other classes), consisting of protein, carbohydrates, vitamins and minerals, in solid or powdered form.					
		30 - Food/Nutritional Supplements (insofar as not included in other classes), consisting of protein, carbohydrates, vitamins and minerals, in solid or powdered form.					

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<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
002WBR	MET RX	5 (18 & 50) - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	820.406.155 11.26.97				Pending, filed in National Class 5.18 & 5.50
051WBR	SOURCE ONE	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	820.824.917 06.08.98	75/400/624 12.05.97			Pending
053WBR	SUBSTRATE SOLUTIONS	5 Nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	820.966.495 08.07.98				Pending
054WBR	MET RX	32 Nutritional food supplements composed of vitamins and food increasing resistance, body building, muscle building as well as physical endurance, for non medical use	820.423.785 12.05.97				Published 09.08.98
059WBR	MET RX	30 (& 31) - Nutritional food products which enhance strength, body and muscle mass, and physical endurance	819.325.643 06.19.96				Pending Assigned by Sports Nutrition Centre
002WCA	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	755626 05.25.94	N/A	447,065 9.01.95	09.01.10	Registered Date of first use in Canada: October 1991

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
051WCA	ME TAMYOSYN	5 Nutritional supplements, namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals 30 Food consisting of proteins, carbohydrates, vitamins and minerals solid in solid and powdered form which can be ingested directly or added to other foods	784787 06 09 95	74/608787 12 09 94	496502 06 19 98	06 19 03	Registered
ME TLO 001WCA	ME T RX	25 Clothing, headwear, and footwear 28 Weight belts, sport bags, weight gloves, wrist wraps, athletic wraps, weights, body building apparatus, water bottles for sports	765974 10 12 94	74/512409 04 14 94			Pending
ME TTI 041WCA	HY GEAR	5 Nutritional supplements 30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance	854546 08 27 97				Pending
051WCA	SOURCE ONE	5 Nutritional Supplements 30 Nutritional food products which enhance strength, body and muscle mass and physical endurance	880,525 06 05 98	75/400,624 12 05 97			Pending
053WCA	SUBSTRATE SOLUTIONS	5 Nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	886,747 08 06 98	75/431,640 02 10 98			Pending

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
European Union 041WEU	HY GEAR	5 Nutritional supplements 30 -- Nutritional food products which enhance strength, body and muscle mass, and physical endurance	614859 08.27.97				Pending
041WEU	SOURCE GINE	5 Food supplements	843,185 06.05.98	75/400,624 12.05.97			Pending
053WEU	SUBSTRATE SOLUTIONS	5 Nutritional supplements which include vitamins and food which enhance strength, body and muscle mass and physical endurance	900886 08.06.98	75/431,640 02.10.98			Pending
European Union 042WEU	ME T R X	5 -- Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	941944 04.19.94	N/A	143479 04.09.96	04.09.06	Registered

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005WFR	ME T RX	29 Nutritional food supplements composed of vitamins and food increasing resistance, body building, muscle building as well as physical endurance, for non medical use	94/519933 05.11.94	N/A	94/519933 10.28.94	05.10.04	Registered
005WFR	ME TAMYOSYN	30 Nutritional food supplements composed of vitamins and food increasing resistance, body building, muscle building as well as physical endurance, for non medical use	95/575.300 06.12.95	N/A	95/575.300 12.01.95	06.12.05	Registered
		32 Nutritional food supplements composed of vitamins and food increasing resistance, body building, muscle building as well as physical endurance, for non medical use					
		30 Food consisting of proteins, carbohydrates, vitamins and minerals sold in solid and powdered form which can be ingested directly or added to other foods					

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
94/540157	MET RX	9 Weight belts 25 Clothing, headwear, and footwear	94/540157 10.13.94	74/512409 04.14.94	94/540157 10.13.94	10.13.04	Registered
94/540157	MET RX	28 Sport bags, weight gloves, wrist wraps, athletic wraps, weights, body building apparatus	M77729/5Wz 04.25.94	N/A	2911696 09.19.95	04.25.04	Registered
94/540157	MET RX	5 Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies, food nutritional supplements, including food nutritional supplements containing vitamins, foods which enhance the strength, physical endurance, body and muscle mass; plasters, materials for dressings; material for stopping teeth. dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides					

