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MRA 4/17/99

TO: **ATTN: Box ASSIGNMENTS/FEE**  
**Assistant Commissioner of Trademarks**  
**2900 Crystal Drive**  
**Arlington, VA 22202-3513**



04-07-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

Please record the attached original document(s) or copy(ies) thereof.

**1. NAME OF CONVEYING PARTY(IES):**

Innova Products, Inc., a Florida corporation

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED?  YES  NO

04-22-1999



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**2. NAME AND ADDRESS OF RECEIVING PARTY(IES):**

Arminius Select Services Corporation  
a Nevada corporation  
4413 McGuire Street  
North Las Vegas, Nevada 89031

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) AND ADDRESS(ES) ATTACHED?  YES  NO

**3. NATURE OF CONVEYENCE:**

Assignment executed February 18, 1999.

**4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):**

A. Trademark Application No.(s): \_\_\_

Additional numbers attached?  
 Yes  No

B. Trademark Registration No.(s): 1,826,058  
issued March 15, 1994 for DRY GRIP

Additional numbers attached?  
 Yes  No

**5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:**

NAME: William B. Nash  
INTERNAL ADDRESS: Miller, Sisson, Chapman & Nash, PC  
STREET ADDRESS: 300 Convent Street, Suite 1650  
CITY: San Antonio  
STATE: Texas ZIP CODE: 78205

**6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED:** One (1) (\$40.00 first/\$25.00 add'l)

**7. TOTAL FEE (37 CFR 3.41):** \$40.00  
 Enclosed  
 Authorized to Charge Account No. 07-2400.

**8. DEPOSIT ACCOUNT NUMBER 07-2400.** (Attach duplicate copy of this form 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.

William B. Nash  
WILLIAM B. NASH

April 6, 1999  
DATE

04/20/1999 JSHABAZZ 00000085 1826058  
01 FC:481 40.00 OP

EXHIBIT "A"

TRADEMARK ASSIGNMENT

WHEREAS, Innova Products, Inc. ("ASSIGNOR"), a Florida corporation formerly known as Innova International, Inc., having its principal offices at 625 Forest Edge Drive, Vernon Hills, Illinois 60061, has adopted, used, is using, and is the owner of the trademark Serial No. 74/406,249 filed June 23, 1993, Reg. No. 1,826,058 issued March 15, 1994 for DRY GRIP for "antiperspirant lotion for hands and feet", in the United States Patent and Trademark Office (the "Innova Mark").

WHEREAS, Arminius Select Services Corporation, a Nevada corporation ("ASSIGNEE"), having its principal offices at 4413 McGuire Street, North Las Vegas, Nevada 89031, is desirous of obtaining the entire right, title and interest in, to and under the same trademark and the said application; and

WHEREAS, ASSIGNOR owns a European Community Trademark Registration for the mark DRY GRIP, Registration No. 000281253 (the "Community Mark") and has adopted and used and is using the Community Mark in the European Community and the parties have agreed that the Community Mark and all renewals and reissues thereof are not part of this Trademark Assignment.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, including but not limited to the parties entering into the Settlement Agreement and the Trademark License Agreement, the receipt of which is hereby acknowledged, the said ASSIGNOR does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns the entire right, title and interest in, to and under the Innova Mark, and the said United States application(s) and all trademarks of the United States which may be granted thereon, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed for the Innova Mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the Innova Mark and said applications to register said; and any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor; provided, however, ASSIGNOR is not selling, assigning, transferring or setting over any right, title or interest it has in the Community Mark or renewals and reissues, thereof and ASSIGNEE shall have no right under this Trademark Assignment to file any application to register the Innova Mark in any country in the European Community or to obtain a European Community Trademark Registration for the Innova Mark or to assert a claim of priority of rights derived from the Innova Mark under the Trademark Laws of the United States,

any international agreement governing or covering trademark rights in the European Community or the domestic laws of any country in the European Community.

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; provided, however, this authorization and request does not include or extend to any Official of a country in the European Community or any Official of the Office for the Harmonization of the Internal Market of the European Community.

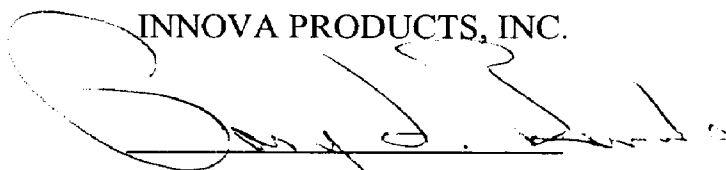
AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest; herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate, upon reasonable, written request to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said mark, and at ASSIGNEE'S expense, testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything reasonably possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for the Innova Mark in all countries, except for the European Community.

AND ASSIGNEE HEREBY covenants and agrees to exercise reasonable efforts to police and enforce the Innova Mark.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seal this 18<sup>th</sup> day of February, 1999.

INNOVA PRODUCTS, INC.

A handwritten signature in black ink, appearing to read "Gary J. Burns", is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Gary J. Burns

Title: President and CEO

STATE OF ILLINOIS            )  
  )ss:  
COUNTY OF LAKE            )

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Burns, in his capacity as President and CEO of Innova Products, Inc., known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 18<sup>th</sup> day of February, 1999.

(Notary Seal)



Susan M. Kellogg  
Notary Public, State of Illinois

SUSAN M. KELLOGG  
Printed Name of Notary  
Commission Expires 6/28/2000