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Filing date: **05/07/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92053424
Party	Plaintiff ProThera, Inc.
Correspondence Address	Bruce Methven Methven & Associates 2232 Sixth Street Berkeley, CA 94710 UNITED STATES kpriore@methvenlaw.com
Submission	Testimony For Plaintiff
Filer's Name	Bruce E. Methven
Filer's e-mail	bmethven@methvenlaw.com
Signature	/BEM/
Date	05/07/2012
Attachments	Prothera's evidentiary submission.pdf (2 pages)(32177 bytes) Prothera - Declaration of Janet Ralston.pdf (3 pages)(128903 bytes) Prothera Exhibits 1 through 8 to the Declaration of Janet Ralston.pdf (75 pages)(5919423 bytes)

1 BRUCE E. METHVEN (Bar No. 095486)
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5 Berkeley, California 94710
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8 Attorneys for Petitioner
9 PROTHERA, INC.

10 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
11 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

12 PROTHERA, INC.

13 Petitioner,

14 vs.

15 WORLD NUTRITION INC.

16 Respondent.

In RE Registration No. 3,783,555
Cancellation No. 92053424

**PETITIONER'S EVIDENTIARY
SUBMISSION**

17 Petitioner Prothera, Inc. (hereinafter, "Prothera") hereby submits this evidentiary
18 submission in support of the above-captioned Cancellation action.

19
20
21 Dated: May 7, 2012

METHVEN & ASSOCIATES

22
23
24 By: 
25 BRUCE METHVEN
26 KENNETH PRIORE
27 Attorney for Petitioner
28 PROTHERA, INC.

1 List of Evidence Submitted by Petitioner Prothera:

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1. Declaration of Janet Ralston Re: Petitioner's Evidentiary Submission.
2. Exhibits 1 – 8 to the Declaration of Janet Ralston Re: Petitioner's Evidentiary Submission.

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15 WORLD NUTRITION INC.

16 Respondent.

In RE Registration No. 3,783,555
Cancellation No. 92053424

**DECLARATION OF JANET
RALSTON RE: PETITIONER'S
EVIDENTIARY SUBMISSION**

17 I, Janet Ralston, declare as follows:

- 18
- 19 1. I submit this declaration in support of Petitioner ProThera, Inc's evidentiary
20 submission in connection with the above-referenced action. I have personal
21 knowledge of the following facts and if sworn as a witness would and could testify
22 competently thereto. I will refer to ProThera, Inc. as "ProThera" below.
- 23 2. The following is a description of my responsibilities pertaining to relevant issues in
24 the above-referenced action:
- 25 a. I am the currently Vice President of Marketing of ProThera and have been
26 for 11 years. I am also a founder and an owner of ProThera. Accordingly, I
27 am the person most knowledgeable about ProThera's business records.
- 28 b. I am familiar with the business records of ProThera because of my current

1 status as Vice President of Marketing of ProThera and the foregoing
2 background information. In the course of these duties, I have reviewed the
3 records relating to the ownership, Trademark registration activities, and the
4 present controversy relating to the Vital-Zymes trademark.

5 c. As a result of my responsibilities, as described above, I am generally familiar
6 with the business records and other documents relating to trademark
7 ownership by ProThera. I am specifically also familiar with the business
8 records and other documents relating to ProThera's ownership of the
9 trademark relating to Vital-Zymes because I have reviewed sales records,
10 marketing literature, manufacturing records, and other documents in
11 performing my job responsibilities.

12 3. Based on the foregoing, it is my understanding that ProThera is the lawful registrant
13 of Trademark Application No. 77965325. It is my understanding that ProThera
14 acquired the rights to the foregoing mark (hereinafter, the "mark") by virtue of an
15 Agreement for Purchase and Sale of Assets executed by ProThera and Klaire
16 Laboratories on or about May 6, 2004. I base this understanding upon a review of
17 that agreement. A true and correct copy of the foregoing agreement as it exists in our
18 files is attached hereto as Exhibit 1.

19 4. Attached hereto as Exhibit 2 is a true and correct copy of ProThera's Response to
20 Respondent's First Request for Production of Documents and Things.

21 5. Attached hereto as Exhibit 3 is a true and correct copy of ProThera's Response to
22 Respondent's First Set of Interrogatories.

23 6. Attached hereto as Exhibit 4 is a true and correct copy of ProThera's Petition for
24 Cancellation filed on December 20, 2010 ("the Cancellation"). The Cancellation is
25 based upon the mark, as indicated by Exhibit 4.

26 7. Attached hereto as Exhibits 5-8 are true and correct copies of ProThera's business
27 records as maintained in the ordinary course of business.

28 8. In my current position with ProThera, I am the person most qualified to make the

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foregoing statements, and am the person most knowledgeable about the foregoing documents and Exhibits.

I declare under penalty of perjury under the laws of the United States and the laws of California and Nevada that the foregoing is true and correct, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

Executed this 7 day of May, 2012, at Reno, Nevada.


Janet Ralston

Exhibit 1

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement for Purchase and Sale of Assets (the "Agreement") is made this ___ day of May, 2004 by and between Klair Laboratories, Inc., a California corporation, ("Seller") 140 Marine View Avenue, Suite 110, Solano Beach, California 92075 and ProThera Inc., a Nevada corporation, ("Buyer") 4133 Mohr Avenue, Suite I, Pleasanton, California 94566.

WHEREAS, Seller desires to sell certain of its assets (the "Assets"), as are more particularly described in this Agreement, to Buyer, and Buyer desires to purchase the Assets from Seller, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed as follows:

1. **Purchase and Sale of Assets.**

Subject to the terms and conditions of this Agreement, Seller hereby sells, transfers and assigns to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in and to the Assets. The Assets are comprised of the following:

A. The inventory of Seller as of close of business on March 31, 2004 (the "Effective Date") as is more particularly described on Exhibit "A" attached to this Agreement;

B. The equipment, furniture, and fixtures of Seller as of the Effective Date as is more particularly described on Exhibit "B" attached to this Agreement;

C. The completed goods, if any, and work in process for the Open Orders described on Exhibit "C" attached to this Agreement;

D. All booked but unshipped sales as of the Effective Date together with any back-ordered sales;

E. The prepaid expenses of Seller as detailed on Exhibit "D" attached to this Agreement together with all contract rights associated with those prepaid expenses;

F. The names "Klaire Laboratories" and "Klaire Labs" together with all other trade names and trademarks of Seller (a listing of trademarks is set forth on Exhibit "E" attached to this Agreement);

G. U.S. Patent No. 6,251,391 and U.S. Patent No. 6,447,777 together with all other patents, patents pending, patent rights, inventions, research data, product information, and licensing agreements of Seller;

H. All product lists, catalogs, sales literature, trade dress, logos, and insignia owned by Seller;

I. All customers and customer lists of Seller; and

J. All of Seller's rights to the product line "Bio-Life" and related other products.

2. **Exclusions.**

The Assets do *not* include, and Seller shall retain, all cash on hand or in the bank and Seller's accounts receivable as of the Effective Date. The accounts receivable are more particularly described on Exhibit "F" attached to this Agreement. Notwithstanding the transfer of Seller's names to Buyer pursuant to this Agreement, Seller shall be authorized to endorse the names "Klaire Laboratories, Inc.," "Klaire Labs," and any other business or trade name designated as the payee on any check or other instrument received to pay any of the accounts receivable listed on the attached Exhibit "F". Buyer shall promptly forward to Seller at the

address set forth in Section 14 of this Agreement any checks, remittances, payments, or correspondence received by Buyer in connection with any of the accounts receivable listed on the attached Exhibit "F". Seller may contact any customers with past due balances and initiate or pursue collection of any past due account. Seller shall inform Buyer of all payments received by Seller on accounts receivable balances as of March 31, 2004 for purposes of updating Buyer's customer account information. Seller shall forward all checks from customers received by Seller for sales shipped on April 1, 2004 or later.

3. **Purchase Price.**

The total purchase price shall be Twenty-five Thousand Dollars (\$25,000.00) plus all Assumed Liabilities as set forth in Section 4 of this Agreement, subject to the Liabilities Cap as described in Section 4 below. At the Closing, Buyer will deliver to Seller the executed Promissory Note in the form attached to this Agreement as Exhibit "G."

4. **Assumed Liabilities.**

Buyer hereby assumes the Assumed Liabilities. Buyer shall pay, discharge, and hold Seller and Seller's officers, directors, employees, and shareholders harmless from the Assumed Liabilities; provided, however, that Buyer shall not be required to make payment in excess of the Liabilities Cap. The Liabilities Cap shall be Five Hundred Twenty-five Thousand Dollars (\$525,000.00) plus: (i) any interest, service charges, and costs of collection (including but not limited to attorneys' fees) in connection with any of the Assumed Liabilities that accrue or arise after the Effective Date; and (ii) any damages, including but not limited to costs and attorneys' fees, resulting from a breach on the part of Buyer in connection with the Assumed Liabilities. The Assumed Liabilities are comprised of the following:

A. The liabilities listed on the Unpaid Bills Detail as of March 30, 2004 and attached to this Agreement as Exhibit "H", which total Three Hundred Ninety-six Thousand One Hundred Forty-four Dollars and 04/100 (\$396,144.04);

B. All debts and liabilities incurred by Seller in the ordinary course of business on or before the Effective Date for which Seller had not received an invoice, bill, or statement as of March 30, 2004, provided, however, that Seller promptly forward a copy of any bill, invoice, or statement for such liabilities or debts when the same is received by Seller;

C. Seller's remaining liability coming due after the Effective Date under that certain Consulting Agreement between Seller and Claire Consultants, Inc. dated May 25, 1999 (a copy of which is attached to this Agreement as Exhibit "T" for purposes of reference), which totals Twenty-two Thousand Five Hundred Seven Dollars and 20/100 (\$22,507.20);

D. Seller's remaining obligations coming due after the Effective Date for the premises lease at 140 Marine View Avenue, Solano Beach, California (a copy of said lease and all modifications is attached to this Agreement as Exhibit "J" for purposes of reference). The amount of the base rent from April 1, 2004 through the end of the lease term is Fifty Thousand Two Hundred Twenty Dollars (\$50,220.00);

E. Seller's liability for accrued vacation pay to Pam Kline--68 hours totaling One Thousand Seven Hundred Dollars (\$1,700.00), Marcella Snyder--74 hours totaling One Thousand Four Hundred Twenty-three Dollars and 02/100 (\$1,423.02), and Ilene Buchholz--80 hours totaling Two Thousand Eight Hundred Eight Dollars (\$2,880.00) together with all associated employment taxes; and

F. All of Seller's remaining obligations coming due after the Effective Date

under that certain License Agreement between Seller and National Enzyme Company effective as of May ___, 2003 (a copy of which is attached to this Agreement as Exhibit "S" for purposes of reference.)

5. **Payable Bills Received After March 30, 2004.**

Seller has estimated the total amount of the Assumed Liabilities to be approximately Five Hundred Thousand Dollars (\$500,000.00). That estimate includes the amount of the debts and liabilities incurred during the ordinary course of business of Seller on or before the Effective Date for which Seller had not yet received an invoice, bill, or statement as of March 30, 2004. At the Closing, Buyer will provide to Seller a supplemental Schedule "H-1" setting forth a summary of the bills, invoices, or statements that were forwarded by Seller to Buyer pursuant to Section 4(B) of this Agreement.

