

TRADEMARK RECORDATION COVER SHEET

JD

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513



01-14-2003
102336706

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Golub Associates Incorporated</p> <p><input type="checkbox"/> Individual(s) 1-8-03 <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Weed Wizard Acquisition Corp.</u> Street Address: <u>655 Montgomery Street</u> _____ City <u>San Francisco</u> State <u>CA</u> Zip <u>94111</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Agreement</u></p> <p>Execution Date: <u>November 12, 2002</u></p>	<p>4. Application number(s) or registration number(s) 1</p> <p>A. Trademark Application No(s): Please see attached Schedule A.</p> <p>B. Trademark Registration No(s): Please see attached Schedule A.</p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Marshall C. Stoddard, Esq.</u> Street Address: <u>Mayer, Brown, Rowe & Maw</u> <u>350 South Grand Avenue, 25th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

01/14/2003 LMUELLER 00000053 2479878
01 FC:0521 40.00 DP

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.

Terry Luu		December 20, 2002
Name of Person Signing	Signature	Date

SCHEDULE A

#	Mark	Registration No.	Registration Date	Serial No.	Filing Date
1.	Flexitrim	2479878	8/21/01		

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (the "Release") granted on this 12 day of November, 2002, is made by the Golub Associates Incorporated, a New York corporation ("Golub") to Weed Wizard Acquisition Corp., a Delaware corporation ("Grantor"), is as follows:

W I T N E S S E T H:

WHEREAS, the Grantor has heretofore granted to Golub, a security interest in certain trademarks, trademark registrations, trademark applications, trade names and services marks and trademark licenses (the "Marks") more particularly set forth on Schedule A attached hereto, all given to secure the obligations of the Grantor as defined in the Trademark Security Agreement between the parties dated February 20, 2002 (the "Trademark Security Agreement"), a copy of which was recorded in the United States Patent and Trademark Office on March 15, 2002, at Reel 002477, Frame 0098; and


WHEREAS, Golub wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Golub hereby releases, discharges, quitclaims and relinquishes unto the Grantor any and all right, title and interest in and to the Mark, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and services marks and trademark licenses set forth on the Schedule A attached hereto, all granted to Golub by the Grantor by the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

Dated: November 12, 2002

GOLUB ASSOCIATES INCORPORATED,
a New York corporation

By: 
Name: GREGORY W. CASHMAN
Title: VICE PRESIDENT

