

04-19-2001



101679245

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4-4-01

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**
Effective Date
Month Day Year

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Medtech Laboratories, Inc. Execution Date
Month Day Year
03 01 2001

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Wyoming

Receiving

Mark if additional names of receiving parties

Name Medtech IP L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 1108

Address (line 2) _____

Address (line 3) Jackson WY 83001
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

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.)

04/19/2001 TDIAZ1 00000038 181945 74295027

01 FC:481 40.00 CH

02 FC:482 125.00 CH

FOR OFFICE USE ONLY

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: 002274 FRAME: 0445

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" value="74/295,027"/>	<input type="text" value="75/302,686"/>	<input type="text" value="75/308,467"/>	<input type="text" value="3,138"/>	<input type="text" value="139,505"/>	<input type="text" value="336,365"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

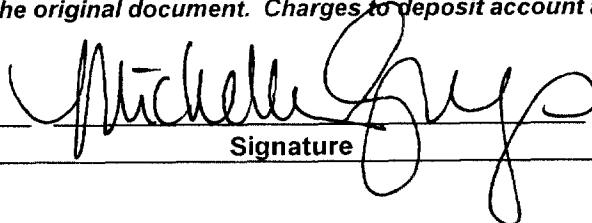
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Michelle Georges
Name of Person Signing



Signature

4/2/01
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

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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.)

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of March 1, 2001, and is made from Medtech Laboratories, Inc., a Wyoming Corporation, and Medtech Consumer Products I, L.L.C., a Wyoming limited liability company (collectively, "Assignors") on the one hand, to Medtech IP L.L.C., a Delaware limited liability company ("Assignee") on the other hand.

WITNESSETH

WHEREAS, Assignors have adopted and used in commerce the Marks as set forth in Schedule A attached hereto; and

WHEREAS, pursuant to the Limited Liability Company Agreement dated as of March 1, 2001, Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors assign to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Marks Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

Assignors shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of them by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment.

Assignors hereby covenants that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreements inconsistent herewith.

This Marks Assignment may be signed in multiple counterparts, each of which together shall constitute one instrument.


IN WITNESS WHEREOF, the parties have executed, made and entered into this
Marks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.

By: 
Title: CEO

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: 
Title: CEO / MGR

ASSIGNEE:

MEDTECH IP L.L.C.

By: _____
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this
Marks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.

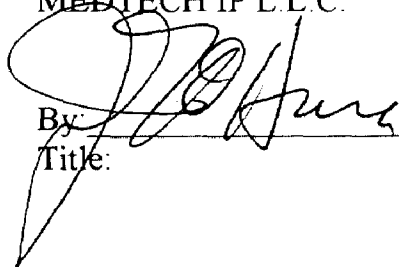
By: _____
Title:

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: _____
Title:

ASSIGNEE:

MEDTECH IP L.L.C.

By:  _____
Title:

SCHEDULE A

“Marks” means and includes all trademarks, service marks, trade names, and brand and source identifiers of any type or nature, however embodied or recorded, which have been used in commerce, or have been developed to be used, in association with the Transferred Assets as such term is defined in the Limited Liability Company Agreement dated March 1, 2001, including without limitation the following:

Medtech Laboratories, Inc.
U.S. Trademark Registrations

Mark	Serial No.	Filed	Reg. No.	Reg. Date
CLOVERINE	3,138	26-Apr-1905	47,467	7-Nov-1905
COMPOZ	139,505	9-Mar-1962	740,850	20-Nov-1962
NEW-SKIN	74/295,027	17-Jul-1992	1,757,962	16-Mar-1993
NEW-SKIN & Design	336,365	9-Nov-1981	1,259,764	6-Dec-1983
STAYS ON WHERE BANDAGES FALL OFF	75/302,686	3-Jun-1997	2,236,154	30-Mar-1999
VACUUM GRIP	75/308,467	13-Jun-1997	2,263,559	20-Jul-1999

Medtech Laboratories, Inc.
Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
COMPOZ	Canada	277,213	8-Aug-1963	160,985	7-Feb-1969
COMPOZ	Puerto Rico			19,566.	4-Jun-1975
NEW-SKIN	Canada	720,686	15-Jan-1993	431,096	29-Jul-1994
NEW-SKIN	Greece	138,085	31-Aug-1998		Pending
NEW-SKIN	Japan	12,201/1998	18-Feb-1999	4,305,747	13-Aug-1999
NEW-SKIN	Mexico	155,128	24-Nov-1992	461,271	23-May-1994
NEW-SKIN	Venezuela	12606	10-Dec-1982	106,862-F	20-Feb-1984

Medtech Consumer Products I, LLC
U.S. And Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
PERCOGESIC	Canada	363,072	6-Apr-1973	197,499	15-Feb-1974
PERCOGESIC	United States	160,701	15-Jan-1963	755,836	3-Sep-1963
PERGOGESIC	Costa Rica			57383	5-May-1980
PERCOGESIC	Panama		11-Sept-1973	044854	6-May-1988
PERCOGESIC	Dominican Republic			33,449	18-Feb-1982
PERCOGESIC	Jamaica			16,381	25-Sept-1974
EZO	Canada			154,380	