6. **Allocation of Purchase Price.**

The purchase price for the Assets shall be allocated as follows:

Inventory	\$319,096.02
Equipment	\$40,000
Prepaid Expenses	\$21,633.80
Patents	\$30,000
Other intangibles	\$10,000

Any increase in the purchase price resulting from the adjustment in Section 5 of this Agreement will be allocated to the Patents. Seller and Buyer will file Form 8594 with their respective federal income tax returns for 2004 in a manner consistent with the allocation set forth above.

Seller agrees to prepare and file all necessary assignment forms for the transfer of patents as described in Section 1(G) and trademarks as listed in Exhibit E required by the United States Patent and Trademark Office.

7. **Effective Date.**

Effective Date for this Agreement shall be the close of business on March 31, 2004; provided, however, that the Assets shall remain subject to the claims of unsecured creditors of Seller for twelve (12) business days after the date upon which Buyer provides all notices required by Section 6105(b) of California's Uniform Commercial Code -- Bulk Sales, and Buyer's rights to possess and to use the Assets are expressly conditioned upon and subject to such unsecured creditor claims until such time. Seller has provided Buyer with a list of all claimants to be notified as required by the Bulk Sales provisions of the Uniform Commercial Code. In the event that any claimants that were not listed by Seller or that are not listed on Schedule H-1 perfect claims against Buyer, Buyer may offset payments made on these claims against the Buyer's promissory note referred to in Section 3 and Exhibit G.

8. **Premises Lease.**

Subject to the landlord's consent, Seller hereby assigns, and Buyer hereby assumes, the Lease for the Premises located at 140 Marine View Avenue, Solano Beach, California (Exhibit "J" hereto). Buyer shall be responsible for obtaining the landlord's consent to this assignment. The assignment includes the security deposit for the lease.

9. **Employees.**

As of the Effective Date, Buyer has employed Ilene Buchholz as product manager for the Klair line of products. As of the Effective Date, Buyer has assumed control of all other former

employees of Seller. Such employees will be terminated at the direction of Buyer. Until termination, Buyer will pay the employees their current salary and benefits. On termination, Seller shall be responsible for any severance pay to employees, subject to Buyer's assumption of liability for certain accrued vacation pay pursuant to Section 4 (E) of this Agreement.

10. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer as follows:

A. Seller is the sole owner of all of the rights in and to the Assets, and the Assets are not subject to any lien or other encumbrance or claim or to any option or other right in favor of a third party, except for the right of first refusal under the Licensing Agreement (Exhibit "J");

B. This Agreement constitutes the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. The Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement;

C. There is no litigation or claim pending or threatened in respect to the Seller or any of the Assets;

D. Neither the execution and delivery of this Agreement nor the consummation or performance of this Agreement will give any person the right to prevent, delay, or otherwise to interfere with the Seller's performance of this Agreement pursuant to: (i) any provision of the organization documents of Seller; (ii) any legal requirement or order to which Seller may be subject; or (iii) any contract to which Seller is a party or by which Seller may be bound, provided that Seller complies with the right of first refusal in the Licensing Agreement

(Exhibit "J"). Seller is not and will not be required to obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation and performance of this Agreement.

11. **Disclaimer of Warranty as to Condition of Assets.**

Except as to the representations and warranties expressly set forth in this Agreement, Seller makes no representation or warranty whatsoever as to the condition or suitability of the Assets including without limitation, any warranty of merchantability or fitness for a particular purpose. The Assets are sold AS IS, WHERE IS, and WITH ALL FAULTS.

12. **Representations and Warranties of Buyer.**

Buyer represents and warrants to Seller as follows:

A. This Agreement constitutes the legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms. The Buyer has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement;

B. Neither the execution and delivery of this Agreement nor the consummation or performance of this Agreement will give any person the right to prevent, delay, or otherwise to interfere with the Buyer's performance of this Agreement pursuant to: (i) any provision of the organization documents of Buyer; (ii) any legal requirement or order to which Buyer may be subject; or (iii) any contract to which Buyer is a party or by which Buyer may be bound. Buyer is not and will not be required to obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation and performance of this Agreement.

location as the parties may agree in writing.

14. Notices.

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

To Seller:

*Cary Ferguson
Klaire Laboratories, Inc.
1400 Summitview, #201
Yakima, Washington 98902
Fax: (509)457-2443*

With a copy to:

*Thomas N. Swift
2345 S. Alma School Road, Suite 104
Mesa, Arizona 85210
Fax: (480)897-1029*

To Buyer:

*Dennis Meiss, Ph.D.
ProThera Inc.
4133 Mohr Avenue, Suite I
Pleasanton, California 94566
Fax: (925)484-9055*

With a copy to:

*James S. Leigh
12 Geary Street, #206
San Francisco, California 94108
Fax: (415)781-7145*

15. **Further Assurances.**

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Seller hereby appoints Buyer as Seller's attorney-in-fact, with an interest, with the power to prepare, execute and file all documents on behalf of Seller as may be reasonably necessary to perfect, preserve and protect the ownership rights in Buyer that are being transferred by this Agreement.

16. **Entire Agreement.**

This Agreement supersedes all prior agreements between the parties with respect to its subject matter (including the Letter of Intent between Seller and Buyer dated March 31, 2004) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

17. **Section Headings; Construction.**

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be

construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

18. **Time of the Essence.**

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

19. **Governing Law.**

This Agreement will be governed by the laws of the State of California without regard to conflicts of laws principles.

20. **Arbitration.**

Except as otherwise provided in this Agreement, any controversy between the parties arising out of this Agreement shall be submitted to the American Arbitration Association for arbitration in San Francisco, California. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law.

[Remainder of page intentionally left blank.]

21. **Counterparts.**

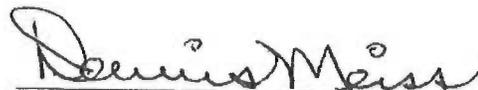
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands all as of the date and year first above written.

KLAIRE LABORATORIES, INC.

Cary Ferguson, President

PROTHERA INC.



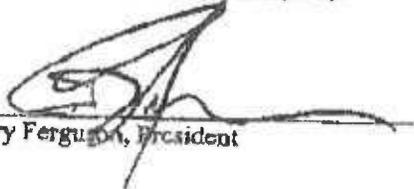
Dennis Meiss, President

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

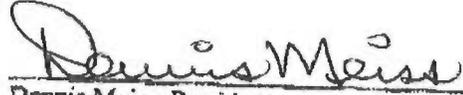
IN WITNESS WHEREOF, the parties hereunto have set their hands all as of the date and year first above written.

KLAIRE LABORATORIES, INC.



Cary Ferguson, President

PROTHERA INC.



Dennis Meiss, President



UNITED STATES PATENT AND TRADEMARK OFFICE

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klaire

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	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	78212394		VITAL LIFE	TARR	DEAD
2	78303921		INTACTIC	TARR	LIVE
3	78299550		THER-BIOTIC	TARR	LIVE
4	75364463		PRO-BIOTIC COMPLEX	TARR	DEAD
5	75364461		VITAL-IMMUNE BIOTIC	TARR	DEAD
6	75364459		VITAL-DOPHILUS PLUS	TARR	DEAD
7	75175854		VITAL LIFE	TARR	DEAD
8	75881386		XORPHINASE	TARR	DEAD
9	75881385		EXORPHINASE	TARR	LIVE
10	75802005	2553419	SERENAID	TARR	LIVE
11	75802004	2426507	KLAIRE LABORATORIES	TARR	LIVE
12	75364462	2195865	VITAL-10	TARR	LIVE
13	75364460	2208768	VITAL-PLEX	TARR	LIVE
14	75172781	2095152	MYO-GARD FORTE	TARR	LIVE
15	75172779	2095151	CELL RESPIRATE	TARR	LIVE
16	75172778	2095150	CAL-ASSIMILATE PLUS	TARR	LIVE
17	73534074	1373371	PRIME LIFE	TARR	DEAD
18	73531927		VITAL LIFE	TARR	DEAD

KLAIRE LABORATORIES, INC.
TRADEMARK PORTFOLIO REPORT
MARCH 4, 2003

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
Canada	KLAIRE LABORATORIES	N/A	1,051,322	03/17/2000	TMA568,454	08/27/2002	Registered
Canada	SERENAID	N/A	1,051,323	03/17/2000	TMA 569,267	10/22/2002	Registered
CTM	KLAIRE LABORATORIES	5	1561943	03/16/2000	1561943	06/11/2001	Registered
CTM	SERENAID	5	1561042	03/16/2000	1561042	08/29/2002	Registered
Mexico	KLAIRE LABORATORIES	5	416,240	03/17/2000	688208	02/28/2001	Registered
Mexico	SERENAID	5	416239	03/17/2000			Pending
United States	CAL-ASSIMILATE PLUS	5	75/172,778	09/27/1996	2,095,150	09/09/1997	Registered
United States	CELL RESPIRATE	5	75/172,779	09/27/1996	2,095,151	09/09/1997	Registered
United States	EXORPHINASE	5	75/881,385	12/23/1998			Pending
United States	KLAIRE LABORATORIES	5	75/802,004	09/17/1999	2,426,507	02/06/2001	Registered
United States	SERENAID	5	75/802,005	09/17/1999	2,553,419	03/26/2002	Registered
United States	VITAL LIFE	5	78/212,394	02/07/2003			Pending
United States	VITAL-10	5	75/364,462	09/29/1997	2,195,865	10/13/1998	Registered
United States	VITAL-PLEX	5	75/364,460	09/29/1997	2,208,768	12/08/1998	Registered

SL030630.187

Exhibit 2

1 BRUCE E. METHVEN (Bar No. 095486)
——KENNETH PRIORE (Bar No. 181858)
2 METHVEN & ASSOCIATES
2232 Sixth Street
3 Berkeley, California 94710
Telephone: (510) 649-4019
4 Facsimile: (510) 649-4024

5 Attorneys for Petitioner
PROTHERA, INC.
6

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8 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

9 PROTHERA, INC.
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11 Petitioner,

12 vs.

13 WORLD NUTRITION INC.
14

15 Respondent.
16

In RE Registration No. 3,783,555
Cancellation No. 92053424

**RESPONSE TO RESPONDENT'S
FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
AND THINGS**

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19 **DEMANDING PARTY: WORLD NUTRITION INC**

20 **RESPONDING PARTY: PROTHERA, INC.**

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22 **SET NO.: ONE**
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1 **REQUESTS FOR DOCUMENTS AND THINGS**

2 **REQUEST NO. 1:**

3 All documents between Petitioner and any individual, company or other entity which is
4 involved in the manufacturing, marketing and sale of VITAL-ZYMES products.

5 **RESPONSE TO REQUEST NO. 1:**

6 Petitioner objects to this request on the ground that it is unduly oppressive and
7 burdensome as currently framed given that it contains three subparts (manufacturing, marketing
8 and sale) and purportedly seeks “all” documents pertaining to each such category, for different
9 products, to different entities (individuals and corporate), proprietary business information and
10 for a period of over eight years. Petitioner further objects to this request on the ground that it is
11 overly broad and seeks information beyond the scope of permissible discovery without any
12 attempt to reasonably limit the request to relevant subject matter and time period. Subject to and
13 without waiving its objections, Petitioner refers Respondent to documents produced herewith
14 and which are designated as “Highly Confidential” pursuant to the terms of the Protective Order
15 governing this action.

