

03-17-1999



100984887

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies): GALDERMA LABORATORIES, INC.  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State **DELAWARE**  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

3-11-99

2. Name and address of receiving party(ies):  
Name: HEALTHPOINT, LTD.  
Internal Address: 318 McCULLOUGH AVENUE  
Street Address: SAN ANTONIO, TEXAS 78215  
Country: USA

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

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership TEXAS  
 Corporation \_\_\_\_\_  
 Other \_\_\_\_\_

Execution Date: February 1, 1998

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)

B. Trademark registration No.(s) 708,841  
1,229,138

Additional numbers attached?  Yes  No

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

Name: JEANNE L. WEID  
GALDERMA LABORATORIES, INC.  
Internal Address: TRADEMARK SERVICES  
Street Address: 3000 ALTA MESA BOULEVARD, SUITE 300  
City: FORT WORTH State: TX ZIP: 76133

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:  
N/A  
(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.

65E

JEANNE L. WEID  
Name of Person Signing

Jeanne L. Weid  
Signature

1/29/99  
Date

Total number of pages comprising cover sheet 3

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective the 1st day of February, 1998, is made and entered into by and between **GALDERMA LABORATORIES, INC.**, with its principal office at 3000 Alta Mesa Boulevard, Suite 300, Fort Worth, Texas 76133 ("Assignor"), and **HEALTHPOINT, LTD.**, with its principal office at 318 McCullough Avenue, San Antonio, Texas 78215 ("Assignee").

WHEREAS, Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the trademarks listed on "Attachment A" attached hereto (the "Marks"), together with the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and the registration therefor in the United States of America, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States of America, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 26<sup>th</sup> day of January, 1999.

GALDERMA LABORATORIES, INC.

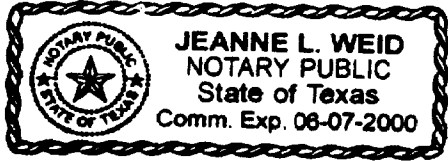
By: [Signature]  
Name: Kurt R. Grimm  
Title: Vice President

State of Texas }  
                          } ss:  
County of Tarrant }

Kurt R. Grimm, being duly sworn, has stated to me that he is a Vice President of Galderma Laboratories, Inc., that he is authorized to execute the foregoing assignment on behalf of said corporation, and that he executed the assignment as the free act and deed of said corporation this 26<sup>th</sup> day of January, 1999.

(Seal) [Signature]  
Notary Public

My Commission Expires: June 7, 2000



**Attachment "A"**  
**TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>U.S. Registration No.</b>	<b>Date of Registration</b>	<b>Int'l Class</b>	<b>Renewed Through</b>
NUTRADERM	708,841	Dec 20, 1960	05	Dec 20, 2000
NUTRADERM	1,229,138	Mar 8, 1983	03	Mar 8, 2003