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001WDF	ME TAMYOSYN	Class 5 - Pharmaceutical, veterinary and sanitary substances adapted for medical use, food for babies, Class 29 - Nutritional supplements, in particular in powdered and solid form consisting of proteins, carbohydrates, vitamins and minerals; Class 30 - Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereal, bread, pastry and confectionery, ices, honey, treacle; yeast, baking powder; salt, mustard, vinegar, sauces (condiments), spices, food consisting of proteins, carbohydrates, vitamins and minerals in solid and powdered form which can be ingested directly or added to other foods.	39526360 3 06.26.95	74/608787 12.09.94	39526360 04.19.96	06.26.05	Registered
001WDF	ME T RX	25 - Clothing, headwear, and footwear	M79161/25 W7 10.10.94	74/512409 04.14.94	2904795 04.27.95	10.31.04	Registered
002WIE	ME T RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	94/2363 04.18.94	N/A	160275 4.18.94	04.18.01	Registered
002WIL	ME T RX	5 - Nutritional Supplements	118703 03/24/98	N/A			Pending

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0015WIT	ME T RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	T094C001500 05 31 94	N/A	683532 07.04.96	05.31.04	Registered
0015WIT	ME T AMY O SYN	5 - Nutritional supplements, namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals	T095C002151 07 04 95	N/A	717682 07.17.97	07 04 05	Registered
0015WIT	ME T RX	30 - Food consisting of proteins, carbohydrates, vitamins and minerals sold in solid and powdered form which can be ingested directly or added to other foods	6 52757 05 27 94	N/A	3265175 02.24.97	02 24 07	Registered
0015WJP	ME T AMY O SYN	29 - Powdered, bar-shaped, tableted, granulated, capsulated and liquid processed foods containing milk proteins, carbohydrates, vitamins and minerals	7 69598 07 10 95	N/A	3365213 12 05 97	12 05 07	Registered
ME TCLO 001WJP	ME T RX	25 Headwear (including hats and caps), other clothing and footwear	6.103995 10.13.94	74/512409 04 14 94			Pending. OA 11 28 98

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
002WVW	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	207764 08.08.94	N/A	476096 10.05.94	08.08.04	Registered
002WVW	SOURCE OF LIFE	5 Nutritional supplements	335140 06.05.98	75/400,624 12.05.97			Pending. OA r 11.02.98
002WVW	MET RX	5 Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	237518 06.02.94	N/A	237518 05.02.96	06.02.01	Registered
002WVW	MET RX	5 Food nutritional supplements for medical purposes, namely food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	94.2369 04.21.94	N/A	178219 11.28.96	11.28.06	Registered
002WVW	MET RX	30 - Brownie bars, bakery goods, pizza, ice cream and bread for turkey burgers					
002WVRU	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	94015700 05.10.94	N/A	134480 11.24.95	5.10.04	Registered

Russian Federation

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
<u>Arabia</u> 012WSA	MET RX	5 - Nutritional supplements	44208 06.06.98	N/A	N/A		Pending
<u>Japan</u> 041WSG	HY GEAR	5 - Nutritional supplements	10604/97 08.27.97				Pending
<u>WSG</u> 055WSG	HY GEAR	30 - Nutritional food products which enhance strength, body and muscle mass, and physical endurance	10605/97 08.27.97				Pending
<u>South Africa</u> 012WZA	MET RX	5 - Pharmaceutical, medicinal and sanitary preparations and substances, dietetic substances adapted for medical use, food for babies; food nutritional supplements, including those containing vitamins and foods which enhance strength, body and muscle mass and physical endurance; plasters, materials for dressings; materials for stopping teeth, dental wax, disinfectants for human use	94/5534 06.02.94	N/A	94/5534 06.02.94	06.02.04	Registered
<u>WZA</u> 010WZA	MET RX	42 - Retail services and wholesale services and services ancillary and supplementary thereto	94/10262 09.22.94	N/A	94/10262 03.12.97	09.22.04	Registered
<u>Spain</u> 0102WES	MET RX	5 - Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	1815422 04.18.94	N/A	1815422 11.21.94	04.18.04	Registered - 2nd Quinqu <u>18 Apr 99</u>