16 **REQUEST NO. 2:**

17 All documents relating to any license of the mark VITAL-ZYMES (singularly or in the
18 combination with any other words letter or symbols).

19 **RESPONSE TO REQUEST NO. 2:**

20 After a reasonable and diligent search, Petitioner responds that it has no documents
21 responsive to this request.

22 **REQUEST NO. 3:**

23 All documents relating to Petitioner’s initial selection, adoption and first use of the mark
24 VITAL-ZYMES.

25 **RESPONSE TO REQUEST NO. 3:**

26 Petitioner objects to this request on the ground that the use of the phrase “Petitioner’s
27 initial selection, adoption and first use” is vague and ambiguous given that Petitioner acquired
28 the mark through its purchase of Klaire Labs in May 2004. Subject to and without waiving its

1 objection, and after a reasonable and diligent search, Petitioner responds that it has no
2 documents responsive to this request.

3 **REQUEST NO. 4:**

4 All documents relating to any searches, surveys or other investigations conducted by or
5 on behalf of Petitioner at any time relating to the mark VITAL-ZYMES.

6 **RESPONSE TO REQUEST NO. 4:**

7 Petitioner objects to this request to the extent it seeks information protected from
8 disclosure by the attorney client privilege and/or attorney work product doctrine. Subject to its
9 objections, Petitioner will produce all responsive documents within its custody, possession and
10 control to the extent any such documents exist.

11 **REQUEST NO. 5:**

12 All documents relating to any sales of goods identified in U.S. Application Serial No.
13 77/965,325 offered or sold under the mark VITAL-ZYMES or variations thereof.

14 **RESPONSE TO REQUEST NO. 5:**

15 Petitioner objects to this request on the ground that it is overly broad, burdensome and
16 oppressive as currently framed and seeks information beyond the scope of permissible
17 discovery, particularly with respect to the phrase “relating to any sales of goods...” and
18 “variations thereof.” Subject to and without waiving its objections, Petitioner refers Respondent
19 to Petitioner’s responses to Respondent’s first set of interrogatories, including but not limited to
20 the attachment in response to Interrogatory No. 11 and the documents produced herewith, all of
21 which are designated as “Highly Confidential” pursuant to the terms of the Protective Order
22 governing this action.

23 **REQUEST NO. 6:**

24 All documents or literature identifying, relating to, or otherwise describing the goods
25 identified in U.S. Application Serial No. 77/965,325 offered or sold, or intended to be offered or
26 sold, under the mark VITAL-ZYMES or variations thereof.

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1 **RESPONSE TO REQUEST NO. 6:**

2 Petitioner objects to this request on the ground that it is overly broad, burdensome and
3 oppressive as currently framed and seeks information beyond the scope of permissible
4 discovery, particularly with respect to the phrase “relating to or otherwise describing the goods,”
5 “intended to be offered” and “variations thereof.” Subject to and without waiving its objections,
6 Petitioner refers Respondent to Petitioner’s responses to Respondent’s first set of interrogatories,
7 including but not limited to the attachment in response to Interrogatory No. 11 and the
8 documents produced herewith, all of which are designated as “Highly Confidential” pursuant to
9 the terms of the Protective Order governing this action.

10 **REQUEST NO. 7:**

11 All documents relating to, referring to or otherwise regarding the actual or intended sale,
12 advertising and promotion of goods under the mark VITAL-ZYMES or variations thereof.

13 **RESPONSE TO REQUEST NO. 7:**

14 Petitioner objects to this request on the ground that it is overly broad, burdensome and
15 oppressive as currently framed and seeks information beyond the scope of permissible
16 discovery. Subject to and without waiving its objections, Petitioner refers Respondent to
17 Petitioner’s responses to Respondent’s first set of interrogatories, including but not limited to the
18 attachment in response to Interrogatory No. 11 and the documents produced herewith, all of
19 which are designated as “Highly Confidential” pursuant to the terms of the Protective Order
20 governing this action.

21 **REQUEST NO. 8:**

22 All documents setting forth (a) actual sales figures on a monthly or other periodic basis
23 for all goods sold under the mark VITAL-ZYMES from the date of first use to the present; and
24 (b) projected future sales figures for all good identified to be sold under the mark VITAL-
25 ZYMES.

26 **RESPONSE TO REQUEST NO. 8:**

27 Petitioner objects to this request on the ground that it is overly broad, burdensome and
28 oppressive as currently framed and seeks information beyond the scope of permissible

1 discovery, including but not limited to “projected future sales figures.” Subject to and without
2 waiving its objections, Petitioner refers Respondent to Petitioner’s response to Respondent’s
3 first set of interrogatories, including but not limited to the attachment in response to
4 Interrogatory No. 11, all of which are designated as “Highly Confidential” pursuant to the terms
5 of the Protective Order governing this action. Petitioner has no documents responsive to the
6 subpart of the request seeking “projected future sales figures.”

7 **REQUEST NO. 9:**

8 All documents identifying on a monthly or periodic basis the numbers of each type of
9 product sold under Petitioner’s mark VITAL-ZYMES for the time period from first use of the
10 mark VITAL-ZYMES to the present; and (b) projected future sales figures for all goods intended
11 to be offered under Petitioner’s mark VITAL-ZYMES.

12 **RESPONSE TO REQUEST NO. 9:**

13 Petitioner objects to this request on the ground that it is overly broad, burdensome and
14 oppressive as currently framed and seeks information beyond the scope of permissible
15 discovery, including but not limited to “projected future sales figures.” Subject to and without
16 waiving its objections, Petitioner refers Respondent to Petitioner’s response to Respondent’s
17 first set of interrogatories, including but not limited to the attachment in response to
18 Interrogatory No. 11, all of which are designated as “Highly Confidential” pursuant to the terms
19 of the Protective Order governing this action. Petitioner has no documents responsive to the
20 subpart of the request seeking “projected future sales figures.”

21 **REQUEST NO. 10:**

22 All documents addressing or otherwise pertaining to demographic information relating to
23 customers and likely customers for the goods offered or intended to be offered under Petitioner’s
24 mark VITAL-ZYMES.

25 **RESPONSE TO REQUEST NO. 10:**

26 Petitioner objects to this request on the grounds that the phrase “demographic” is vague
27 and ambiguous as used in the request, the request is overly broad, burdensome and oppressive as
28

1 currently framed and the request seeks information beyond the scope of permissible discovery
2 given that it is not limited to a relevant subject matter or time period.

3 **REQUEST NO. 11:**

4 All documents that set forth (a) actual advertising expenditures for all goods offered
5 under Petitioner's mark VITAL-ZYMES on a monthly or other periodic basis for the time period
6 from first use of the mark VITAL-ZYMES to the present; and (b) projected advertising
7 expenditures for all goods intended to be offered under Petitioner's mark VITAL-ZYMES or
8 any variations thereof.

9 **RESPONSE TO REQUEST NO. 11:**

10 Petitioner objects to this request on grounds that it is overly broad, burdensome and
11 oppressive as currently framed and the request seeks information beyond the scope of
12 permissible discovery given that it is not limited to a relevant subject matter or time period.

13 **REQUEST NO. 12:**

14 All documents relating to the geographical areas in which Petitioner's goods have been
15 promoted, marketed, or otherwise offered, or are intended to be promoted, marketed or
16 otherwise offered, under the mark VITAL-ZYMES.

17 **RESPONSE TO REQUEST NO. 12:**

18 Petitioner objects to this request on grounds that it is overly broad, burdensome and
19 oppressive as currently framed and the request seeks information beyond the scope of
20 permissible discovery given that it is not limited to a relevant subject matter or time period.
21 Subject to and without waiving its objections, Petitioner refers Respondent to the documents
22 produced herewith, all of which are designated as "Highly Confidential" pursuant to the terms of
23 the Protective Order governing this action

24 **REQUEST NO. 13:**

25 All documents in the possession or control of Petitioner relating to Respondent and/or
26 any of Respondent's goods.

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1 **RESPONSE TO REQUEST NO. 13:**

2 Petitioner objects tot his request to the extent it seeks documents protected by the
3 attorney client privilege and/or attorney work product doctrine. Subject to and without waiving
4 these objections, Petitioner responds it has no documents responsive to this request.

5 **REQUEST NO. 14:**

6 All documents in the possession or control of Petitioner relating to Respondent and/or
7 Respondent's goods sold under its VITALZYM mark.

8 **RESPONSE TO REQUEST NO. 14:**

9 Petitioner objects to this request to the extent it seeks documents protected by the
10 attorney client privilege and/or attorney work product doctrine. Subject to and without waiving
11 these objections, Petitioner responds it has no documents responsive to this request.

12 **REQUEST NO. 15:**

13 All documents evidencing any instances of actual or possible confusion between the
14 goods offered by Petitioner under the mark VITAL-ZYMES and the goods offered by
15 Respondent under the VITALZYM mark.

16 **RESPONSE TO REQUEST NO. 15:**

17 Petitioner objects to this request on the ground that it is vague and ambiguous as
18 currently framed, particularly with respect to the phrase "evidencing any instances of ...possible
19 confusion." Subject to and without waiving this objection, Petitioner responds that it will
20 produce nonprivileged documents within its custody, possession or control which are responsive
21 to this request to the extent any such documents exist.

22 **REQUEST NO. 16:**

23 All documents evidencing any instances of actual or possible confusion between the
24 goods offered by Petitioner under the mark VITAL-ZYMES and any goods offered by any third
25 party.

26 **RESPONSE TO REQUEST NO. 16:**

27 Petitioner objects to this request on the ground that it is vague and ambiguous as
28 currently framed, particularly with respect to the phrase "evidencing any instances of ...possible

1 confusion.” Petitioner further objects to his request on the ground that it is overly broad,
2 burdensome, oppressive and seeks information beyond the scope of permissible discovery to the
3 extent it seeks information not relevant to the subject matter of this action. Subject to and
4 without waiving these objections, Petitioner responds that it will produce nonprivileged
5 documents within its custody, possession or control which are responsive to this request to the
6 extent any such documents exist.

7 **REQUEST NO. 17:**

8 Any agreements and any amendments and modifications thereto, with any third party
9 relating to the mark VITAL-ZYMES, and any documents relating to such agreements,
10 amendments and modifications.

11 **RESPONSE TO REQUEST NO. 17:**

12 After a reasonable and diligent search, Petitioner responds that it has no documents
13 responsive to this request.

14 **REQUEST NO. 18:**

15 All documents relating to Petitioner’s marketing plans for goods offered or intended to
16 be offered under the mark VITAL-ZYMES.

17 **RESPONSE TO REQUEST NO. 18:**

18 After a reasonable and diligent search, Petitioner responds that it has no documents
19 responsive to this request.

20 **REQUEST NO. 19:**

21 All documents relating to communications between Petitioner and third parties
22 concerning Petitioner’s goods offered or intended to be offered under the mark VITAL-ZYMES,
23 including but not limited to, any advertising agency, distributor, vendor or supplier of
24 Petitioner’s goods in whole or in part.

