

09-23-1998

HEET  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Pat.

100835929

Attached original documents or copy thereof.

1. Name of conveying party(ies):

WorldWide Products Distribution, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State California  
☐ 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: August 24, 1998

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

Name: Obagi Medical Products, Inc.

Internal Address:

Street Address: 310 Golden Shore

City: Long Beach State: CA ZIP: 90802

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State California  
☐ Other

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

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

A. Trademark Application No.(s)



09-03-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Additional numbers attached? ☐ Yes ☒ No

B. Trademark registration No.(s)

Reg. No. 1,903,898

Reg. No. 1,947,888

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

Name: Scott J. Major

Internal Address: Cleary, Komen & Lewis, LLP

Street Address: 600 Pennsylvania Avenue, S.E.  
Suite 200

City: Washington DC State: ZIP: 20003

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: (if fee not attached, charge to deposit account)  
02-4500

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/21/1998 TTOM11 00000134 1903898

01 50:481 40.00 DP  
02 00:000 25.00 DP

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.

Scott J. Major

Name of Person Signing

Signature

September 2, 1998

Date

Total number of pages comprising cover sheet:

3

# ASSIGNMENT OF TRADEMARKS

## RECITALS

The undersigned, WorldWide Products Distribution, Inc. ("Assignor"), has adopted, used, is using and is the owner of the trademarks set forth in Exhibit A (the "Trademarks"), including the registrations set forth therein and the goodwill associated therewith.

Assignor is a party to that certain Asset Purchase Agreement dated as of October 14, 1997, by and among Assignor, OMP Acquisition Corporation, James Johnson, M.D., the George Michel Family Trust, and the Zein and Samar Obagi Family Trust, pursuant to which Assignor agreed to sell substantially all of its assets to OMP Acquisition Corporation, which agreed to buy said assets (the "Assets"). Subsequent to the execution of the referenced Asset Purchase Agreement, OMP Acquisition Corporation changed its corporate name to Obagi Medical Products, Inc. ("Assignee").

Assignor desires to assign, *nunc pro tunc* the same as if this document had been executed on October 14, 1997, all right, title and interest in, to and under the Trademarks, and Assignee desires to accept said assignment.

## ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns and transfers, *nunc pro tunc* the same as if this document had been executed on October 14, 1997, unto Assignee and Assignee's successors, legal representatives and assigns all right, title and interest in, to and under the Trademarks, and together with the goodwill associated therewith, all common law rights, trade name rights and all claims for past, present and future infringement, including claims for injunction and damages, with the right to sue for and collect and enforce the same for Assignee's own use and behalf and for the use and behalf of its successors, assigns or other legal representatives, and all rights under the international conventions including the right to claim priority.

Assignor represents and warrants that it is the sole owner of the Trademarks and is assigning the Trademarks free and clear of all liens and encumbrances, and that Assignor has, and is here validly exercising, its sole and complete power and authority to assign the Trademarks, and that no consent is required by any other party to make this Assignment valid and binding.

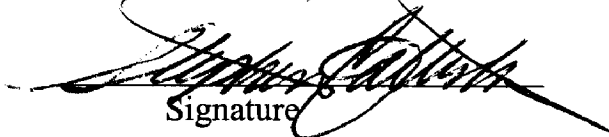
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Assignment against each of the Trademarks and to issue said Trademarks to Assignee, its successors, legal representatives and assigns in accordance with this

Assignment.

Assignor further agrees to, upon request, promptly and duly execute such further instruments and documents as Assignee may deem necessary from time to time, to give full effect to the Assignment given herein.

The undersigned confirms that he or she is authorized to execute this assignment on behalf of Assignor.

“ASSIGNOR”  
WORLDWIDE PRODUCTS  
DISTRIBUTION, INC.

  
Signature

Stephen R. Callister  
Name (printed)

President  
Title

Dated: August 24, 1998

EXHIBIT A  
OF THE  
ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS  
BY WORLDWIDE PRODUCTS DISTRIBUTION, INC.  
TO OMP ACQUISITIONS CORPORATION

| <u>Mark</u>      | <u>Registration No.</u> |
|------------------|-------------------------|
| PROGRAM I CLEAR  | U.S. Reg. No. 1,903,890 |
| PROGRAM II CLEAR | U.S. Reg. No. 1,947,836 |