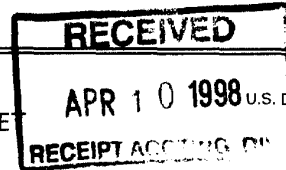


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FORM PTO-1594
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HEE

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): Hi-Life Rubber U.S.A., Inc.
State of Wisconsin Corporation

2. Name and address of receiving party(ies):
Name: Avon Hi-Life, Inc.
Address: 110 Lincoln Street
City: Johnson Creek State: Wisconsin Zip: 53038-0009

3. Nature of Conveyance: Assignment
Execution Date: April 9, 1998

Type of Company: Corporation
Corporation-State: Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. A. Trademark Application No.(s) B. Trademark Registration No.(s) See Attached

Additional numbers attached? Yes No

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

Glenn A. Busé
Michael, Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41):.....\$ 565.00

Enclosed

Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Glenn A. Busé
Name of Person Signing

Glenn A. Busé
Signature

April 17, 1998
Date

Total number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011(exp. 4/94)TFORM/TMASSIGN

Attorney File 45011/9019

United States Postal Service Express Mail Mailing Label No. TB699394542US

cc: Docketing

04/21/1998 SSMITH 00000086 1030066

01 FC:481
02 FC:482

40.00 OP
525.00 OP

TRADEMARK
REEL: 1728 FRAME: 0361

SCHEDULE A

U.S. Trademarks and Trademark Registrations
Owned Solely by Hi-Life

Mark	Registration No.	Issue Date
HI-LIFE	1,030,066	01/13/76
MILK-RITE	1,063,885	04/19/77
MILKHANDLER	1,122,186	07/17/79
BLACK MAX	1,139,681	09/16/80
ROULETTE	1,176,878	11/10/81
SILENCER	1,248,146	08/16/83
CLASSIC	1,249,595	08/30/83
ULTRALINER	1,258,278	11/22/83
SILMAX	1,266,900	02/14/84
VENT-AIRE	1,369,818	11/12/85
DURALINER	1,383,046	02/18/86
Background Design	1,398,267	06/24/86
DURA-SOFT	1,437,096	04/21/87
LT	1,489,896	05/31/88
UNITEC	1,670,723	12/31/91
TRIMAX	1,687,009	05/12/92
DURA-SIL	1,719,331	09/22/92
TLC	1,759,460	03/23/93
QUIK-FLO	1,810,244	12/07/93
ULTRACLEAN	1,860,259	10/25/94
MAX	1,917,158	09/05/95
EZ	1,967,456	04/09/96

ASSIGNMENT

Hi-Life Rubber U.S.A., Inc., a Wisconsin corporation having its principal place of at 110 Lincoln Street, Johnson Creek, Wisconsin 53038-0009, formerly known as Hi-Life Rubber, Inc., (collectively "Hi-Life") is the sole owner of the United States trademarks and trademark registrations listed in attached Schedule A, the sole owner of the United States patents and pending patent application listed in attached Schedule B, joint owner of the United States patent and pending patent application listed in attached Schedule C, sole owner of the foreign trademarks and trademark registrations listed in attached Schedule E, sole owner of the foreign patents listed in attached Schedule F, and a joint owner of the foreign patent listed in attached Schedule G.

Hi-Life and Avon Hi-Life, Inc., a Wisconsin corporation having a place of business at 110 Lincoln Street, Johnson Creek, Wisconsin 53038-0009 ("Assignee") have entered into an Asset Purchase Agreement under which Hi-Life agrees to assign to Assignee all its right, title and interest in all its intellectual property, including but not limited to, all U.S. and foreign patents and pending patent applications and all U.S. and foreign trademarks and trademark registrations.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hi-Life assigns to Assignee all its right, title and interest in and to the U.S. and foreign trademarks listed in Schedules A and E, together with the goodwill of the business symbolized thereby, and the listed registrations, and the U.S. patents, including all reissues thereof, foreign patents and pending U.S. patent applications, including all divisional, continuation, continuation-in-part and reissue applications based thereon, listed in Schedules B, C, F and G, along with the right to sue and collect damages for all past and future infringements thereof.

Reed A. Larson, an individual residing in Watertown, Wisconsin, and an employee of Hi-life ("Larson"), by virtue of a Certificate of Correction, is named as the inventor and owner of the United States patent listed in attached Schedule D and also a joint owner of the foreign patent listed in attached Schedule G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Larson hereby assigns to Assignee all his right, title and interest in United States Patent No. 4,651,676, including all reissues thereof, listed in Schedule D and Canadian Patent No. 1,286,250 listed in Schedule G, along with the right to sue for and collect damages for all past and future infringements thereof.

Subscribed and sworn to before me this day 9th of April 1998.

Beverly Ann Currier
Notary Public State of Wisconsin

My commission expires 1 Permanent

REED A. LARSON

Reed A. Larson

Date: 4-9-98

HI-LIFE RUBBER U.S.A., INC.

By: Leigh R. Lawton

Title: President

Date: 4/9/98

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