25 **RESPONSE TO REQUEST NO. 19:**

26 Petitioner objects to this request on the ground that it is unduly oppressive and
27 burdensome as currently framed given that it purportedly “all” “communications” including
28 proprietary business information and for a period of over eight years. Petitioner further objects

1 to this request on the ground that it is overly broad and seeks information beyond the scope of
2 permissible discovery without any attempt to reasonably limit the request to a relevant subject
3 matter and time period. Petitioner also objects to this request to the extent it seeks information
4 protected from disclosure pursuant to the attorney client privilege and/or attorney work product
5 doctrine. Subject to and without waiving its objections, Petitioner refers Respondent to
6 documents produced herewith and which are designated as "Highly Confidential" pursuant to the
7 terms of the Protective Order governing this action.

8 **REQUEST NO. 20:**

9 All documents relating to the file history of International Registration Number: 1053526.

10 **RESPONSE TO REQUEST NO. 20:**

11 Petitioner objects to this request to the extent it seeks information protected from
12 disclosure pursuant to the attorney client privilege and/or attorney work product doctrine.
13 Subject to and without waiving its objection, Petitioner responds that it will produce
14 nonprivileged documents within its custody, possession or control responsive to this request.

15 **REQUEST NO. 21:**

16 All documents relating to any application for trademark/service mark protection filed by
17 Petitioner with the Secretary of State of any state, under the laws of the United States, or under
18 the laws of any foreign jurisdictions other than the applications that are the subject of the present
19 consolidated proceedings.

20 **RESPONSE TO REQUEST NO. 21:**

21 Petitioner objects to this request to the extent it seeks information protected from
22 disclosure pursuant to the attorney client privilege and/or attorney work product doctrine.
23 Subject to and without waiving its objection, Petitioner responds that it will produce
24 nonprivileged documents within its custody, possession or control responsive to this request.

25 **REQUEST NO. 22:**

26 All documents relating to actual, planned or intended use of the mark VITAL-ZYMES in
27 connection with Petitioner's goods.
28

1 **RESPONSE TO REQUEST NO. 22:**

2 Petitioner objects to this request on the ground that it is overly broad, burdensome and
3 oppressive as currently framed and seeks information beyond the scope of permissible
4 discovery, particularly with respect to the phrase “planned or intended use.” Subject to and
5 without waiving its objections, Petitioner refers Respondent to Petitioner’s responses to
6 Respondent’s first set of interrogatories, including but not limited to the attachment in response
7 to Interrogatory No. 11 and the documents produced herewith, all of which are designated as
8 “Highly Confidential” pursuant to the terms of the Protective Order governing this action.

9 **REQUEST NO. 23:**

10 All documents evidencing or otherwise relating to any objection Petitioner has ever
11 received to its use or intended use or registration of the mark VITAL-ZYMES for its goods.

12 **RESPONSE TO REQUEST NO. 23:**

13 After a reasonable and diligent search, Petitioner responds that it has no documents
14 responsive to this request.

15 **REQUEST NO. 24:**

16 Representative samples of all actual or proposed internet, print, video, audio or other
17 advertising and/or promotional material used or proposed to be used by Petitioner which
18 displays or otherwise uses the mark VITAL-ZYMES or variations thereof, whether or not such
19 material has been identified in the answers to interrogatories served simultaneously herewith.

20 **RESPONSE TO REQUEST NO. 24:**

21 Petitioner objects to this request on the ground that it is overly broad, oppressive and
22 burdensome and seeks information beyond the scope of permissible discovery. Subject to and
23 without waiving its objections, Petitioner refers Respondent to Petitioner’s website, and the
24 documents produced herewith, all of which are designated as “Highly Confidential” pursuant to
25 the terms of the Protective Order governing this action.

26 **REQUEST NO. 25:**

27 Representative specimens of actual or intended usage of the mark VITAL-ZYMES, or
28 variations thereof, by Petitioner in connection with its goods.

1 **RESPONSE TO REQUEST NO. 25:**

2 Petitioner refers Respondent to the documents produced herewith, all of which are
3 designated as "Highly Confidential" pursuant to the terms of the Protective Order governing this
4 action.

5 **REQUEST NO. 26:**

6 All documents relating to sales figures for Petitioner's goods offered or intended to be
7 offered under the mark VITAL-ZYMES, or variations thereof, to customers known to be
8 customers of Petitioner.

9 **RESPONSE TO REQUEST NO. 26:**

10 Petitioner objects to this request on the ground that it is vague and ambiguous as
11 currently framed, particularly with respect to the use of the phrases "variations thereof" and
12 "customers known to be customers." Petitioner further objects to this request on the ground that
13 it is overly broad, oppressive and burdensome and seeks information beyond the scope of
14 admissible discovery. Subject to and without waiving its objections, Petitioner refers
15 Respondent to Petitioner's responses to Respondent's first set of interrogatories, including but
16 not limited to the attachment in response to Interrogatory No. 11 and the documents produced
17 herewith, all of which are designated as "Highly Confidential" pursuant to the terms of the
18 Protective Order governing this action.

19 **REQUEST NO. 27:**

20 Unless provided in response to the foregoing requests, copies of all documents identified
21 in the answers to Petitioner's First Set of Interrogatories to Petitioner.

22 **RESPONSE TO REQUEST NO. 27:**

23 No documents were identified in the answers to Petitioner's First Set of Interrogatories.

24 **REQUEST NO. 28:**

25 Unless provided in response to the foregoing requests, copies of all documents that
26 support the allegations set forth in Petitioner's Petition for Cancellation.

27 **RESPONSE TO REQUEST NO. 28:**

28 Petitioner objects to this request to the extent it seeks information protected from

1 disclosure pursuant to the attorney client privilege and/or attorney work product doctrine.
2 Subject to and without waiving its objections, Petitioner responds that it will produce all
3 nonprivileged documents in its custody, possession and control responsive to the request,
4 including but not limited to, the documents produced herewith, all of which are designated as
5 “Highly Confidential” pursuant to the terms of the Protective Order governing this action.

6 **REQUEST NO. 29:**

7 Unless provided in response to the foregoing requests, copies of all documents on which
8 Petitioner intends to rely and/or place in evidence during the testimony period of this
9 proceeding.

10 **RESPONSE TO REQUEST NO. 29:**

11 Petitioner objects to this request to the extent it is premature and hereby reserves its
12 rights to designate additional documents for use in the testimony period of this proceeding.
13 Subject to and without waiving this objection and reservation of rights, Petitioner responds that
14 it will produce all nonprivileged documents in its custody, possession and control responsive to
15 the request, including but not limited to, the documents produced herewith, all of which are
16 designated as “Highly Confidential” pursuant to the terms of the Protective Order governing this
17 action.

18 **REQUEST NO. 30:**

19 All documents affecting title in the mark VITAL-ZYMES; U.S. Application Serial No.
20 77/965,325; and/or International Registration No. 1053526, including but not limited to, any
21 name changes, assignments or other transfer of title of the mark and/or application or
22 registration, all documents evidencing recordal of such assignment or other transfer of title in the
23 Patent and Trademark Office, and all correspondence with the Patent and Trademark Office in
24 connection with such recordal.

25 **RESPONSE TO REQUEST NO. 30:**

26 Petitioner responds that it will produce all nonprivileged documents in its custody,
27 possession and control responsive to the request.
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REQUEST NO. 31:

All documents that describe or refer to the channels of trade through which Petitioner's VITAL-ZYMES brand products are distributed and sold.

RESPONSE TO REQUEST NO. 31:

Petitioner objects to this request on the grounds that it is overly broad, oppressive and burdensome, and seeks information beyond the scope of permissible discovery. Subject to and without waiving its objections, Petitioner refers Respondent to Respondent to Petitioner's responses to Respondent's first set of interrogatories, including but not limited to the attachment in response to Interrogatory No. 11 and the documents produced herewith, all of which are designated as "Highly Confidential" pursuant to the terms of the Protective Order governing this action.

Dated: March 2, 2012

METHVEN & ASSOCIATES

By: _____
BRUCE METHVEN
KENNETH PRIORE
MELISSA NEWEL
Attorneys for Petitioner
PROTHEREA, INC.

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VERIFICATION

I, Jim Leigh, declare that I am General Counsel and Vice President, Operations & Finance of ProThera, Inc., Petitioner in the above-referenced action. I have read the foregoing RESPONSE TO RESPONDENT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS and know the contents thereof. The contents are true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Verification was executed on March _____, 2011 in Reno, Nevada.

JIM LEIGH
General Counsel and Vice President
PROTHERA, INC.

Exhibit 3

1 BRUCE E. METHVEN (Bar No. 095486)
2 —KENNETH PRIORE (Bar No. 181858)
3 METHVEN & ASSOCIATES
4 2232 Sixth Street
5 Berkeley, California 94710
6 Telephone: (510) 649-4019
7 Facsimile: (510) 649-4024

8 Attorneys for Petitioner
9 PROTHERA, INC.

10 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
11 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

12 PROTHERA, INC.

13 Petitioner,

14 vs.

15 WORLD NUTRITION INC.

16 Respondent.

In RE Registration No. 3,783,555
Cancellation No. 92053424

**RESPONSE TO RESPONDENT'S
FIRST SET OF
INTERROGATORIES**

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18
19 **DEMANDING PARTY: WORLD NUTRITION INC**

20 **RESPONDING PARTY: PROTHERA, INC.**

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22 **SET NO.: ONE**

1 **RESPONSES TO SPECIAL INTERROGATORIES**

2 **INTERROGATORY NO. 1:**

3 State the address of Petitioner's primary place of business for VITAL-ZYMES brand
4 products.

5 **RESPONSE TO INTERROGATORY NO. 1:**

6 ProThera, Inc., 10439 Double R Blvd., Reno, Nevada, 89521

7 **INTERROGATORY NO. 2:**

8 Identify any individual, company, or other entity that has owned, used or licensed the
9 mark VITAL-ZYMES, describe Petitioner's relationship to the entity, and the entity's rights in
10 the mark.

11 **RESPONSE TO INTERROGATORY NO. 2:**

12 Klaire Labs; date of use: 09/1996 to 05/2004; acquired by ProThera, Inc. in 05/2004;
13 date of use 05/2004 to present.

14 **INTERROGATORY NO. 3:**

15 State the names and addresses of all entities, including individuals, who are involved
16 with Petitioner in manufacturing or selling products under the VITAL-ZYMES mark.

17 **RESPONSE TO INTERROGATORY NO. 3:**

18 ProThera, Inc., 10439 Double R Blvd., Reno, Nevada, 89521

19 **INTERROGATORY NO. 4:**

20 List any other names used by Petitioner to advertise or sell its products, whether
21 assumed, fictitious or d/b/a.

22 **RESPONSE TO INTERROGATORY NO. 4:**

23 Klaire Labs

24 **INTERROGATORY NO. 5:**

25 Identify each party to whom petitioner has licensed use of the mark VITAL-ZYMES.

26 **RESPONSE TO INTERROGATORY NO. 5:**

27 Petitioner has not licensed use of the mark VITAL-ZYMES to any party.
28

1 **INTERROGATORY NO. 6:**

2 Describe with particularity any plans to license the VITAL-ZYMES mark to third
3 parties.

4 **RESPONSE TO INTERROGATORY NO. 6:**

5 Petitioner has no current plans to license the VITAL-ZYMES mark to any third parties.

6 **INTERROGATORY NO. 7:**

7 List any websites used by Petitioner to promote or sell its VITAL-ZYMES products or
8 used by buyers to buy products from Petitioner.

