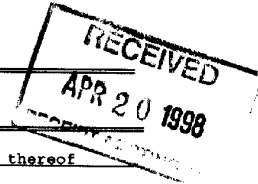


05-28-1998



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MRA 4-20-98



Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Mt. Clemens Mineral Products Co.
f/k/a Mt. Clemens Mineral Ointment, Salve & Balm Co.

- Individual(s)
- General Partnership
- Corporation-State: Michigan
- Other
- Association
- Limited Partnership

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

Geologix, Inc.
1330 Ravenwicke Way
Bloomfield Hills, MI 48302

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: Michigan
- Other:

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached?
 Yes No

Execution Date: May 28, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,498,259
1,709,078

Additional numbers attached?

Yes No

6. Total number of applications and registrations involved:

two

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

Kevin M. Hinman
Dykema Gossett PLLC
1577 N. Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0704

7. Total fee (37 CFR 3.41).....80.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 04-2223

(Attach duplicate copy of this page if using deposit account)

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.

Kevin M. Hinman
Name

Kevin M. Hinman
Signature

4/16/98
Date

Total number of pages comprising cover sheet 3

Do not detach this portion

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05/28/1998 TDM11 00000159 042223 1498259

01 FC:481 40.00 CH
02 FC:482 25.00 CH

TRADEMARK
REEL: 1730 FRAME: 0858

ASSIGNMENT OF U.S. REGISTRATIONS

THIS ASSIGNMENT made this 28th day of May 1996 by **Mt. Clemens Mineral Products Co. f/k/a Mt. Clemens Mineral Ointment, Salve & Balm Co.** (hereinafter "Assignor") in favor of **Geologix, Inc.**, a Michigan Corporation of 1330 Ravenwicke Way, Bloomfield Hills, MI 48302 (hereinafter "Assignee").

WHEREAS, Assignor is the sole owner of the U.S. Registration NO. 1,498,259 "ACHE-AWAY" with an expiration date of August 2, 2008 and 1,709,078 "NATURAL MINERAL MAGIK" of August 17, 2002; and

WHEREAS, assignee is desirous of acquiring Assignor's entire interest in said Registrations,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, Assignor does hereby sell, assign and transfer to Assignee, all of its rights, title and interest, in and to the above described U.S. Registrations the same to be held and enjoyed by Assignee for its own use and benefit, and for its legal representations and assigns, to the full end of the term for which said Registration is granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

The parties hereby acknowledge and agree that a breach or default under that certain Asset Purchase Agreement between Assignor and Assignee of even date herewith ("Asset Purchase Agreement"), that certain promissory note of which Assignee is the maker and Assignor is the payee of even date herewith ("Promissory Note"), that certain Security Agreement, between Assignor and Assignee of even date herewith ("Security Agreement"), that certain Lease between Assignor and Assignee of even date herewith ("Lease"), that certain Royalty Agreement between Assignor and Assignee of even date herewith ("Royalty Agreement"), and that certain License Agreement between Assignor and Assignee of even date herewith ("License Agreement") shall constitute a breach or default hereunder, thereby entitling Assignor to exercise any and all of its rights and remedies provided hereunder, and any breach

