

REC- 11-04-1998

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100869148

ached original documents or copy thereof.

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

Comerica Bank

10-26-98

- Individual(s)
- General Partnership
- Corporation-State
- Other Secured Party

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

2. Name and address of receiving party(ies)

Name: Chester Labs, Inc.

Internal Address: _____

Street Address: 1900 Section Road, Suite A

City: Cincinnati State: Ohio ZIP 45237

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Bill of Sale

- Merger
- Change of Name

Execution Date: October 16, 1998

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

A. Trademark Application No.(s)

11/03/1998 SBURNS 00000191 1939092

01 FC:481
02 FC:482

40.00 OP
475.00 OP

B. Trademark Registration No.(s)

See attachment

Additional numbers attached? Yes No

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

Name: Donald F. Frei, Esquire

Internal Address: Wood, Herron & Evans, L.L.P.

Street Address: 2700 Carew Tower

441 Vine Street

City: Cincinnati, State: Ohio ZIP: 45202

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

Enclosed

Deficiencies only
 Authorized to be charged to deposit account

8. Deposit account number:

23-3000

(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.

Donald F. Frei, Esquire
Name of Person Signing

Donald F. Frei
Signature

Oct. 19, 1998
Date

Total number of pages including cover sheet, attachments, and document: 6

ATTACHMENT

<u>Mark</u>	<u>Registration</u>
EXCEL	1,939,092
SPA BOUTIQUE	1,796,218
STRESS SOOTHER	1,777,604
LIVELY	1,790,032
PROFESSIONAL ADVANTAGE	1,765,185
SALON SPA	1,744,190
AMOLE	1,595,937
SALON FORMULA	2,016,601
EN'LIVEN	1,338,700
AQUA BATH	1,295,435
ULTRAFOAM	1,293,724
AQUAFOAM	1,253,496
AMOLE'	1,246,759
AQUAFOAM	1,023,759
PEACHY DANDY	885,164
FASHION FRESH	744,958
MISS BRONZE	734,677
AQUAFOAM	623,677
AMOLE	132,836
AMOLE'	61,635

SECURED PARTY'S BILL OF SALE

For and in consideration of the payment of Twenty Five Thousand and 00/100 Dollars (\$25,000) by Chester Labs, Inc. ("Purchaser") to Comerica Bank ("Secured Party"), Secured Party sells and transfers to Purchaser all of the rights and interests of Amole Incorporated ("Amole") in and to the general intangibles listed on Exhibit A (the "Purchased Assets").

This sale and transfer of the Purchased Assets is made under Section 9-504 of the Uniform Commercial Code, Ohio Revised Code Section 1309.47 and Michigan Compiled Laws Section 440.9504, as applicable.

Purchaser acknowledges transfer of the Purchased Assets.

Secured Party makes the following representations to Purchaser:

1. Secured Party has not previously conveyed, sold or transferred the Purchased Assets, and Secured Party knows of no such previous sale, conveyance or transfer of the Purchased Assets by Amole. This Bill of Sale is the legal, valid and binding obligation of Secured Party, enforceable against Secured Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally or by equitable principles.

2. The execution, delivery and performance of this Bill of Sale does not result in a breach of or default under any of the terms, conditions or provisions of any documents regulating the conduct of Secured Party's business, or any order, writ, injunction, decree, contract, agreement or instrument to which Secured Party is a party.

3. There is no suit, action, administrative or arbitration or other proceeding pending which affect the Purchased Assets, or the ability of Secured Party to consummate the transactions contemplated by this Bill of Sale, by any person, corporation, partnership, firm, association, business entity, organization or other enterprise, or by an administrative agency or other governmental body. There is no outstanding order, writ, injunction or decree of any kind of any court, administrative agency, other governmental body or arbitration tribunal affecting the ability of Secured Party to consummate the transactions contemplated by this Bill of Sale.

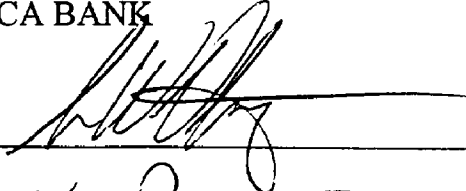
Each of the foregoing representations is made solely for the benefit of the Purchaser and may not be relied upon by any other party. In addition, each of Secured Party's representations is made according to the best of Secured Party's actual knowledge, information and belief. In the event that Secured Party breaches any of the foregoing representations, Purchaser's recovery against Secured Party shall be limited to a maximum amount of \$25,000.

Purchaser has conducted due diligence with respect to the Purchased Assets and Amole's rights and interests in and to the Purchased Assets. With the exception of the foregoing representations, Secured Party's sale of the Purchased Assets is made AS IS, WHERE IS, WITHOUT ANY WARRANTY EXPRESS OR IMPLIED. SECURED PARTY EXPRESSLY

DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SECURED PARTY:

COMERICA BANK

By: 

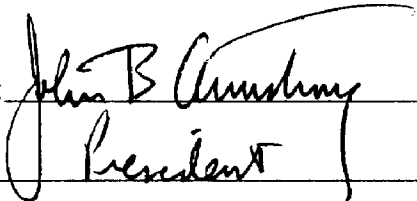
Its: VICE PRESIDENT

Dated: SEPTEMBER 29, 1998

Accepted on the terms set forth:

PURCHASER:

CHESTER LABS, INC.

By: 

Its: President

Dated: 10-16-, 1998

C:\WPDOCS\REM\AMOLE\BILL-SLE.2

EXHIBIT A

1. Trade name AMOLE and goodwill associated therewith throughout the world to the extent of the interest, if any, of Amole Incorporated in same.
2. The following marks, U.S. registrations and goodwill associated therewith throughout the world to the extent of the interest, if any, of Amole Incorporated if any, in same:

<u>Mark</u>	<u>Registration</u>
EXCEL	1,939,092
SPA BOUTIQUE	1,796,218
STRESS SOOTHER	1,777,604
LIVELY	1,790,032
PROFESSIONAL ADVANTAGE	1,765,185
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AMOLE	1,595,937
SALON FORMULA	2,016,601
EN'LIVEN	1,338,700
AQUA BATH	1,295,435.
ULTRAFOAM	1,293,724
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PEACHY DANDY	885,164
FASHION FRESH	744,958

MISS BRONZE	734,677
AQUAFOAM	623,677
AMOLE	132,836
AMOLE'	61,635

3. All product formulations owned by Amole Incorporated.
4. Amole Incorporated's customer list, including the name and address of each customer.