9 **RESPONSE TO INTERROGATORY NO. 7:**

10 Petitioner objects to this interrogatory that it is compound. Petitioner further objects to
11 this interrogatory on the ground that it is overly broad, vague and ambiguous to the extent it
12 seeks the identity of websites "used by buyers to buy products from Petitioner." Subject to and
13 without waiving its objections, Petitioner responds as follows: www.klaire.com and
14 www.protherainc.com

15 **INTERROGATORY NO. 8:**

16 Identify the person(s) having the greatest knowledge of the circumstances surrounding
17 Petitioner's initial selection, adoption and first use of the mark VITAL-ZYMES for the goods
18 identified in U.S. Application Serial No. 77/965,325.

19 **RESPONSE TO INTERROGATORY NO. 8:**

20 Claire Farr, founder of Klaire Labs (deceased).

21 **INTERROGATORY NO. 9:**

22 Identify the person(s) who have been primarily responsible for the sale, advertising and
23 promotion of goods and/or services under the mark VITAL-ZYMES (singularly or in
24 combination with other words, letters or symbols).

25 **RESPONSE TO INTERROGATORY NO. 9:**

26 Janet Ralston, Vice President Marketing, ProThera Inc.
27
28

1 **INTERROGATORY NO. 10:**

2 Describe the channels of trade through which Petitioner's VITAL-ZYMES brand
3 products are sold both currently, and, if different, prior to 2002.

4 **RESPONSE TO INTERROGATORY NO. 10:**

5 Petitioner uses the following channels of trade: direct to customer; distributors.

6 **INTERROGATORY NO. 11:**

7 List all items on which the VITAL-ZYMES mark has been used and indicate the date of
8 first use on each product, the current selling price of each item sold, and the total number of each
9 product sold annually since first use of the mark.

10 **RESPONSE TO INTERROGATORY NO. 11:**

11 Petitioner objects to this interrogatory on the ground that it is compound and contains
12 numerous subparts, which are hereby construed as counting toward the statutory maximum
13 number of interrogatories to be propounded. Petitioner further objects to this interrogatory to the
14 extent it seeks information not relevant to the subject matter and beyond the permissible scope of
15 discovery. Subject to and without waiving its objections, Petitioner responds as follows:

16 <u>Item</u>	<u>Date of First Use</u>	<u>Current Price</u>	<u># Units Sold Per Year</u>
17 Vital-Zymes Complete		\$16.50	
18 Vital Zymes Chewable		\$13.50	
19 Vital- Zymes Forte (?)	09/19/96	\$14.00	

20 **INTERROGATORY NO. 12:**

21 Identify any distributors or dealers of Petitioner's VITAL-ZYMES brand products, and
22 identify the particular product or products sold by each and the manner in which the products are
23 marketed.

24 **RESPONSE TO INTERROGATORY NO. 12:**

25 Petitioner objects to this interrogatory on the ground that is compound and contains
26 numerous subparts, which are hereby construed as counting toward the statutory maximum
27 number of interrogatories to be propounded. Subject to and without waiving its objections,
28 Petitioner responds as follows: Alyx Biologicals, Breakspear Medical Group, Emerson

1 Ecologies, Little Giant, Moss Nutrition, Natural Partners, Needs, Nordic VMS, Valentia
2 Biologics, Vital Life Singapore and Wellness Pharmacy.

3 **INTERROGATORY NO. 13:**

4 Describe with particularity whether Petitioner's VITAL-ZYMES brand products have
5 always been similar to the product sample depicted in the specimen identified in U.S.
6 Application Serial No. 77/965,325 of if the products have changed significantly.

7 **RESPONSE TO INTERROGATORY NO. 13:**

8 Petitioner objects to this interrogatory to the extent the use of the words "particularity"
9 and "significantly" are vague and ambiguous as used in the request. Subject to and without
10 waiving its objection, Petitioner responds as follows: The Vital-Zymes products are
11 substantially similar to the product sample depicted in the specimen identified in U.S.
12 Application Serial No. 77/965,325.

13 **INTERROGATORY NO. 14:**

14 Describe with particularity the continuous nature of Petitioner's use of VITAL-ZYMES
15 since 1999.

16 **RESPONSE TO INTERROGATORY NO. 14:**

17 Vital-Zymes has been continually sold since September 19, 1996, first by Klaire Labs,
18 which was acquired by ProThera, Inc. in 05/2004, and through the present by ProThera, Inc.

19 **INTERROGATORY NO. 15:**

20 Identify all consumer publications and advertising in any media where Petitioner has
21 advertised its VITAL-ZYMES brand products.

22 **RESPONSE TO INTERROGATORY NO. 15:**

23 Petitioner objects to this interrogatory on the ground that it is unduly burdensome and
24 oppressive to the extent it seeks Petitioner to identify each separate "consumer publications and
25 advertising in any media" utilized over eight years. Subject to and without waiving its
26 objections, Petitioner responds as follows: Klaire Labs product catalog, brochures, postcards,
27 technical documents and Klaire Labs and ProThera, Inc. websites.

28

1 **INTERROGATORY NO. 16:**

2 Describe the type of consumer who is considered to be a potential purchaser of
3 Petitioner's VITAL-ZYMES brand products (including occupation or industry and geographic
4 location).

5 **RESPONSE TO INTERROGATORY NO. 16:**

6 Petitioner's target consumers are licensed healthcare professionals, and their patients,
7 worldwide.

8 **INTERROGATORY NO. 17:**

9 Describe with particularity whether Petitioner has any plans to change the VITAL-
10 ZYMES brand product formula.

11 **RESPONSE TO INTERROGATORY NO. 17:**

12 Petitioner has no current plans to change the Vital-Zymes brand product formula.

13 **INTERROGATORY NO. 18:**

14 For each of the foregoing interrogatories and the accompanying request for production,
15 unless already done in answering the interrogatory or request, identify the person(s) most
16 knowledgeable with respect to the facts and/or documents identified in the answer.

17 **RESPONSE TO INTERROGATORY NO. 18:**

18 Petitioner objects to this interrogatory on the ground that is compound and contains
19 numerous subparts, which are hereby construed as counting toward the statutory maximum
20 number of interrogatories to be propounded. Subject to and without waiving its objections,
21 Petitioner responds as follows: Janet Ralston, Vice President Marketing, ProThera, Inc.

22 **INTERROGATORY NO. 19:**

23 Identify each person who supplied information to assist in the preparation of the answers
24 to these interrogatories and the accompanying requests for production, and for each such person,
25 specify the particular interrogatory and/or request for which information was provided.

26 **RESPONSE TO INTERROGATORY NO. 19:**

27 Petitioner objects to this interrogatory on the ground that is compound and contains
28 numerous subparts, which are hereby construed as counting toward the statutory maximum

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number of interrogatories to be propounded. Subject to and without waiving its objections,
Petitioner responds as follows: Janet Ralston, Vice President Marketing, ProThera, Inc.

Dated: March 1, 2012

METHVEN & ASSOCIATES

By: _____
BRUCE METHVEN
KENNETH PRIORE
Attorney for Petitioner
PROTHEREA, INC.

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VERIFICATION

I, Jim Leigh, declare that I am Vice President, Operations & Finance of ProThera, Inc.,
Petitioner in the above-referenced action. I have read the foregoing RESPONSE TO
RESPONDENT'S FIRST SET OF INTERROGATORIES and know the contents thereof. The
contents are true of my own knowledge or, based on information and belief, I believe them to be
true. I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this Verification was executed on February _____, 2011 in
Reno, Nevada.

JIM LEIGH, Vice President
PROTHERA, INC.

Exhibit 4

ESTTA Tracking number: **ESTTA384742**

Filing date: **12/20/2010**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	ProThera, Inc.		
Entity	Corporation	Citizenship	Nevada
Address	10439 Double R Blvd. Reno, NV 89521 UNITED STATES		

Attorney information	Brian Geoghegan GeoMark Suite 200 8201 164th Ave NE Redmond, WA 98052 UNITED STATES brian@geomarklaw.com Phone:425-296-9050		
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Registration Subject to Cancellation

Registration No	3783555	Registration date	05/04/2010
Registrant	WORLD NUTRITION, INC. 7001 NORTH SCOTTSDALE ROAD SUITE 2000 SCOTTSDALE, AZ 85253 UNITED STATES		

Goods/Services Subject to Cancellation

Class 005. First Use: 2002/03/01 First Use In Commerce: 2002/03/01 All goods and services in the class are cancelled, namely: Dietary and nutritional supplements; Dietary supplements; Nutritional supplements

Grounds for Cancellation

Priority and likelihood of confusion	Trademark Act section 2(d)
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Mark Cited by Petitioner as Basis for Cancellation

U.S. Application No.	77965325	Application Date	03/22/2010
Registration Date	NONE	Foreign Priority Date	NONE
Word Mark	VITAL-ZYMES		

Design Mark	VITAL-ZYMES
Description of Mark	NONE
Goods/Services	Class 005. First use: First Use: 1999/09/17 First Use In Commerce: 1999/09/17 Dietary and nutritional supplements; Enzyme food supplements

Attachments	77965325#TMSN.jpeg (1 page)(bytes) VITALZYM petition insert.pdf (1 page)(29453 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by Overnight Courier on this date.

Signature	/bg/
Name	Brian Geoghegan
Date	12/20/2010

Petitioner ProThera, Inc. alleges:

1 – that Petitioner has been using the mark VITAL-ZYMES in the United States since at least as early as September 17, 1999 for dietary and nutritional supplements and enzyme food supplements;

2 – that, according to the assertions set forth in its Registration No. 3783555, Registrant World Nutrition, Inc. has been using the mark VITÄLZYM for “dietary and nutritional supplements; dietary supplements; nutritional supplements” in the United States since March 1, 2002;

3 – that Petitioner’s date of first use precedes both Registrant’s date of first use and Registrant’s application April 17, 2009 filing date;

4 – that Petitioner therefore has superior rights; and

5 – that the use and registration of the mark VITÄLZYM by Registrant is likely to cause confusion in the marketplace as to the source, origin, affiliation or sponsorship of Registrant and its products by and with Petitioner.

Exhibit 5

Exhibit 6

Dear Customer,

Enclosed is the product you have ordered. We apologize for any delay you may have experienced in receiving your shipment of Klaire Laboratories Vital-Zymes. As you may be aware, we have upgraded our original enzyme product to a **new and improved formulation** called **Vital-Zymes Forte**. The new product uses the same high quality and hypoallergenic sources of pure plant-based enzymes as our original product but has been improved to provide a higher enzyme potency and broader spectrum of enzymatic activity.

Vital-Zymes Forte represents the state of the art in enzyme science. It was formulated according to the latest scientific research and uses several proprietary enzyme blends not normally available in any other product. We believe **Vital-Zymes Forte** to be the most complete and balanced enzyme formulation currently available in the professional market.

The formulation of **Vital-Zymes Forte** was overseen by Devin Houston, Ph.D. of National Enzyme Company. Dr. Houston is a specialist in the science of enzyme supplementation who is very aware of and sensitive to the special needs of those who use Klaire Laboratories products. We have worked closely with Dr. Houston to create an extremely **pure and hypoallergenic formulation**, appropriate for even the most sensitive patient.

New pricing and a very special offer: Although the new formulation offers a dramatic increase in potency and spectrum of activity, the new pricing for **Vital-Zymes Forte** represents only a minor increase over our original price.

