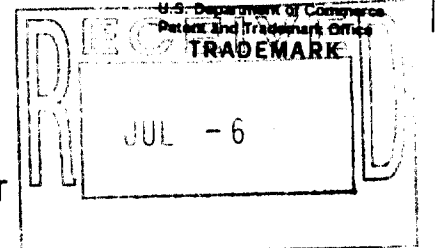


07-08-1999



101084970
RECORDATION SHEET
TRADEMARKS ONLY



MWD
7.6.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
01 09 96

Conveying Party

Mark if additional names of conveying parties attached

Name Maui Skin Research, Inc.

Execution Date
Month Day Year
12 20 98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name George Martin, M.D.

DBA/AKA/TA _____

Composed of _____

Address (line 1) c/o George Martin, M.D., Inc.

Address (line 2) 375 Huku Lii Place, Suite 201

Address (line 3) Kihei

Hawaii

96753

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

07/07/1999 MTHAI1 00000334 1999347

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001924 FRAME: 0261

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1992347"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1946339"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kathleen M. Howard, Esq.

6/30/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Dudley Callahan

12 20 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Deborah Martin

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2) 955 Hana Highway

Address (line 3) Haiku

City

HI

State/Country

96808

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

SETTLEMENT AGREEMENT

This Settlement Agreement is hereby entered into by and between GEORGE MARTIN and DEBORAH MARTIN (collectively "Martin") on the one hand, and DUDLEY CALLAHAN ("Callahan") and MAUI SKIN RESEARCH, INC. ("MSRI") on the other hand.

A. WHEREAS, a dispute has arisen between the parties concerning the ownership of a trade secret sunscreen formula (the "formula") and the trade names "Xtreme" and "Mega Waterproof," as well as other issues;

B. WHEREAS, Martin has filed a lawsuit against Callahan and MSRI in the Second Circuit Court of the State of Hawaii concerning such dispute, which lawsuit is entitled Martin, et al. v. Callahan, et al., Civil No. 97-0269(2) (the "Action") and

C. WHEREAS, the parties desire to fully and finally settle all issues in dispute between them on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and promises recited herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Callahan and MSRI hereby convey, transfer and assign to Martin any and all right, title and interest they may have in the trade secret sunscreen formula developed by George Martin and Robert Saute, and the trade names "Xtreme" and "Mega Waterproof." Callahan and MSRI hereafter waive any right to use, market, convey or sell said trade secret formula or trade names, and shall not in any way interfere with or challenge Martin's right to use, market or convey same. Callahan and MSRI agree to cooperate and execute any additional documents, deemed by Martin necessary to accomplish and/or record and/or perfect said conveyance, transfer and assignment.

2. Except as otherwise provided herein, the parties release each other and, as applicable, their general partners, officers, directors, shareholders, agents, representatives, insurers, realtors, contractors, subcontractors, heirs, relatives, executors, administrators, personal representatives and trustees from any and all claims, demands, obligations, losses, damages, actions or causes of action, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities of any nature whatsoever, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether now known or whether anticipated or not, which the parties asserted or could have asserted against the other party regarding the trade secret sunscreen formula, the

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262131\40159.1\MVP

trade names "Xtreme" and "Mega Waterproof," the management and operation of MSRI and/or any other debts or liabilities by or between the parties.

3. Within 10 days after execution of this Settlement Agreement Martin will execute a Notice of Dismissal with Prejudice of their claims against Callahan and MSRI, and the parties mutually agree that they shall pay their own expenses, including costs and legal fees incurred in the negotiation, preparation and execution of this Agreement. This Agreement is contingent upon, and shall not be effective unless and until such Notice of Dismissal is filed.

4. This Agreement may be executed in counterparts each of which so executed, irrespective of the date of execution and delivery, shall be deemed an original, and said counterparts together shall constitute one and the same instrument. Any party may execute this Agreement and transmit the signature page by facsimile, which shall be deemed valid and binding for all purposes. The facsimile signature shall be binding regardless of whether an original signature is actually delivered.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20 day of December 1998.



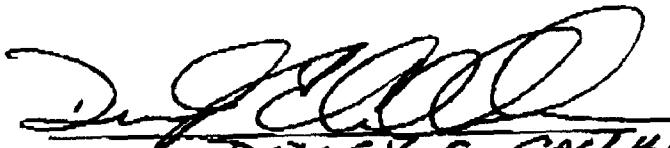
GEORGE MARTIN

DEBORAH MARTIN



DUDLEY CALLAHAN

MAUI SKIN RESEARCH, INC.

By: 

DUDLEY E. CALLAHAN
Its: President

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IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 1998.

GEORGE MARTIN

Deborah Martin

DEBORAH MARTIN

DUDLEY CALLAHAN

MAUI SKIN RESEARCH, INC.

By: _____

Its: _____