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
005WES	ME TAMYOSYN	29 -- Meat and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, marmalades; fruit sauces; edible oils and fats, and in particular, proteins for food and humans, meat, fish eggs, milk and milk products	1.974.257 06.30.95	N/A	1.974.257 06.30.95	06.30.05	Registered
005WES	ME TAMYOSYN	30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; bread, pastry and confectionery, edible ices; honey, treacle, yeast, baking powder, salt, mustard; vinegar, sauces (condiments); spices; ice and in particular, sugar, starch for use with food, flour and preparations made from cereals sold in solid and powdered forms which may be ingested directly or added to other foods	1.974.258 06.30.95	N/A	1974258 06.30.95	06.30.05	Registered
002WSE	ME TRX	5 -- Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	94.04156 04.18.94	N/A	300098 03.24.95	03.24.05	Registered .. Obtained letter of consent from H. Lundbeck AB, owner of cited trademark "METRAX"

Sweden

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
<u>Netherlands</u> 002WCH	ME T RX	5 - Nutritional Supplements, namely, powdered and solid food supplements consisting of proteins, carbohydrates, vitamins and minerals	2631/1994.3 04.20.94	N/A	433226 12.20.96	04.20.04	Registered
<u>United Arab Emirates</u> 002WAF	ME T RX	5 Nutritional supplements	25448 02.23.98				Pending
<u>United Arab Emirates</u> 002WAF	ME T RX	30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance	25449 02.23.98				Pending
<u>United Kingdom</u> 002WGB	ME T RX	5 Food nutritional supplements which include vitamins and foods which enhance strength, body and muscle mass and physical endurance	1569399 04.20.94	N/A	1569399 12.29.95	4.20.01	Registered
<u>United Kingdom</u> 002WGB	ME T RX	30 - Nutritionally balanced foods containing proteins, carbohydrates, vitamins and/or minerals, all in solid or powdered form.	2020747 05.17.95	N/A	2020747 08.09.96	05.17.05	Registered

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000WGB	ME TAMYOSYN	5 - Nutritional supplements, namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals 30 - Food supplements consisting of proteins, carbohydrates, vitamins and minerals solid in solid and powdered form which can be ingested directly or added to other foods	2025384 06.28.95	N/A	2025384 06.28.95	06.28.05	Registered
ME TULO 001WGB	ME T R X	25 - Shirts, tee shirts, tank tops, sweatshirts, trousers, track suits, jogging trousers, leggings, shorts, sweaters, jackets, socks, hats and caps	1587568 10.10.94	74/512409 04.14.94	1587568 4.14.94	4.14.01	Registered
<u>United States</u>							
ME TULO 001T	ME T R X	25 - Shirts, T-shirts, tank tops, sweatshirts, trousers, track suits, jogging trousers, leggings, shorts, sweaters, jackets, socks, hats and caps	74/512409 04.14.94		2169788 06.30.98	06.30.08	Registered
002T	ME T R X	5 - Nutritional Supplements, namely, powdered and solid food supplements consisting of proteins, carbohydrates, vitamins and minerals 30 - Food consisting of proteins, carbohydrates, vitamins and minerals, namely, bakery goods, food bars, ice cream, ice milk, pizza and turkey burger sandwiches.	74/431171 09.02.93		2,058,523 05.06.97	05.06.07	Registered

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO. FILING DATE</u>	<u>PRIORITY NO. PRIORITY DATE</u>	<u>REG. NO. REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
4215CA	MITAMYOSYN	5 Nutritional Supplements, namely, powdered and solid food supplements consisting of proteins, carbohydrates, vitamins and minerals 30 protein mixture sold as a component of vitamin and mineral enriched foods namely, fudge brownies, bakery goods, ice cream, pizza and turkey burger sandwiches.	74/608787 12 09 94		1,962,981 3.19.96	3 19.06	Registered
4215CA	MFI RX	5 Food consisting of proteins, carbohydrates, vitamins & minerals sold in solid & powdered form which can be ingested directly or added to other foods			100851 02 09 96	02.09.06	California State Registration -- 1st Use in CA : 05 20 91 -- 1st Use anywhere: 05.20.91
4215CA	ULTRAMYOSYN	5 Nutritional supplements namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals 30 Food consisting of proteins, carbohydrates, vitamins and minerals sold in solid and powdered form which can be ingested directly or added to other foods	75/014953 11 3 95				Allowed 04.01.97; Statement of Use filed 4/1/98. Non-Final refusal OA mailed 05 07 98