Wholesale: \$ 11.08 per bottle Retail: \$ 22.16 per bottle

However, as a special introductory offer, we have shipped your initial supply of **Vital-Zymes Forte** at the former price of \$10.25 per bottle (wholesale). And as our way of saying thank you for your patience during any delay, we will extend this special pricing to any orders placed through the end of **November, 1999**.

We are confident that both you and your patients will note and appreciate the increased benefits of our improved formulation. If you have any further questions, please feel free to contact our technical support division at (800)859-8358.

Yours truly,

Randall Wilkinson, M.D.

KLAIRE LABORATORIES

140 Marine View Avenue, Suite 110
Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Throughout the course of human evolution, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—either of vegetable or animal origin. Cooking and heat-processing destroys the natural enzyme content of our foods. Over the course of many years, a mostly cooked-food diet can overtax the ability of the body to produce enzymes. Enzyme production may fall off, hindering the complete digestion of foods. When food remains undigested, or only partially digested, it begins to putrefy in the gut and produces toxic substances that can leak into the bloodstream and slowly poison the body. Undigested protein molecules can also cross the gut lining and initiate immunologic reactions (such as allergies) in the body.

One way to ensure proper digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animal sources and plant sources. Fungal sources such as those used in Vital-Zymes Forte are active at a much wider pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 pure, plant-based digestive enzymes, formulated to break down a wide variety of food components at a wide range of pH conditions. It is produced in an exclusive partnership with National Enzyme Company (NEC). We have selected NEC as the supplier for Klair Laboratories enzyme products because of the exceptional quality and the standardized activity of their enzymes. The enzymes in Vital-Zymes Forte are derived from aspergillus and other plant sources such as papaya. Whenever possible, potencies have been measured and expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard.

Product Specifications

Each gelatin capsule of Vital-Zymes Forte contains 210mg of a proprietary enzyme blend, in a base of beet root fiber, ascorbyl palmitate (Vitamin C) and water. One bottle contains 120 capsules.

Carbohydrolytic Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
Alpha-galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase breaks single glucose molecules off the ends of the chain.

The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte is mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Celulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices which envelop most of the nutrients in plants, cellulase increases the nutritional value of fruits and vegetables. CereCalase is a proprietary blend of enzymes only recently available in the commercial market. It hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCC PU
Peptidase	500 HUT
Sulfite-free Papain	200,000 FCC PU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different bond specificities, assuring the greatest rate of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action throughout the human digestive system. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the extremely sensitive patient is the use of sulfite-free papain.

Lipolytic Enzymes

Lipase	100 FCC LU
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The lipase used in Vital-Zymes Forte has very broad-range activity, capable of hydrolyzing all three triglyceryl bonds, yielding free fatty acids and glycerol. Additionally, our lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is two capsules with each meal. Because enzymes are exceptionally safe, non-toxic, and well-tolerated, the dosage can be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. (Do not mix enzymes with food that will not be eaten immediately.) Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers.

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

KL A I R E LABORATORIES

140 Marine View Avenue, Suite 110
Solana Beach, CA 92075

Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—of either vegetable or animal origin. These food enzymes would start breaking down ingested food in the stomach. Cooking and heat processing destroys the enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate immunological reactions (such as allergies) in the body.

One way to ensure adequate digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animals and plants, including those from fungi. Fungal sources such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each gelatin capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend in a base of beet root fiber, ascorbyl palmitate (Vitamin C) and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including Phytase only recently available in the commercial market. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary, bond specificities, assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach to the entire small intestine. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
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The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

For bibliography, call our office at 1-800-859-8358

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

KLAIRE

LABORATORIES

140 Marine View Avenue, Suite 110
Solana Beach, CA 92075

Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Frequently Asked Questions about Vital-Zymes Forte

Our Vital-Zymes product has been replaced by a new and improved formulation called **Vital-Zymes Forte**. The new product uses the same high quality and hypoallergenic sources of pure plant-based enzymes as our original product but has been improved to provide a higher potency and broader spectrum of enzymatic activity.

Q. What is the difference between the old and the new?

A. We have made two major improvements in the formulation. 1) **Vital-Zymes Forte** has significantly higher potency, or enzymatic activity, than Vital-Zymes. 2) We have also added a much broader spectrum of enzymes, which target a much wider variety of food components and function in a wider pH range, to accommodate individual differences in digestive function.

Q. Why have you increased the potency?

A. Our original formulation used slightly more conservative potencies in response to the needs of the sensitive patient. However, recent and continuing research on enzyme supplementation has demonstrated the exceptional safety, tolerability, and non-toxicity of the plant based enzymes used in **Vital-Zymes Forte**. More importantly, higher enzymatic activity generally increases positive response and intended results.

Q. What is the difference between this product and other enzymes on the market?

A. **Vital-Zymes Forte** has been formulated using the latest scientific research, and uses several proprietary enzyme blends not available in any other product. We believe that this is the most complete and balanced enzyme formulation currently available in the professional market.

Q. What is the source of the enzymes?

A. **Vital-Zymes Forte** has been formulated and produced in an exclusive partnership with National Enzyme Company, the same company that produced Vital-Zymes. We have selected National Enzyme Company as our partner for our enzyme products because of the exceptional quality and purity of their enzymes. The enzymes are derived from aspergillus and other plant sources such as papaya.

Q. Will the product cause problems for sensitive patients?

A. The formulation of **Vital-Zymes Forte** was overseen by Dr. Devin Houston of National Enzyme Company. Dr. Houston is a specialist in enzymes who is very aware of and sensitive to the special needs of those who use Klaire Laboratories products. We have worked closely with Dr. Houston to create an extremely pure and hypoallergenic formulation, appropriate for even the most sensitive patient.

KLAIRE

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Solana Beach, CA 92075

Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—of either vegetable or animal origin. These food enzymes would start breaking down ingested food in the stomach. Cooking and heat processing destroys the enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate immunological reactions (such as allergies) in the body.

One way to ensure adequate digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animals and plants, including those from fungi. Fungal sources such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each vegetable capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend, cellulose, l-leucine and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including Phytase only recently available in the commercial market. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary, bond specificities, assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach to the entire small intestine. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
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The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

Vital-Zymes Forte (core support)

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods comprised primarily of vegetable and or animal origin. These food enzymes would begin the process of breaking down the ingested foods in the stomach. Cooking and heat processing destroys the vital enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, providing a food source for pathogenic bacteria, and producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate adverse immunological reactions in the body.

One way to ensure adequate digestion is to supplement the diet with a comprehensive blend of digestive enzymes. Enzyme supplements are primarily derived from two sources: animal pancreatic tissue or plant based, fungal sources (*Aspergillus niger*). The plant-based enzymes such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach and thus have several limitations.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each vegetable based capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend, cellulose, l-leucine and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility

in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including phytase, hemicellulase and beta-glucanase. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary functions, with endo and exo peptidase activity to more completely break down the amino acid bonds of the protein assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach and throughout the entire small intestinal tract. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high potency and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
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The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

**These statements have not been reviewed by the FDA.
This product is not intended to treat, diagnose, cure, or prevent any illness or condition.**

Exhibit 7

VITAL ZYMES
LOT G0211J04
BEST BY 9-99
12 X 120 V211-12

Formulated without Sugar, Alcohol, Soy, Fish Oil,
Lactose, Wheat, Corn, Milk, Yeast, Artificial Sweeteners,
Artificial Coloring, Salicylates or Preservatives.

Suggested use:
As a dietary supplement, one or two capsules
immediately before each meal or as directed by a
physician.

Warning: Keep bottle tightly closed. Store away from
heat and moisture.

Caution: Do not take in the absence of normal gastric
triggers such as a normal meal.



Vital Life
FREE OF COMMON ALLERGENS

Vital-Zymes

120 CAPSULES

A highly active, balanced combination of
enzymes extracted from specially cultivated
plant sources.

Each capsule contains: Concentrated
Amylase, Protease, Lipase and
Cellulase Enzymes 160 mg,
in a base of naturally associated Maltase,
Invertase, Oxidase, Peroxidase and
Phosphatase.

• The above constitutes FULL
DISCLOSURE of this product's contents.

We use USP/NF ingredients
where available.

