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2-17-99*

DONALD W. ERICKSON
Patent Attorney
P.O. Box 482 • 1973 Road W35
Norwood, Colorado 81423
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(970) 327-4803

03-04-1999



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02-17-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #54

February 11, 1999

Asst. Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

TRADEMARK ASSIGNMENT RECORDATION

Sir:

Please record the attached original assignment.

- 1. Conveying Party: Pfizer.Inc. a Delaware corporation
- 2. Receiving Party: Shirlo,Inc. a Tennessee corporation
4242 B. F. Goodrich Blvd.
Memphis, TN 38118
- 3. Nature of Conveyance: assignment executed: 02/09/99
- 4. Trademark Registration Numbers:

788,957	1,508,876	1,980,034
2,086,414	2,143,515	
- 5. Correspondence:
Donald W. Erickson PO Box 482 Norwood, CO 81423
- 6. Total number of registrations involved: 5
- 7. Total fee enclosed: \$140.00

To the best of my knowledge and belief, the foregoing information is true and correct and the attached document is the original assignment.

Total number of pages including this page is 5.

Respectfully,

Donald W. Erickson

Donald W. Erickson
Tel/Fax 970-327-480

03/1999 JMWTKINS 00000193 1508879

40.00
100.00

file dc

FC:481
FC:482

TRADEMARK ASSIGNMENT

WHEREAS, Pfizer Inc., a Delaware corporation, having its principal offices at 235 East 42nd Street, New York, New York 10017, (the "ASSIGNOR") is the owner of all right, title and interest in and to the trademark mark registrations and common law rights pertaining thereto, listed on the attached Schedule A (collectively, the "Trademarks"), and the goodwill of the business symbolized by the Trademarks and attaching thereto; and

WHEREAS, ASSIGNOR has agreed to assign all right, title and interest in and to the Trademarks to Shirlo Incorporated, a Tennessee corporation, having an office at 4242 B. F. Goodrich Blvd., P.O. Box 18993, Memphis, Tennessee 38113, (the "ASSIGNEE"), as successor to ASSIGNOR's entire business or that portion of the business symbolized by the Trademarks and pertaining thereto;

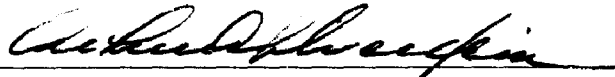
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title and interest in and to the Trademarks, together with the goodwill of the business, or portion thereof to which the Trademarks pertain, symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Trademarks, or any license, agreement, contract or other matter relating thereto.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademarks, together with all good will of the business associated with and symbolized by the Trademarks, to issue the renewal of any existing registration of any of the Trademarks to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

This Assignment is effective as of December 17, 1998. ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take any additional actions, necessary to effectuate, validate and record this Assignment with the United States Patent and Trademark Office with regard to the Trademarks set forth in Schedule A, as soon as is practicable after the date of the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 9th day of February, 1999.

PFIZER INC.

By: 

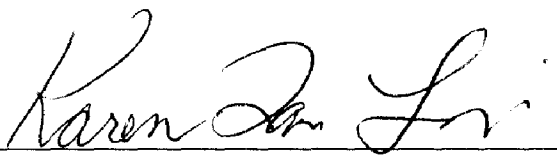
Name: Arthur A. Silverstein

Title: Senior Corporate Trademark Counsel

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:
UNITED STATES OF AMERICA)

On this 9th day of February 1999, before me appeared Arthur A. Silverstein, personally known and known to be the person who executed the foregoing, who is Senior Corporate Trademark Counsel of Pfizer Inc. and that he is authorized to execute said instrument on behalf of the said corporation, and that said instrument was signed on behalf of said corporation by authority of their Board of Directors, and unto me and that he signed his name and the name of said Corporation thereto by like order.



Karen Tan-Lin
Notary Public

KAREN TAN-LIN
Notary Public, State of New York
No. 01TA6004105
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 16, 2000

SCHEDULE A

MARK

U.S. REGISTRATION NO.

MYCODEX

788957

MYCODEX ALL-IN-ONE

2143515

MYCODEX ENVIRONMENTAL CONTROL

1980034

MYCODEX

1508876

SYKILLSTOP

2086414