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0617	ENGINEERED NUTRITION	5 Nutritional supplements namely powdered and solid food consisting of proteins, carbohydrates, vitamins and minerals	75/176624 10.03.96				Proceedings suspended
0618		30 Food consisting of proteins, carbohydrates, vitamins and minerals sold in solid and powdered form which can be ingested directly or added to other foods					
0619	THE METRIX HYPOTHESIS	5 Nutritional supplements 30 Nutritional food products, including food bars	75/379,916 10.27.97				Pending: Approved for publication 04.08.98; Non Final OA mailed 07.01.98 Approved for publication 10.22.98
0620	HY-GEAR	5 Nutritional Supplements 30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance	75/249685 02.28.97				AAU filed 03.23.98. Published 06.16.98 Statement of Use accepted. registration expected in due course
0621	SERRAZZIBERRY	5 Nutritional Supplements	75/291,797 05.14.97			2,192,889 09.29.98	Registered
0622	SOURCE ONE	5 Nutritional Supplements 30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance	75/400,624 12.05.97				Pending-Non Final OA mailed 09.01.98
0623	ARTHRO HCP	5 Nutritional Supplements	75/475,081 04/27/98				Pending
0624	O R S	32 Non-alcoholic, non- carbonated rehydration beverages	75/475,083 04/27/98				Pending, Non Final OA mailed 10.21.98

<u>FILE NO.</u>	<u>MARK</u>	<u>CLASS/GOODS</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>PRIORITY NO.</u> <u>PRIORITY DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>COMMENTS</u>
0611	MET RX	25 Clothing, namely, shirts, t-shirts, tank tops, sweatshirts, pants, sweat pants, leggings, shorts, sweaters, jackets, socks, hats and caps	74/512409 04 14 94		06.30.98		Registered
0615CA	MET RX	25 Clothing, headwear and footwear	12 11 95		101071 04.10.96	04.10.06	Registered (California S --1st Use: 05.20.91 --1st Use Anywhere 05.20.91
0621	MET RX PLUS	5 Nutritional supplements	75/419,658 01 19 98				Published 09 15 98
0631	SUBSTRATE SOLUTIONS	5 Nutritional supplements	75/431,640 02 10 98				Pending Final review before publication completed 10 21 98
0641	HARD CORPS	42 Membership services	75/452,588 03 18 98				Pending
0651	CONCEPT NUTRITION	5 Nutritional supplements	75/465,687 04 10 98				Pending
0661	FOR THE BEST SHAPE OF YOUR LIFE	5 Nutritional supplements 30 Nutritional food products which enhance strength, body and muscle mass, and physical endurance	74/670,499 05 05 95		2,053,906 04 22 97	04 22 07	Registered
0681	MET RX JUICE CAFE and Design	42 Restaurants and retail stores featuring food and drinks specifically engineered for nutritional purposes	75/121,119 06 10 96		2,055,415 04 22 97	04 22 07	Registered
0681	MOBILE MIX	5 Nutritional supplements	75/515,265 07 08 98				Pending
0711	ANDRO HEAT	5 Nutritional supplements	75/558,676 09 24 98				Pending
0721	ANDRO CUTS	5 Nutritional supplements	75/565,564 10 06 98				Pending
0731	NOR ANDRO CUTS	5 Nutritional supplements	10 12 98				Pending

Reference #	Mark	Filed	Ap #	Reg Date	Reg #	Status	Classes
T02175US0	Food Has Evolved	05/11/95	74/674,350			Pending	5,25,28, 30
T02249US0	For The Best Shape Of Your Life	05/05/95	74/670,499	04/22/97	2,053,906	Registered	05,25,30

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600 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90017-3212
(213) 624-2400 • FAX (213) 975-1740

Direct Dial: (213) 975-1722

May 15, 1997

VIA FEDEX

Jerrold J. Pellizzon
Chief Financial Officer
MET-Rx USA, Inc.
2112 Business Center Drive
Irvine, California 92715