KLAIRE LABORATORIES, INC
SAN MARCOS, CA 92069

V211-21A



LIST #V211-21

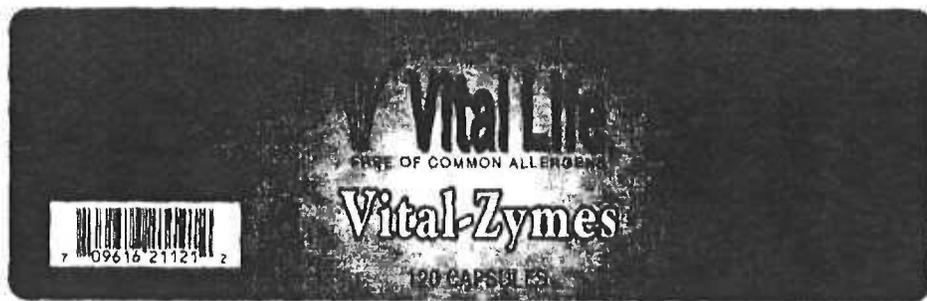
LOT G0211J04
BEST BY 9-99

Exhibit 8

LOT/SERIAL NUMBER HISTORY REPORT BY ITEM

ITEM NUMBER	DESCRIPTION	CUSTOMER NO.	CUSTOMER NAME	INVOICE NO.	INV DATE	UNIT MEAS	QUANTITY
V211-21	Vinal-Zymes - 120c						
H0211A01	W1823		DAVID STEENBLOCK DO	0171244	02/12/98	EACH	6.000
H0211A01	W1993		WILLNER CHEMISTS	0171228	02/12/98	EACH	6.000
H0211A01	W2354		STEVEN HALBERT MD	0171241	02/12/98	EACH	6.000
H0211A01	W2354		STEVEN HALBERT MD	0171925	03/05/98	EACH	6.000
H0211A01	W2726		NEEDS	0171918	03/05/98	EACH	2.000
H0211A01	W5951		CANDIDA ALLERGY CONTROL	0166415	08/28/97	EACH	24.000
H0211A01	W6313		VALLEY CLINIC	0171225	02/12/98	EACH	6.000
H0211A01	W8443		RICHARD MOORE MD	0171937	03/06/98	EACH	4.000
H0211F03	C001		*** NOT ON FILE ***	0165844	08/08/97	EACH	60.000
H0211F03	C001		*** NOT ON FILE ***	0166537	09/03/97	EACH	36.000
H0211F03	C001		*** NOT ON FILE ***	0167786	10/20/97	EACH	12.000
H0211F03	C001		*** NOT ON FILE ***	0168106	10/30/97	EACH	12.000
H0211F03	C001		*** NOT ON FILE ***	0168106	10/30/97	EACH	12.000
H0211F03	C001		*** NOT ON FILE ***	0168437	11/12/97	EACH	36.000
H0211F03	C001		*** NOT ON FILE ***	0168505	11/14/97	EACH	36.000
H0211F03	D6001		LORNA VANDERHAEGHE	0166195	08/21/97	EACH	12.000
H0211F03	D6010		HEALTH INTERLINK LTD	0167667	10/15/97	EACH	24.000
H0211F03	D6010		HEALTH INTERLINK LTD	0168521	11/14/97	EACH	36.000
H0211F03	R4251		SHARON ASHCRAFT	0165893	08/11/97	EACH	1.000
H0211F03	R4251		SHARON ASHCRAFT	0167877	10/22/97	EACH	2.000
H0211F03	R5470		*** NOT ON FILE ***	0166020	08/15/97	EACH	3.000
H0211F03	R5668		*** NOT ON FILE ***	0166105	08/19/97	EACH	4.000
H0211F03	R5747		*** NOT ON FILE ***	0166558	09/03/97	EACH	1.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0166463	08/29/97	EACH	10.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0166589	09/04/97	EACH	10.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0167022	09/22/97	EACH	2.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0167146	09/26/97	EACH	9.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0167572	10/13/97	EACH	8.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0167842	10/21/97	EACH	7.000
H0211F03	W1017		AN OUNCE OF PREVENTION	0168095	10/30/97	EACH	2.000
H0211F03	W1116		KENNETH BROWN RPh	0167509	10/09/97	EACH	2.000
H0211F03	W1265		FARMINGTON MED CENTER	0167117	09/25/97	EACH	12.000
H0211F03	W1265		FARMINGTON MED CENTER	0168241	11/04/97	EACH	12.000
H0211F03	W1308		ROLAND A GHANEM MD	0166645	09/08/97	EACH	12.000
H0211F03	W1396		CHARLES HINSHAW JR MD	0171933	03/06/98	EACH	2.000
H0211F03	W1486		L & H PHARMACY	0167320	10/02/97	EACH	12.000
H0211F03	W1486		L & H PHARMACY	0168007	10/28/97	EACH	12.000
H0211F03	W1889		VITAMIN SHOPPE	0167984	10/27/97	EACH	6.000
H0211F03	W1889		VITAMIN SHOPPE	0168137	10/31/97	EACH	6.000
H0211F03	W1941		AUBREY WORRELL MD	0166779	09/12/97	EACH	12.000
H0211F03	W1969		HEALTH FOOD SHOP-closed-Jan 97	0166173	08/20/97	EACH	2.000
H0211F03	W1976		BOB L SMITH	0166119	08/19/97	EACH	6.000
H0211F03	W1990		GARY OBERG	0167356	10/05/97	EACH	12.000
H0211F03	W1990		GARY OBERG	0168269	11/05/97	EACH	12.000
H0211F03	W2232		ROBERT POTTINGER MD	0167243	09/30/97	EACH	1.000
H0211F03	W2265		C F DERRICK MD	0165842	08/08/97	EACH	6.000
H0211F03	W2343		NATURES NUTRITION CENTER	0165962	08/13/97	EACH	6.000
H0211F03	W2607		AKINS NATURAL FOODS	0166498	09/02/97	EACH	12.000
H0211F03	W2607		AKINS NATURAL FOODS	0167316	10/02/97	EACH	12.000
H0211F03	W2608		AMERICAN HEALTH FOODS	0166257	08/22/97	EACH	3.000
H0211F03	W2726		NEEDS	0167009	09/22/97	EACH	8.000
H0211F03	W2726		NEEDS	0168287	11/05/97	EACH	12.000
H0211F03	W2729		JACQUELINE KROHN MD	0166716	09/09/97	EACH	2.000
H0211F03	W3020		HERBERT SINGER DC	0167477	10/09/97	EACH	4.000
H0211F03	W3105		RICHARD HRDLICKA MD	0165777	08/06/97	EACH	24.000
H0211F03	W3105		RICHARD HRDLICKA MD	0166897	09/17/97	EACH	24.000
H0211F03	W3105		RICHARD HRDLICKA MD	0167994	10/28/97	EACH	24.000
H0211F03	W3478		ABRAHAM ZACHARIAH MD	0166902	09/17/97	EACH	6.000
H0211F03	W3641		HEALTH UNLIMITED	0166731	09/10/97	EACH	4.000
H0211F03	W3822		WELLNESS HEALTH	0166411	08/28/97	EACH	12.000
H0211F03	W3822		WELLNESS HEALTH	0167930	10/24/97	EACH	24.000
H0211F03	W4459		JOSEPH P KEENAN MD	0167625	10/14/97	EACH	4.000
H0211F03	W4571		FREDERICK WEINER DC	0166061	08/18/97	EACH	4.000
H0211F03	W4571		FREDERICK WEINER DC	0166833	09/15/97	EACH	4.000
H0211F03	W4733		RITZMAN PHARMACY #1	0167635	10/14/97	EACH	3.000
H0211F03	W4805		W R E GHAMMER MD	0166565	09/03/97	EACH	6.000
H0211F03	W5119		ROSEMARY J MORONI MD	0165947	08/12/97	EACH	12.000
H0211F03	W5119		ROSEMARY J MORONI MD	0166661	09/08/97	EACH	6.000
H0211F03	W5234		ABRAMS ROYAL PHARMACY	0166665	09/08/97	EACH	1.000
H0211F03	W5234		ABRAMS ROYAL PHARMACY	0167382	10/06/97	EACH	1.000
H0211F03	W5675		N THOMAS LA CAVA MD	0166387	08/27/97	EACH	4.000
H0211F03	W5675		N THOMAS LA CAVA MD	0167178	09/29/97	EACH	2.000
H0211F03	W5745		C A KOTSANIS MD	0165645	08/01/97	EACH	12.000
H0211F03	W5745		C A KOTSANIS MD	0167251	10/01/97	EACH	18.000
H0211F03	W5745		BARBARA SOLOMON MD	0166971	09/19/96	EACH	36.000
H0211F03	W5948		KATHLEEN DANIELSON RN	0168920	11/25/97	EACH	1.000

VITAL ZYMES
LOT G0211J04
BEST BY 9-99
12 X 120 V211-12



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ATTORNEYS' EYES ONLY

**NATIONAL
E N Z Y M E
COMPANY**

S I N C E 1 9 3 2

PO BOX 128 • HWY 160 • FORSYTH, MISSOURI 65653
417-546-4796 • Fax 417-546-6433

211
9-30-96
lot# 4799

CERTIFICATE OF ANALYSIS

REC'D 9/15/96
9,953

DATE: 8/15/96
FORMULA NUMBER: 114
FORMULA NAME:
BATCH NUMBER: 40069020
PO NUMBER: 3408

This is to certify this batch meets the specifications for enzyme preparations as described in the FCC III and was manufactured according to FDA's current Good Manufacturing Practices.

Each 203 mg capsule is formulated to contain:

Amylase	4,600 DU
Protease	12,750 HUT
Lipase	47 LU
Cellulase	50 CU

In a base of pure plant fiber.

Expires 8/99

MICROBIOLOGICAL EVALUATION:

E. Coli	Negative
Salmonella	Negative



Cheryl Brady
Quality Control

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KLAIRE LABORATORIES, INC.

PACKAGING REPORT

Written by S Zeman 6/1/95

Checked by A E Rubin 6-24-

Customer KLAIRE LABORATORIES

Issued by _____

Product VITAL ZYMES Product No. V211-21

Label Code V211-21A

Units to Pkg. 82 Amt per Unit 120 Page 1 of 1

Code	Description	QTY	By	CK	Lot No.	
02-B	Container: 100cc HDPE	82	AB		QC CERTIFICATION Appear Ok by: List No. Ok by: Lbl Lot No. Ok by: Ovr-Pack Lbl Ok by:	
02-C 20-C	Cap: 38mm SMOOTH, SG-75 TEAL	82	AB			
01-PC	Desiccant: 1 gm	82	AB			
02-PC	Stuffing: COTTON	82	AB			
	Case Pack: 12 (RESHIPPER)	7	AB			
	Misc: <u>SHRINK BANDS</u>	82	AB			
Date Manufactured: <u>2-4-95</u> EXP Date: <u>9-99</u>		Avg Wt: _____ by: _____				
EXP date is <u>36</u> months from date manufactured.		Tot Wt: _____ by: _____				

Drum #	Trans. to Pkg	Drum #	Trans. to Pkg	Labels Iss'd	Labels Used	Labels Dstryd
1	<u>9.953 M</u>	13		Unit <u>33</u> by <u>AB</u>	<u>33</u> by <u>AB</u>	<u>33</u> by <u>AB</u>
2		14		Diff/Comm.		
3		15				
4		16	<u>OF</u>	Count Check	Line OK	<u>AB</u>
5		17	<u>TOT.</u>	1 _____ by _____		
6		18	<u>LOT.</u>	2 _____ by _____	Label Check	<u>AB</u>
7		19		3 _____ by _____		
8		20		4 _____ by _____	Lot No. Check	<u>AB</u>
9		21		Additional Instructions:		
10		22				
11		23				
12		24		Tot Units Pkg <u>82</u> By <u>AB</u> Date <u>2-4-95</u>		

TOTAL: <u>9.953 M</u> WT/UNIT: <u>9.84 M</u>			
Drum #	Ret'd to Whse	Drum #	Ret'd to Whse
() Q.C. Units <u>1</u> By <u>AB</u> Date <u>2-4-95</u> RELEASED BY Q.C. By _____ Date _____			
TOTAL: <u>5</u>			

COMMENTS:

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PRODUCTION WORK REPORT

PRODUCT V211-21 VITAL-ZYMES

DATE PACKAGED 2-4-97

CAPSULES

QTY PACKAGED 82

CONTAINER FILL 120 Capsules

TABLET

CONTAINER SIZE 100 cc

GEL

DRUM # 1

NET WEIGHT OF RAW MATERIAL 9.953 MKG / LB'S

POWDER

EMPLOYEE	TIME SPENT	HOURLY WAGE	TOTAL \$
V-L JERRY 1-1797	1 HR. 10 MIN.		
L EDDIE 2-4	- HR. 10 MIN.		
	HR. MIN.		
	HR. MIN.		
	HR. MIN.		
TOTALS	1 HR. 20 MIN.		

TOTAL TIME SPENT IN MINUTES PER BOTTLE 1.2

MANUFACTURES LOT# 40069020

RAW MATERIAL LOT# 4779

LABEL LOT # 60211704

LABEL O.K. BY PS

BOTTLES COMPLETED 82 BOTTLES UNLABELED 0

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Dear Customer,

Enclosed is the product you have ordered. We apologize for any delay you may have experienced in receiving your shipment of Klaire Laboratories Vital-Zymes. As you may be aware, we have upgraded our original enzyme product to a **new and improved formulation** called **Vital-Zymes Forte**. The new product uses the same high quality and hypoallergenic sources of pure plant-based enzymes as our original product but has been improved to provide a higher enzyme potency and broader spectrum of enzymatic activity.

Vital-Zymes Forte represents the state of the art in enzyme science. It was formulated according to the latest scientific research and uses several proprietary enzyme blends not normally available in any other product. We believe **Vital-Zymes Forte** to be the most complete and balanced enzyme formulation currently available in the professional market.

The formulation of **Vital-Zymes Forte** was overseen by Devin Houston, Ph.D. of National Enzyme Company. Dr. Houston is a specialist in the science of enzyme supplementation who is very aware of and sensitive to the special needs of those who use Klaire Laboratories products. We have worked closely with Dr. Houston to create an extremely **pure and hypoallergenic formulation**, appropriate for even the most sensitive patient.

New pricing and a very special offer: Although the new formulation offers a dramatic increase in potency and spectrum of activity, the new pricing for **Vital-Zymes Forte** represents only a minor increase over our original price.

