

MKD 5-18-98

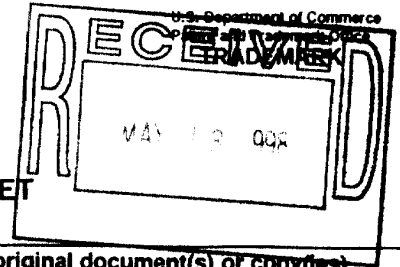
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-01-1998



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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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

05/29/1998 DCDATES 00000071 75156812

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 OP

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 sheets information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1752 FRAME: 0421

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" value="75/156812"/>	<input type="text" value="75/225458"/>	<input type="text" value="75/225444"/>	<input type="text" value="1,433,330"/>	<input type="text" value="1,773,136"/>	<input type="text" value="1,764,791"/>
<input type="text" value="75/225329"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,772,931"/>	<input type="text" value="1,772,930"/>	<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.

Bernard R. Gans

Name of Person Signing

Bernard R. Gans

Signature

May 13, 1998

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNOR: Vedax Sciences Corporation, a Nevada corporation
5000 Birch Street, Suite 6200
Newport Beach, CA 92660

ASSIGNEE: TEC Worldwide, Inc., a Delaware corporation
844 Moraga Drive
Los Angeles, CA 90049

ASSIGNED SUBJECT MATTER

All intellectual property in which ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (hereinafter defined), all "Marks" (hereinafter defined), all "Copyrights" (hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

I. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), techniques, all U.S. and foreign patent applications, and all U.S. and foreign patents, including but not limited to the items listed in Schedule A.

II. "Marks" is defined to include all words, names, logos, symbols, trade names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to the items in Schedule B.

III. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, including but not limited to the copyrights in ASSIGNOR's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material, and products (whether developed or in development), including but not limited to the items in Schedule C.

IV. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how, including but not limited to the items in Schedule D.

V. Related Rights

A. All goodwill of the business symbolized by the Marks.

B. All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER in all countries, including all rights to claim

and recover damages and compensation for past or continuing infringements of or violation of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW, THEREFORE, as party of the transfer of all business to which ASSIGNED SUBJECT MATTER is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said ASSIGNED SUBJECT MATTER.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the ASSIGNED SUBJECT MATTER to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

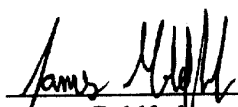
ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to ASSIGNOR respecting the ASSIGNED SUBJECT MATTER, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, obtain and enforce in all countries the properties and rights which comprise the ASSIGNED SUBJECT MATTER.

Accepted as of February 24th, 1998.

ASSIGNEE:

TEC Worldwide, Inc.,
a Delaware corporation

By: _____


James Goldfarb,
Vice President

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On February 24, 1998, before me, Sylvia W. Oshiro,
Notary Public, personally appeared James Goldfarb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notarial Seal]



Sylvia W. Oshiro
Notary Public
COMMISSION EXPIRES

SCHEDULE A

("Patents")

There are no pending or issued U.S. or foreign patents, and no specific items of "Patents" are being listed.

SCHEDULE B

("Marks")

The corporate and trade name Vedax Sciences Corporation and VEDAX.

The marks THE EXECUTIVE COMMITTEE and TEC.

The specific "Marks" and their applications and registrations as listed on the attached Exhibit V of the Disclosure Schedule to the Asset Purchase Agreement.

SCHEDULE C

("Copyrights")

There are no U.S. or foreign copyright registrations, and no specific items of "Copyrights" are being listed.

SCHEDULE D

("Confidential Information")

No specific items of "Confidential Information" are being listed.