RE: Reg. No. 2,058,523
For MET-RX
In Classes 5 and 30
In the United States
Our Ref.: 75873-00002

Dear Mr. Pellizzon:

I am pleased to enclose the Certificate of Registration for the above mark.
Further particulars are listed below:

Reg. Date:	May 6, 1997
Renewal Date:	May 6, 2007
Declaration Due:	May 6, 2003
Goods:	Nutritional supplements, namely powdered and solid food supplements consisting of proteins, carbohydrates, vitamins and minerals (in Class 5); and food consisting of proteins, carbohydrates, vitamins and minerals, namely bakery goods, fudge bars, ice cream, ice milk, pizza, and turkeyburger sandwiches (in Class 30).

Please note that you should now always use the notice ® next to the mark when used in connection with the goods to indicate that it is federally registered and to warn off potential infringers. Failure to use this notice can result in your inability to recover damages against an infringer in a lawsuit.

CLEVELAND, OHIO
(216) 621-0200

COLUMBUS, OHIO
(614) 228-1541

DENVER, COLORADO
(303) 861-0600

HOUSTON, TEXAS
(713) 751-1600

LONG BEACH, CALIFORNIA
(310) 432-2827

ORLANDO, FLORIDA
(407) 649-4000

WASHINGTON, D.C.
(202) 861-1500

TRADEMARK

REEL: 1894 FRAME: 0407

Jerrold J. Pellizzon
May 15, 1997
Page 2

I also remind you that you must continue to use the mark "in commerce," which means "in the ordinary course of trade." Non-use of the mark for three consecutive years is considered strong evidence of abandonment.

As set forth above, a Declaration of Use must be filed by May 6, 2003 demonstrating that the mark is still in "use in commerce." I will send this Declaration to you for execution at the appropriate time.

If you have any further questions regarding this or any other matter, please feel free to contact me.

Sincerely,



Steve W. Ackerman
of BAKER & HOSTETLER LLP

SWA:smd

Enclosure

cc: Anthony M. Keats, Esq.
Larry W. McFarland, Esq.

HEE3776\METRX\METRXREG.LTR

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 Commissioner of Patents and Trademarks, 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 a 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.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. Cls.: 5 and 30

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

Reg. No. 2,058,523

United States Patent and Trademark Office

Registered May 6, 1997

**TRADEMARK
PRINCIPAL REGISTER**

MET-RX

MET-RX SUBSTRATE TECHNOLOGY, INC.
(CALIFORNIA CORPORATION)
2112 BUSINESS CENTER DRIVE
IRVINE, CA 92715

FOR: NUTRITIONAL SUPPLEMENTS,
NAMELY POWDERED AND SOLID FOOD
SUPPLEMENTS CONSISTING OF PROTEINS,
CARBOHYDRATES, VITAMINS AND MINER-
ALS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51
AND 52).

FIRST USE 9-11-1992; IN COMMERCE
9-11-1992.

FOR: FOOD CONSISTING OF PROTEINS,
CARBOHYDRATES, VITAMINS AND MINER-
ALS, NAMELY BAKERY GOODS, FUDGE
BROWNIE AND VANILLA PROTEIN FOOD
BARS, ICE CREAM, ICE MILK, PIZZA, AND
TURKEYBURGER SANDWICHES, IN CLASS 30
(U.S. CL. 46).

FIRST USE 9-11-1992; IN COMMERCE
9-11-1992.

SER. NO. 74-431,171, FILED 9-2-1993.

JOHN MICHOS, EXAMINING ATTORNEY

LARSON AND TAYLOR

727 TWENTY-THIRD STREET SOUTH
ARLINGTON, VIRGINIA 22202

TELEPHONE (703) 920-7200
FACSIMILE (703) 892-8428

May 15, 1997

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B. AARON SCHULMAN*
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KEVIN R. KLEIN

OF COUNSEL
ANDREW E. TAYLOR
E. FULTON BRYLAWSKI*
HAROLD L. NOVICK*
GAYLE PARKER

ROBERTS B. LARSON
(1904-1985)

