

MMD
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08-13-1998



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To the Honorable Commissioner of Patent

checked original documents or copy thereof.

1. Name of conveying party(ies):

Absolute Quality Leadership, Inc.

- Individual(s)
- General Partnership
- Corporation-State of California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of Conveyance:

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

Execution Date: _____

Name and address of receiving party(ies):

Name: Safeskin Corporation

Internal Address: _____

Street Address: 12671 High Bluff Drive

City San Diego State CA ZIP 92130

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Florida
- Other

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

A. Trademark Application No.(s)
75/234,775
75/259,730

B. Trademark registration No.(s)
2,132,498
2,153,570

Additional numbers attached? Yes No

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

Name: Alan A. Limbach

Internal Address: Limbach & Limbach L.L.P.
Street Address: 2001 Ferry Building
City, State, ZIP: San Francisco, California 94111
Telephone: (415) 433-4150
Facsimile: (415) 433-8716

Attorney Docket No. ABSO-0

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):\$ 115.00

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420

(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.

Alan A. Limbach
Name of Person Signing

[Signature]
Signature

Aug. 7, 1998
Date

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

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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TRADEMARK

ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS (this "Assignment"), dated as of July 2, 1998 is from ABSOLUTE QUALITY LEADERSHIP, INC., a California corporation with an address of 726 W. Betteravia, Santa Maria, California 93455 ("Assignor"), to SAFESKIN CORPORATION, a Florida corporation with an address of 12671 High Bluff Drive, San Diego, California 92130 ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee have heretofore entered into an agreement dated February 20, 1998 entitled Acquisition Agreement By And Among Safeskin Corporation And Absolute Quality Leadership, Inc. And Its Shareholders (the "Acquisition Agreement"), which is incorporated herein by this reference for all purposes, providing for the sale to Assignee of certain assets of Assignor;

WHEREAS, In accordance with the Acquisition Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related trademark applications and registrations identified on Appendix "A" attached hereto (collectively, the "Trademarks") which pertain to the ongoing and existing business which is the subject of the Acquisition Agreement, together with all goodwill of the business associated with and symbolized by the Trademarks;

WHEREAS, under the Acquisition Agreement, the Assignee is a successor to that portion of the business, which is ongoing and existing, of Assignor to which the Trademarks pertain;

WHEREAS, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith and symbolized thereby from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$1.00 and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks, and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, as of this day and year first above written.

ASSIGNOR:

Absolute Quality Leadership, Inc.

Dated: July 2, 1998

By [Signature]
Its _____

State of California

County of San Diego

On July 2, 1998 before me, Michelle Daniels, personally appeared Robert Hatch, 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 his/her 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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

SEAL



ASSIGNEE:

SafeSkin Corporation

Dated: 2 July 98

By [Signature]
Its _____

State of California

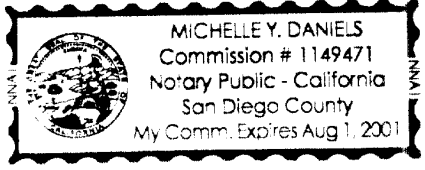
County of San Diego

On July 2, 1998 before me, Michelle Daniels,
personally appeared Terrance Becker, 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 his/her
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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

SEAL



APPENDIX "A"

ABSOLUTE QUALITY LEADERSHIP, INC. TRADEMARKS BEING ASSIGNED

A. United States Registered Trademarks			
	MARK	REG. NO.	ISSUE DATE
1.	CERTICLEAN	2,132,498	1/27/1998
2.	VERISAFE	2,153,570	4/28/98

B. United States Trademark Applications			
	MARK	SERIAL NO.	FILING DATE
3.	VERISAFE	75/234,775	1/31/1997
4.	MICROGRIP	75/259,730	3/18/1997

C. Foreign Trademark Registrations & Applications				
	MARK	COUNTRY	SER. NO. (S) REG. NO. (R)	FILING DATE ISSUE DATE
5.	CERTICLEAN	Japan	9-157786 (S)	9/11/97
6.	CERTICLEAN	Taiwan	(86)47041 (S)	9/10/97
7.	CERTICLEAN	Malaysia	97/13555 (S)	9/22/97
8.	CERTICLEAN	European Community	613885 (S)	8/1/97
9.	MICROGRIP	Japan	9-157787 (S)	9/11/97
10.	MICROGRIP	Malaysia	97/13557 (S)	9/22/97
11.	MICROGRIP	Taiwan	(86)47495 (S)	9/12/97
12.	MICROGRIP	European Community	625228 (S)	9/5/97