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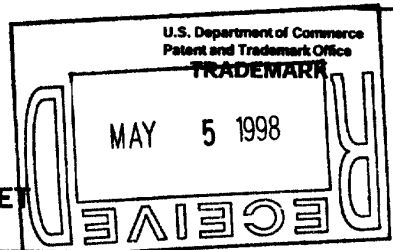
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-14-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Mikuda Company

Execution Date
Month Day Year
11 24 1997

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name OMP Acquisition Corporation

DBA/KA/TA _____

Composed of _____

Address (line 1) 625 Alaska Avenue

Address (line 2) _____

Address (line 3) Torrance

California

90503

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California Corporation

05/12/1998 DCOATES 00000138 1816546

FOR OFFICE USE ONLY

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40.00 0P

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1724 FRAME: 0802

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1816546"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James W. McClain
Name of Person Signing


Signature

May 4, 1998
Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of December 2, 1997 ("Effective Date") by and between Mikuda Company, a California corporation having its principal place of business at 2028 E. Alosta Avenue, Glendora, California 91740 ("ASSIGNOR"), and OMP Acquisition Corporation, a California corporation having a place of business at 625 Alaska Avenue, Torrance, California 90503 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using and is the owner of the Trademark (as defined below);

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title and interest in and to the Trademark throughout the world; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title and interest as ASSIGNOR may possess in and to the Trademark throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR makes the following assignment:

1. DEFINITIONS.

a. "Trademark" means the trademark COMPLEX 272[®] and all trademark registrations and applications for the trademark COMPLEX 272[®] (including United States Trademark Registration No. 1,816,546) and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

2. ASSIGNMENT.

a. ASSIGNOR hereby assigns and sells to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the Trademark throughout the world, together with the goodwill symbolized by said Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement of the aforesaid rights, to have and to hold the same unto ASSIGNEE, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request, take any and all steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in ASSIGNEE and to facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.

c. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in ASSIGNOR's favor from the respective date of first use of the Trademark to the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. REPRESENTATIONS AND WARRANTIES.

a. ASSIGNOR hereby represents and warrants to ASSIGNEE the following:

(1) ASSIGNOR is the sole and exclusive owner of all trademark rights and all other rights in the Trademark assigned herein;

(2) ASSIGNOR has full power and authority to make and enter into this Assignment;

(3) ASSIGNOR has used the Trademark in interstate commerce;

(4) The Trademark has not heretofore been pledged, hypothecated or otherwise encumbered and is, in all respects, free and clear of all encumbrances including, without limitation, security interests, licenses, liens, charges or other restrictions;

(5) To the best of ASSIGNOR's knowledge, the validity of the Trademark has never been questioned;

(6) ASSIGNOR has not entered into any contract or agreement or made any commitment that will or may impair ASSIGNEE's rights hereunder;

(7) To the best of ASSIGNOR's knowledge, there are no foreign or state applications or registrations for the Trademark.

(8) To the best of ASSIGNOR's knowledge, the Trademark does not infringe the rights of any third parties; and

b. ASSIGNOR agrees to defend, indemnify and hold harmless ASSIGNEE its officers, directors, licensees, employees and agents, from and against any liabilities, claims, actions, demands, damages or settlements including, without limitation, attorneys' fees and costs, alleging or resulting from ASSIGNOR's breach of any of the foregoing warranties.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. MISCELLANEOUS. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof. Both parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Assignment. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first set forth above.

MIKUDA COMPANY

OMP ACQUISITION CORPORATION

By: George Michel

By: _____

Name: George Michel

Name: _____

Title: President

Title: _____

(8) To the best of ASSIGNOR's knowledge, the Trademark does not infringe the rights of any third parties; and

b. ASSIGNOR agrees to defend, indemnify and hold harmless ASSIGNEE its officers, directors, licensees, employees and agents, from and against any liabilities, claims, actions, demands, damages or settlements including, without limitation, attorneys' fees and costs, alleging or resulting from ASSIGNOR's breach of any of the foregoing warranties.

4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. MISCELLANEOUS. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof. Both parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Assignment. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first set forth above.

MIKUDA COMPANY

OMP ACQUISITION CORPORATION

By: _____

By: I. Walker

Name: _____

Name: IAN G WALKER

Title: _____

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

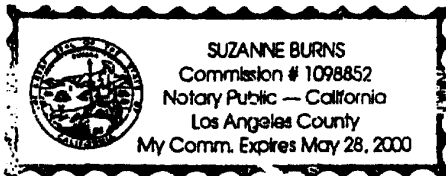
State of California
County of Los Angeles

On November 24, 1997, before me, Suzanne Burns,
DATE Name and Title of the Officer - e.g., "JANE DOE, NOTARY PUBLIC"

personally appeared George Michel,
Name(s) of Signer(s)

personally known to me - OR proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Suzanne Burns
SIGNATURE OF NOTARY

~~OPTIONAL SECTION~~ CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

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

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

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:


Title or Type of Document _____

Number of Pages _____ Date of Document _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

Signer(s) Other Than Named Above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<p>State of California County of Kern Orange</p> <p>On <u>December 1, 1997</u>, before me, <u>Patti A. Smith, Notary Public</u>, <small>DATE Name and Title of the Officer - e.g., "JANE DOE, NOTARY PUBLIC"</small></p> <p>personally appeared <u>Ian G. Walker</u>, <small>Name(s) of Signer(s)</small></p> <p><input checked="" type="checkbox"/> personally known to me - OR <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px 0;">  </div> <p style="text-align: center;">WITNESS my hand and official seal. <u>Patti A. Smith</u> <small>SIGNATURE OF NOTARY</small></p>	<p style="text-align: center;">— OPTIONAL SECTION — CAPACITY CLAIMED BY SIGNER</p> <p><small>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</small></p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>Vice President</u> <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p style="text-align: center;">SIGNER IS REPRESENTING NAME OF PERSON(S) OR ENTITY(IES) <u>OMP Acquisition Corp.</u></p>
OPTIONAL SECTION	
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> <p>_____</p> <p><small>Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.</small></p>	<p>Title or Type of Document <u>Trademark Assignment</u></p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>