PATENT, TRADEMARK,
COPYRIGHT
AND RELATED
CAUSES

INTERNET
www.larsonataylor.com
iplaw@larsonataylor.com

* BAR OTHER THAN VA

Mr. Jerrold J. Pellizzon
Chief Operating Officer
MET-Rx USA, INC.
2112 Business Center Drive
Irvine, California 92715

Re: "FOR THE BEST SHAPE OF YOUR LIFE"
U.S. Trademark Appln. Ser. No. 74/670,499

Dear Mr. Pellizzon:

We are pleased to enclosed herewith the Certificate of Registration which has issued from the above-identified trademark application. The registration was granted on April 22, 1997, and bears No. 2,053,906. It has a term of ten years and an Affidavit of Use must be submitted between the fifth and sixth year from the date of registration. We have docketed the dates for filing an Affidavit of Use and renewals and will advise you accordingly.

Finally, please note that now that the mark is registered it should always be used together with a proper registration notice (i.e., "Registered in U.S. Patent and Trademark Office" or "Reg. U.S. Pat. & TM. Off." or ®). Failure to use a proper notice may have a significant adverse effect on damages in an infringement suit based on the mark.

With best wishes.

Sincerely,


Marvin Petry

MP:ss

Enclosure

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 Commissioner of Patents and Trademarks, 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 a 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.



Bence Lehman

Commissioner of Patents and Trademarks

Maintenance Requirements

Section 8: This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently, a fee of \$100, and a specimen showing how the mark is used in commerce, is required for *each* international class of goods and/or services identified in the certificate of registration and must be enclosed with the affidavit.

Section 9: This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently, a fee of \$300, and a specimen showing how the mark is used in commerce, is required for *each* international class of goods and/or services identified in the certificate of registration and must be enclosed with the affidavit.

Int. Cls.: 5, 25 and 30

Prior U.S. Cls.: 6, 18, 22, 39, 44, 46, 51 and 52

Reg. No. 2,053,906

United States Patent and Trademark Office

Registered Apr. 22, 1997

**TRADEMARK
PRINCIPAL REGISTER**

FOR THE BEST SHAPE OF YOUR LIFE

MET-RX SUBSTRATE TECHNOLOGY, INC.
(NEVADA CORPORATION)
2112 BUSINESS CENTER DRIVE
IRVINE, CA 92715

FOR: NUTRITIONAL SUPPLEMENTS,
NAMELY POWDERED AND SOLID FOOD
SUPPLEMENTS CONSISTING OF PROTEINS,
CARBOHYDRATES, VITAMINS AND MINER-
ALS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND
52).

FIRST USE 10-1-1993; IN COMMERCE
10-1-1993.

FOR: SHIRTS, JACKETS, HATS AND SWEAT
PANTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 10-1-1993; IN COMMERCE
10-1-1993.

FOR: FOOD CONSISTING OF PROTEINS,
CARBOHYDRATES, VITAMINS AND MINER-
ALS, NAMELY, BAKERY GOODS, CHOCO-
LATE AND VANILLA-BASED FOOD BARS,
ICE CREAM, ICE MILK, PIZZA AND TURKEY
BURGER SANDWICHES, IN CLASS 30 (U.S. CL.
46).

FIRST USE 10-1-1993; IN COMMERCE
10-1-1993.

SER. NO. 74-670,499, FILED 5-5-1995.

BARNEY CHARLON, EXAMINING ATTORNEY

INTELLECTUAL PROPERTY LAW
KNOBBE, MARTENS, OLSON & BEAR

A LIMITED LIABILITY PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

PATENT, TRADEMARK AND COPYRIGHT CAUSES

620 NEWPORT CENTER DRIVE

SIXTEENTH FLOOR

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DOUGLAS G. MUEHHAUSER
LORI L. YAMATO
STEPHEN M. LOBBIN
ANN A. BYUN

October 28, 1998

VIA CERTIFIED MAIL

Jerrold J. Pellizzon
MET-RX SUBSTRATE TECHNOLOGY, INC.
2112 Business Center Drive
Irvine, CA 92612

Re: Certificate of Registration
Mark: STRAZZBERRY
Serial No: 75/291,797
Registration No.: 2,192,889
Registration Date: September 29, 1998
Class: 5
Our Reference No.: METSTI.043T

Dear Jerry:

We are pleased to enclose Certificate of Registration No. 2,192,889 which was entered on the Principal Register on September 29, 1998 for the mark STRAZZBERRY in connection with nutritional supplements, namely powdered and solid food supplements consisting of proteins, carbohydrates, vitamins and minerals. The term of this registration is for a period of ten years.

