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PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

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TODD A. DENYS
TIMOTHY X. GIBSON
DAVID P. KRIVOSHIK

May 1, 2001

05-14-2001



101715353

PATENT AGENT
BRIAN L. BUCKWALTER, Ph.D.

H. HUME MATHEWS (1911-1989)

5-7-01

Via First Class Mail

Commissioner For Trademarks
Assignment Branch
Crystal Gateway #4
Room 300
Washington, DC 20231

Attention: Trademark Assignment Branch

RE: Recordal of Assignment Between Xceed, Inc.
and Water-Jel Technologies, LLC
Our File No.: 1448-147

=====

Dear Sir or Madam:

Enclosed please find a true copy of the Assignment of trademarks from Xceed, Inc. to Water-Jel Technologies. Please record and index this document against U.S. Trademark Registration Number 1,429,819, ensuring that the registration now shows ownership by Water-Jel Technologies, LLC. If you have any questions, please telephone the undersigned directly.

1. The Name of the Party conveying an interest:

Xceed, Inc.
488 Madison Avenue
New York, New York 10022

05/11/2001 DBYRNE 00000181 1429819

01 FC:481

40.00 OP

40E

Entity:

- Individual Association
- General Partnership Limited Partnership
- Corporation – a corporation of the State of Delaware
- Other _____

2. Name and Address of Party Receiving an Interest:

Water-Jel Technologies, LLC
243 Veterans Boulevard
Carlstadt, New Jersey 07072

Entity:

- Individual Association
 General Partnership Limited Partnership
 Corporation – a corporation of the State of _____
 Other: a New Jersey Limited Liability Company

If not domiciled in the United States, a domestic representative designation is attached:

- Yes **Not applicable**
 No

3. Interest Conveyed:

- Assignment Change of Name
 Security Agreement Merger

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

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.(s)

B. TRADEMARK REGISTRATION NO.(s)

1,429,819

5. Name and Address of party of whom correspondence concerning document should be mailed.

Brooks R. Bruneau, Esq.
MATHEWS, COLLINS, SHEPHERD & GOULD, PA
100 Thanet Circle, Suite 306
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of applications and registrations involved:

One(1)

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated. Please ensure that this registration now stands in the name of Water-Jel Technologies, LLC.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: January 12, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

5/1/01
Date

Brooks R. Bruneau
Signature

Brooks R. Bruneau
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & GOULD

By: Brooks R. Bruneau
Brooks R. Bruneau

BRB:fem

- Encls. 1. A copy of Assignment Document
 2. Check in the amount of \$40.00
 3. This Official Letter of Transmittal
 4. Acknowledgement Postcard

cc: Water-Jel Technologies, LLC

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (the "Assignment") is made and entered into as of this 12th day of January, 2000, to be effective as of December 31, 1999, by and between Water-Jel Technologies, LLC, a New Jersey limited liability company ("Assignee"), and Xceed, Inc., a Delaware corporation ("Assignor"),

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement, dated as of December 31, 1999 (the "Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, the Assets;

WHEREAS, Assignor is the owner of certain patents, trademarks and tradenames set forth on Schedule A attached hereto (which is identical to Schedule 3.10 to the Purchase Agreement (collectively, the "Patents and Trademarks"); and

WHEREAS, in order to evidence Assignee's acquisition of Assignor's right, title and interest in and to the Patents and Trademarks, Assignor desires to execute this Assignment in favor of Assignee;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and sets over unto Assignee, its successors and assigns:

(a) Assignor's entire right, title and interest in and to the Patents and Trademarks in the United States and in all foreign countries, whether or not such Patents and Trademarks have been registered prior to or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill of the business symbolized by such Patents and Trademarks; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Patent or Trademark prior to or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action and to recover damages in Assignee's own name and on Assignee's behalf.

2. Assignor warrants that, upon request by Assignee, Assignor shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment, as well

is provide such other material, information or assistance as reasonably may be necessary to carry out the intent of this Assignment.

3. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Patents and Trademarks; (ii) to defend or compromise any or all actions or proceedings in respect of any of the Patents and Trademarks; and (iii) to do all such acts and things in relation to the matter set forth in the preceding clauses (i) and (ii) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Assignee shall indemnify and hold harmless Assignor and its officers, directors, employees, agents and affiliates from any and all claims and liabilities Assumed Liabilities caused by or arising out of any breach of law by Assignee in its exercise of the aforesaid powers from and after the date hereof, and as otherwise provided in the Purchase Agreement.

4. This Assignment may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. The validity, interpretation and effect of this Assignment shall be governed by the laws of the State of New York (excluding the "conflicts of laws" rules thereof), except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Assignment in order for this Assignment to be effective in any respect, then the laws of such other jurisdiction shall govern this Assignment to such extent.

6. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

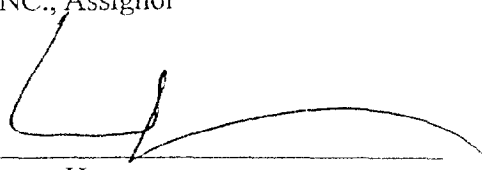
7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the year and date first above written.

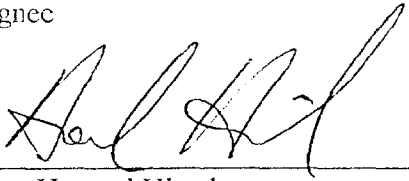
XCEED, INC., Assignor

By: _____


Werner Haase
Chief Executive Officer

WATER-JEL TECHNOLOGIES, LLC,
Assignee

By: _____


Howard Hirsch
Chief Executive Officer

SCHEDULE 3.10

Patents, Trademarks, Tradenames, Etc.

All patents, trademarks and tradenames are set forth in the attached lists.

In addition, the website www.waterjel.com contains a common law copyright of the Seller as reflected on such website as "Copyright © 1998 WATER-JEL".

340334 v6

Water-Jel Patents and Patent Applications

Country	Patent No.	Issue Date	Expires	Title
U.S.	5,009,890	4/23/91	4/23/08	Burn Treatment Product
U.S.	5,384,125	1/24/95	1/24/12	Burn Dressing
U.S.	5,529,784	6/25/96	1/24/12	Burn Dressing
U.S.	5,558,914	9/24/96	4/11/14	Water Based Formulation For The Treatment Of Sunburn
U.S.	5,628,066	5/13/97	6/25/10	Method Of Rescuing A Person From A Fire Emergency
U.S.	5,753,257	5/19/98	1/17/11	Burn Dressing
Israel	96927	4/5/98	1/11/11	Fire Protection Garment
European	0 521 143	4/2/97	1/17/12	Burn Dressing
U.S.	09/040,537 (application)	n/a	n/a	Burn Dressing

Docket No = Our File Number
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 Current App Dt = Current Application Date
 Curr Reg No = Current Registration Number
 Curr Reg D = Current Registration Date
 Renewal = Renewal Date

