

06-26-1998



100749276

RECEIVED
JUN 15 1998
U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner of

1. Name of conveying party(ies):
Beiersdorf, Inc. as Successor in Interest to Futuro Inc.

6-15-98

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
Security Agreement Change of Name
Other

Execution Date: April 16, 1998

and address of receiving party(ies):
Name: Beiersdorf AG

Street Address: Unnastrasse 48 D-20245

City: Hamburg, Germany State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Country Germany
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
See "Appendix A"

B. Trademark Registration No.(s)
See "Appendix A"

Additional numbers attached? Yes No

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

Name: Kenneth B. Germain

Internal Address: FROST & JACOBS LLP

Street Address: 2500 PNC Center
201 East Fifth Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41). \$ 215.00

- Enclosed
- Any deficiency is authorized to be charged to deposit account

8. Deposit Account Number:

06-2226

(Attach duplicate copy of this page if paying by 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.

Kenneth B. Germain
Name of Person Signing

KB Germain
Signature

6/9/98
Date

Total number of pages including cover sheet, attachments and document: 5

06/26/1998 11:04:11
00000027 210791
40.00 OP
175.00 OP

APPENDIX A

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>REGISTRATION DATE</u>
2,110,791	COMIC STRIPS	November 4, 1997
2,110,792	COMIC STRIPS & Design	November 4, 1997
2,117,098	BLISTER-CARE	November 25, 1997
2,143,710	SPIRAL LIFT	March 10, 1998
2,146,747	SOF-GEL	March 24, 1998
2,146,748	AQUA-PROTECT	March 24, 1998

<u>SERIAL NO.</u>	<u>MARK</u>	<u>FILING DATE</u>
75/148,709	COOL-WRAP	August 12, 1996
75/199,338	SPIROLIFT	November 18, 1996

508570.01


NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, BEIERSDORF INC. (Assignor), a Delaware corporation having a business address at 187 Danbury Road, Wilton, Connecticut 06897, as the successor in interest to Futuro Inc. (a Delaware corporation dissolved on December 31, 1997 and that had a place of business at 5405 Dupont Circle, Ste. A, Cincinnati, Ohio 45150), became, as of December 31, 1997, the sole owner of the entire right, title and interest in and to the trademarks and U.S. Trademark Registrations and applications thereof listed in the attached Appendix A; and

WHEREAS, BEIERSDORF AG (Assignee), a corporation of Germany, with its principal place of business at Unnastrasse 48 D-20245, Hamburg, Germany, as the parent company of Beiersdorf Inc. (Assignor herein), acquired, as of the date set forth in the next paragraph of this document, the entire right, title and interest in and to said trademarks and the United States registrations and applications thereof, together with the goodwill of the goods, services and businesses in connection with which said trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby confirms that, on April 16, 1998, said Assignor assigned unto said Assignee, the entire right, title and interest in and to the trademarks shown on Appendix A attached hereto and the United States registrations and applications thereof, and in and to all of the goodwill in connection with said trademarks, the same to be held and enjoyed by said Assignee, for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if no assignment had been made; together with all claims for damages by reasons of past infringement of said trademarks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused this Nunc Pro Tunc Trademark Assignment to be executed this 16th day of April, 1998.

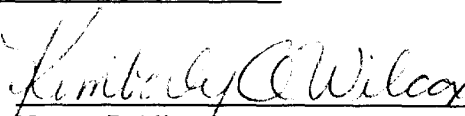
By 
PRESIDENT, Beiersdorf Inc.

STATE OF CONNECTICUT)

COUNTY OF)

) ss: Wilton, Connecticut
)

On this 16 day of April, before me, a Notary Public, for the above county and state personally appeared JAMES H. KENTON and acknowledged that (he/she) signed this document as a free act.


Notary Public

508429.01

KIMBERLY A. WILCOX
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2002
TRADEMARK
REEL: 1749 FRAME: 0902

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Sir:

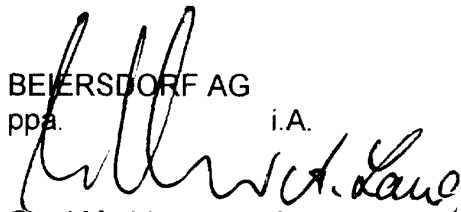
DESIGNATION OF DOMESTIC REPRESENTATIVE

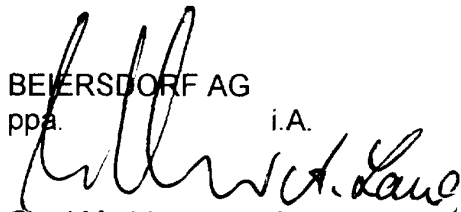
FROST & JACOBS, whose address is 2500 PNC Center, 201 East Fifth Street, Cincinnati, Ohio 45202, is hereby designated as registrant's representative upon whom notices or process in proceedings affecting the marks may be served.

BEIERSDORF AG

ppa.

i.A.


Gerd Mathieu
Corp. Director
Legal Dept.


Annette Lang
Manager
Legal Dept.

HAMBURG, 11 May 1998