Please review the notice on the inside, front cover of the registration. Unless an affidavit showing continued use of the mark is filed between the fifth and sixth anniversaries of the registration date, the registration will be automatically canceled by the U.S. Patent and Trademark Office.

When you use the mark STRAZZBERRY in connection with the goods listed in the registration you should use ® to indicate that it is registered. Otherwise, your right to recover damages for infringements may be lost. You can, of course, use up your existing inventory of items using the mark without the ®. If you are using the mark several times in a single advertisement or brochure, you need not include the ® each time, so long as the ® is displayed with at least one prominent usage. If you have any questions about this, please call.

Jerrold J. Pellizzon

October 28, 1998

Page -2-

If you have used or intend to use the mark in connection with goods or services that are not set forth in the Certificate, you should consider obtaining an additional registration for those goods or services.

You may also wish to record your federal registration with the U.S. Customs Service to prevent the importation of counterfeit or diverted genuine products. The U.S. Customs fee for recording a registration is \$190 per class; our fees for preparing the formal documents would be added to this amount.

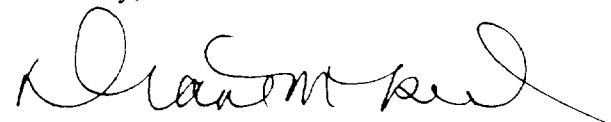
In addition, you should be aware that the use of the ® symbol in certain foreign countries where the mark is not registered constitutes a serious violation of local law. If you are using the ® in foreign countries, please contact us so that we may advise you further.

As you know, this registration is only for the United States. If you have now, or plan to have in the future, any significant business in foreign countries, we suggest you consider seeking registration of the mark in those foreign countries which are important to your business, if you have not already done so. Most countries permit a mark to be registered before it is used there, although use is eventually required in many countries to maintain the registration. In many countries, it is even possible for someone else to register your mark before you do, and then prevent you from selling products with that mark in that country. Even if this is done in bad faith by someone who is familiar with, or even associated with, your business, you may be left without a remedy. The cost of filing a foreign application varies from country to country, but averages about \$1,000-\$1,500 per country, per class.

In addition, for European trademark protection you may wish to consider the Community Trademark ("CTM"). This is a unitary trademark registration, which will provide protection in all 15 member states of the European Union. The mark need not be used in Europe before the CTM registration issues. To maintain the CTM registration in all 15 member states, the mark need only be used in one member state. The approximate cost of filing a CTM application is \$2,200-\$2,500.

If you have any questions about this letter, or if you are interested in discussing foreign applications, please do not hesitate to call.

Sincerely,



Diane M. Reed

Enclosure

Certified Mail No.: P 410 820 450

DMR-9566:hb/nrl
102898

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 Commissioner of Patents and Trademarks, 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 a 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.



Bruce Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 5

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

Reg. No. 2,192,889

United States Patent and Trademark Office

Registered Sep. 29, 1998

**TRADEMARK
PRINCIPAL REGISTER**

STRAZZBERRY

MET-RX SUBSTRATE TECHNOLOGY, INC.
(NEVADA CORPORATION)
2112 BUSINESS CENTER DRIVE
IRVINE, CA 92715

FOR: NUTRITIONAL SUPPLEMENTS,
NAMELY, POWDERED AND SOLID FOOD
SUPPLEMENTS CONSISTING OF PROTEINS,
CARBOHYDRATES, VITAMINS AND MINER-

ALS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51
AND 52).

FIRST USE 6-1-1997; IN COMMERCE
6-1-1997.

SN 75-291,797, FILED 5-14-1997.

JENNIFER CHICOSKI, EXAMINING ATTOR-
NEY

SCHEDULE B
to Trademark Collateral Assignment and Security Agreement

LICENSES

None.

A:\DR1547\SHA238\MRKSCHED.001

RECORDED: 04/30/1999

TRADEMARK
REEL: 1894 FRAME: 0420