Wholesale: \$ 11.08 per bottle Retail: \$ 22.16 per bottle

However, as a special introductory offer, we have shipped your initial supply of **Vital-Zymes Forte** at the former price of \$10.25 per bottle (wholesale). And as our way of saying thank you for your patience during any delay, we will extend this special pricing to any orders placed through the end of **November, 1999**.

We are confident that both you and your patients will note and appreciate the increased benefits of our improved formulation. If you have any further questions, please feel free to contact our technical support division at (800)859-8358.

Yours truly,

Randall Wilkinson, M.D.

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KLAIRE LABORATORIES

140 Marine View Avenue, Suite 110
Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Throughout the course of human evolution, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—either of vegetable or animal origin. Cooking and heat-processing destroys the natural enzyme content of our foods. Over the course of many years, a mostly cooked-food diet can overtax the ability of the body to produce enzymes. Enzyme production may fall off, hindering the complete digestion of foods. When food remains undigested, or only partially digested, it begins to putrefy in the gut and produces of toxic substances that can leak into the bloodstream and slowly poison the body. Undigested protein molecules can also cross the gut lining and initiate immunologic reactions (such as allergies) in the body.

One way to ensure proper digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animal sources and plant sources. Fungal sources such as those used in Vital-Zymes Forte are active at a much wider pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 pure, plant-based digestive enzymes, formulated to break down a wide variety of food components at a wide range of pH conditions. It is produced in an exclusive partnership with National Enzyme Company (NEC). We have selected NEC as the supplier for Klair Laboratories enzyme products because of the exceptional quality and the standardized activity of their enzymes. The enzymes in Vital-Zymes Forte are derived from aspergillus and other plant sources such as papaya. Whenever possible, potencies have been measured and expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard.

Product Specifications

Each gelatin capsule of Vital-Zymes Forte contains 210mg of a proprietary enzyme blend, in a base of beet root fiber, ascorbyl palmitate (Vitamin C) and water. One bottle contains 120 capsules.

Carbohydrolytic Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
Alpha-galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase breaks single glucose molecules off the ends of the chain.

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The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte is mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Celulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices which envelop most of the nutrients in plants, cellulase increases the nutritional value of fruits and vegetables. CereCalase is a proprietary blend of enzymes only recently available in the commercial market. It hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCC PU
Peptidase	500 HUT
Sulfite-free Papain	200,000 FCC PU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different bond specificities, assuring the greatest rate of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action throughout the human digestive system. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the extremely sensitive patient is the use of sulfite-free papain.

Lipolytic Enzymes

Lipase	100 FCC LU
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The lipase used in Vital-Zymes Forte has very broad-range activity, capable of hydrolyzing all three triglyceryl bonds, yielding free fatty acids and glycerol. Additionally, our lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is two capsules with each meal. Because enzymes are exceptionally safe, non-toxic, and well-tolerated, the dosage can be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. (Do not mix enzymes with food that will not be eaten immediately.) Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers.

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

KL A I R E LABORATORIES

140 Marine View Avenue, Suite 110
Solana Beach, CA 92075

Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—of either vegetable or animal origin. These food enzymes would start breaking down ingested food in the stomach. Cooking and heat processing destroys the enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate immunological reactions (such as allergies) in the body.

One way to ensure adequate digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animals and plants, including those from fungi. Fungal sources such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each gelatin capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend in a base of beet root fiber, ascorbyl palmitate (Vitamin C) and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13,5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

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The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including Phytase only recently available in the commercial market. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary, bond specificities, assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach to the entire small intestine. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
--------	-----------

The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

For bibliography, call our office at 1-800-859-8358

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

Rev. 06/22/00

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KLAIRE LABORATORIES

140 Marine View Avenue, Suite 110
Solana Beach, CA 92075

Toll Free (800) 859-8358 • (858) 350-7880 • Fax (858) 350-7883

Frequently Asked Questions about Vital-Zymes Forte

Our Vital-Zymes product has been replaced by a new and improved formulation called **Vital-Zymes Forte**. The new product uses the same high quality and hypoallergenic sources of pure plant-based enzymes as our original product but has been improved to provide a higher potency and broader spectrum of enzymatic activity.

Q. What is the difference between the old and the new?

A. We have made two major improvements in the formulation. 1) **Vital-Zymes Forte** has significantly higher potency, or enzymatic activity, than Vital-Zymes. 2) We have also added a much broader spectrum of enzymes, which target a much wider variety of food components and function in a wider pH range, to accommodate individual differences in digestive function.

Q. Why have you increased the potency?

A. Our original formulation used slightly more conservative potencies in response to the needs of the sensitive patient. However, recent and continuing research on enzyme supplementation has demonstrated the exceptional safety, tolerability, and non-toxicity of the plant based enzymes used in **Vital-Zymes Forte**. More importantly, higher enzymatic activity generally increases positive response and intended results.

Q. What is the difference between this product and other enzymes on the market?

A. **Vital-Zymes Forte** has been formulated using the latest scientific research, and uses several proprietary enzyme blends not available in any other product. We believe that this is the most complete and balanced enzyme formulation currently available in the professional market.

Q. What is the source of the enzymes?

A. **Vital-Zymes Forte** has been formulated and produced in an exclusive partnership with National Enzyme Company, the same company that produced Vital-Zymes. We have selected National Enzyme Company as our partner for our enzyme products because of the exceptional quality and purity of their enzymes. The enzymes are derived from aspergillus and other plant sources such as papaya.

Q. Will the product cause problems for sensitive patients?

A. The formulation of **Vital-Zymes Forte** was overseen by Dr. Devin Houston of National Enzyme Company. Dr. Houston is a specialist in enzymes who is very aware of and sensitive to the special needs of those who use Klair Laboratories products. We have worked closely with Dr. Houston to create an extremely pure and hypoallergenic formulation, appropriate for even the most sensitive patient.

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Vital-Zymes Forte

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods—of either vegetable or animal origin. These food enzymes would start breaking down ingested food in the stomach. Cooking and heat processing destroys the enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate immunological reactions (such as allergies) in the body.

One way to ensure adequate digestion is to supplement the diet with digestive enzymes. Enzyme supplements are primarily derived from two sources: animals and plants, including those from fungi. Fungal sources such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each vegetable capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend, cellulose, l-leucine and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

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The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including Phytase only recently available in the commercial market. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary, bond specificities, assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach to the entire small intestine. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
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The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

These statements have not been reviewed by the FDA. This product is not intended to treat, diagnose, cure, or prevent any illness or condition.

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Vital-Zymes Forte (core support)

A high-potency, broad-spectrum digestive enzyme formula

Background and Introduction

Through the entire existence of mankind, humans have eaten a diet consisting primarily of raw, enzyme-rich foods comprised primarily of vegetable and or animal origin. These food enzymes would begin the process of breaking down the ingested foods in the stomach. Cooking and heat processing destroys the vital enzymes found in foods, thereby putting the entire burden of food digestion onto the pancreas. Over the course of many years, a mostly cooked-food diet can stress the gastrointestinal system. When food remains undigested or only partially digested, it may putrefy in the gut, providing a food source for pathogenic bacteria, and producing toxic substances that may leak into the bloodstream. Undigested protein molecules may also cross the gut lining and initiate adverse immunological reactions in the body.

One way to ensure adequate digestion is to supplement the diet with a comprehensive blend of digestive enzymes. Enzyme supplements are primarily derived from two sources: animal pancreatic tissue or plant based, fungal sources (*Aspergillus niger*). The plant-based enzymes such as those used in Vital-Zymes Forte are active at a much broader pH range (2-12) than animal-source enzymes (such as pancreatin), which do not work well in the low pH of the stomach and thus have several limitations.

Product Description

Vital-Zymes Forte is a unique blend of 13 plant-based digestive enzymes formulated to break down fats, carbohydrates, and proteins. The enzymes in Vital-Zymes Forte are derived from *Aspergillus* and other plant sources, such as papaya. Strict quality assurance measures are utilized in the manufacturing of this product to assure potency and safety. Whenever possible, potencies are expressed in Food Chemical Codex (FCC) units, which are recognized by the FDA as the industry standard for determining enzyme activity.

Product Specifications

Each vegetable based capsule of Vital-Zymes Forte contains 210 mg of a proprietary enzyme blend, cellulose, H-leucine and water. One bottle contains 120 capsules.

Carbohydrase Enzymes

Amylase	7500 DU
Glucoamylase	13.5 AGU
Invertase	0.2 IAU
Lactase	750 ALU
alpha-Galactosidase	150 AGSU
Cellulase	400 CU
CereCalase™	400 MU

Amylase and glucoamylase work together to optimize the release of glucose from starch. While amylase breaks the bonds at random points within the starch chain, glucoamylase removes single glucose molecules from the ends of the chain.

The amounts of lactase and alpha-galactosidase in Vital-Zymes Forte are mid-range, allowing greater flexibility

in dosing. Those who have particular difficulty with dairy or legumes may increase the dosage of Vital-Zymes Forte when these foods are consumed, while those who do not have trouble with these foods are not paying for expensive enzyme activity with little direct benefit to them.

Cellulase and CereCalase allow more complete digestion of dietary fiber. By disrupting the structure of the fiber matrices, which envelop most of the nutrients in plants, cellulase increases the available nutrition from fruits and vegetables. CereCalase is a proprietary blend of enzymes including phytase, hemicellulase and beta-glucanase. This blend hydrolyzes non-starch polysaccharides, which have been shown to bind digestive enzymes and inhibit mineral absorption.

Proteolytic Enzymes

Protease	6200 HUT
Acid-stable protease	10 SAPU
Bromelain	275000 FCCPU
Peptidase	2500 HUT
Sulfite-free Papain	200000 FCCPU

The complexity of proteins and peptides requires the combination of multiple proteases to optimize digestion. Each of the proteolytic enzymes used in Vital-Zymes Forte has different, but complementary functions, with endo and exo peptidase activity to more completely break down the amino acid bonds of the protein assuring a greater range of hydrolysis. The combination of protease and acid-stable protease allows optimal digestion of proteins within a pH range of 2.0 to 11.0, providing proteolytic action from the stomach and throughout the entire small intestinal tract. Peptidase breaks down large peptides that remain after proteins are partially digested by other enzymes. Of specific interest to the chemically sensitive person is the inclusion of a sulfite-free papain with high potency and stable activity, just recently made available to this industry.

Lipolytic Enzymes

Lipase	100 FCCLU
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The lipase used in Vital-Zymes Forte has very broad-range activity in degrading triglycerides, and is capable of hydrolyzing all three triglyceryl bonds to yield free fatty acids and glycerol. Additionally, this particular lipase has an active range of pH 3.0 to 9.0.

Recommended Usage

The generally recommended amount is one to two capsules with or at the beginning of each meal. Because enzymes are exceptionally safe, non-toxic, and well tolerated, the dosage may be freely adjusted according to individual requirements. For example, a greater number of capsules can be used with large meals or with foods that present particular difficulty for the individual. Similarly, a single capsule may be sufficient with a snack. Enzyme supplements should be taken with meals to ensure optimal mixing with food. Heating enzymes will destroy their activity, so adding enzymes to food that will be cooked or baked is not recommended.

NOTE: The use of digestive enzymes (specifically proteolytic enzymes) should be avoided in the presence of gastritis or peptic/duodenal ulcers as irritation to the open wounds may occur.

**These statements have not been reviewed by the FDA.
This product is not intended to treat, diagnose, cure, or prevent any illness or condition.**