

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Entourage International, Inc.**

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State of Texas  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: **Biogime International, Inc.**

Internal Address: **25602 I-45 North, Spring, Texas 77386**

Street Address: **25602 I-45 North**

City: **Spring** State: **Texas** ZIP: **77386**

3. Nature of conveyance

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other **Master Transaction Agreement**

Execution Date: **September 13, 1995**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **of Delaware**  
 Other \_\_\_\_\_

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) & address(es) attached?  Yes  No

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

A. Trademark Application No (s)

B. Trademark Registration No(s)

**1,612,617**

Additional numbers attached?  Yes  No

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

Name:  
**Margaret A. Boulware**

Street Address:  
**Jenkins and Gilchrist, a Professional Corporation  
 1100 Louisiana Street, Suite 1800  
 Houston, Texas 77002-5214**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$ 40.00**

Enclosed  
 Authorized to be charged to deposit account

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: **10-0447 (41238-00013UST1)**  
 (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.

**Margaret A. Boulware**                      *Margaret A. Boulware*                      **Feb. 7, 2000**  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: **4**

Date of Deposit: **February 7, 2000**

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Patent and Trademark Office Assignment Branch by facsimile transmission on the date indicated above via telephone number (703) 306-5995.

*Kim Kennedy*  
 Kim Kennedy

## MASTER TRANSACTION AGREEMENT

This Master Transaction Agreement (this "Agreement" or "Master Transaction Agreement"), dated as of September 13, 1995, is by and among ENTOURAGE INTERNATIONAL, INC., a Texas corporation ("Entourage"), BIOGIME INTERNATIONAL, INC., a Delaware corporation ("Biogime"), and certain shareholders of Entourage, each of whom is identified in Section 1 hereto (each, a "Participating Shareholder", and collectively, the "Participating Shareholders") (Entourage, Biogime and the Participating Shareholders are individually referred to herein as a "Party" and collectively referred to herein as "Parties").

### RECITALS

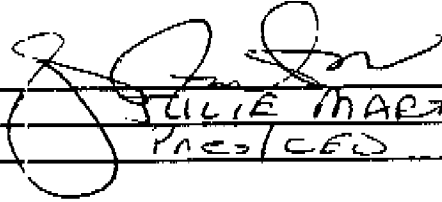
- A. Biogime is a wholly-owned subsidiary of Entourage;
- B. Entourage is engaged in the Products Business (as hereinafter defined);
- C. At the Closing (as hereinafter defined), (i) Biogime desires to accept and assume from Entourage and Entourage desires to transfer or cause to be transferred to Biogime all assets (including, without limitation, records and contracts) and certain liabilities and obligations of Entourage relating to the Biogime Business (expressly excluding those related solely to the Retained Business)

or any Related Agreement shall be considered to be a part of this Agreement or such Related Agreement for all purposes.

- 8.11. *Further Assurances.* At the Closing and from time to time after the Closing, each of the Parties will execute and deliver, or cause to be executed and delivered, such other instruments and will take such other actions as the other Parties may reasonably request in order to more effectively carry out the provisions of this Agreement.
- 8.12. *Governing Law.* THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, AND ALL MATTERS RELATING HERETO, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF TEXAS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW.
- 8.13. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

ENTOURAGE INTERNATIONAL, INC.

By:   
 Name: Julie Martin  
 Title: President

BIOGIME INTERNATIONAL, INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

EXCHANGING SHAREHOLDERS

\_\_\_\_\_  
John Riemann

or any Related Agreement shall be considered to be a part of this Agreement or such Related Agreement for all purposes.

- 8.11. *Further Assurances.* At the Closing and from time to time after the Closing, each of the Parties will execute and deliver, or cause to be executed and delivered, such other instruments and will take such other actions as the other Parties may reasonably request in order to more effectively carry out the provisions of this Agreement.
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

ENTOURAGE INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BIOGIME INTERNATIONAL, INC.

By: James L. Davis  
Name: James L. Davis  
Title: President

EXCHANGING SHAREHOLDERS

\_\_\_\_\_  
John Riemann