WATERJEL'S PORTFOLIO

Docket No.	Country	Curr App No	Cur App Dt	Curr Reg No	Curr Reg D	Renewal	Trademark
1448-129	United States	74/419451	07/29/1993	1958221	02/27/1996	02/27/2006	NEW DROPLET DESIGN
1448-130	United States	74/419598	07/29/1993	1958223	02/27/1996	02/27/2006	NEW DROPLET DESIGN
1448-139	United States	75/002742	10/10/1995	2060006	05/06/1997	05/06/2007	PUTTING RELIEF IN YOUR HANDS
48-011	United States	73/526736	03/13/1985	1394610	05/27/1986	05/27/2006	TWO FIGURES WITH FLAME & BLANK
1448-011A	United States	73/289824	12/15/1980	1186537	01/19/1982	01/19/2002	TWO FIGURES WITH FLAME & BLANK
1448-127	United States	74/379450	04/16/1993	1854013	09/13/1994	09/13/2004	UNBURN
1448-002	United States	73/289821	12/15/1980	1177931	11/17/1981	11/17/2001	WATER-JEL
1448-003	United States	73/522971	02/19/1985	1392078	05/06/1986	05/06/2006	WATER-JEL
1448-002A	United States	73/61129	07/24/1986	1429819	02/24/1987	02/24/2007	WATER-JEL & Design
1448-019	United States	74/277482	05/21/1992	1762382	04/06/1993	04/06/2003	WATER-JEL BURN-JEL
1448-026	United States	74/377427	04/08/1993	1811814	12/21/1993	12/21/2003	WATER-JEL HEAT SHIELD
1448-004	United States	73/526737	03/13/1985	1391321	04/29/1986	04/29/2006	WATER-JEL IN TEARDROP DESIGN
1448-004A	United States	73/289820	12/15/1980	1186536	01/19/1982	01/19/2002	WATER-JEL IN TEARDROP DESIGN
1448-140	United States	73/289823	12/15/1980	1185594	01/12/1982	01/12/2002	WATERJEL AND DROPLET DESIGN
448-143	United States	75/292878	05/16/1997	2163957	06/09/1998	06/09/2008	WJ
1448-141	United States	75/170006	09/23/1996	2136815	02/17/1998	02/17/2008	WJ ONE TIME TUBE AND DESIGN
1448-002	Argentina	1808730	07/23/1991	1460853	08/31/1993	08/31/2003	WATER-JEL
1448-002A	Argentina	1808731	07/23/1991	1460854	08/31/1993	08/31/2003	WATER-JEL & Design
1448-017	Australia	B379810	08/17/1982	B379810	08/17/1982	08/17/2003	FIREJEL
1448-016	Australia	B379811	08/17/1982	B379811	08/17/1982	08/17/2003	STUNTJEL
1448-015	Australia	A248542	05/24/1971	A248542	05/24/1971	05/24/2006	TWO FIGURES WITH FLAME
448-011	Australia	A379813	08/17/1982	A379813	08/17/1982	08/17/2003	TWO FIGURES WITH FLAME & BLANK

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1448-002A	Australia	8443691	04/14/1986	8443691	04/14/1986	04/14/2007	WATER-JEL
1448-004	Australia	8379812	08/17/1982	8379812	08/17/1982	08/17/2003	WATER-JEL IN TEARDROP DESIGN
1448-011	Belux	652341	09/02/1982	387891	09/27/1983	09/02/2002	TWO FIGURES WITH FLAME & BLANK
1448-002	Belux	652342	09/02/1982	387892	09/27/1983	09/02/2002	WATER-JEL
1448-004	Belux	652339	09/02/1982	387893	09/27/1983	09/02/2002	WATER-JEL IN TEARDROP DESIGN
1448-011	Brazil	815568517	06/26/1990	815568517	11/24/1992	11/24/2002	TWO FIGURES WITH FLAME & BLANK
1448-009	Brazil	815554737	06/05/1990	815554737	04/20/1992	04/20/2002	WATER-JEL
1448-008	Brazil	815568509	06/26/1990	815568509	03/03/1992	03/03/2002	WATER-JEL & Design
1448-010	Brazil	815568495	06/26/1990	815568495	04/21/1992	04/21/2002	WATER-JEL in Teardrop Design
1448-017	Canada	512937	11/28/1983	355877	12/31/1987	12/31/2002	FIREJEL
1448-011	Canada	495569	11/30/1982	285001	11/18/1998	11/18/2013	TWO FIGURES WITH FLAME & BLANK
1448-002	Canada	673337	01/04/1991	401662	08/21/1992	08/21/2007	WATER-JEL
1448-002A	Canada	457660	08/19/1980	262740	10/02/1981	10/02/2011	WATER-JEL
1448-004	Canada	495568	11/30/1982	283546	09/23/1983	09/23/2013	WATER-JEL IN TEARDROP DESIGN
1448-002A	Denmark	07.863/91	11/04/1991	08.800-1992	09/25/1992	09/25/2002	WATER-JEL & Design
1448-002	Denmark	06.601 1990	08/29/1990	08.315 1991	11/22/1991	11/22/2001	WATER-JEL Device Mark
1448-011	Egypt	67988	09/23/1986	67988	09/23/1986	09/22/2006	TWO FIGURES WITH FLAME & BLANK
1448-002	Egypt	67989	09/23/1986	67989	09/23/1986	09/22/2006	WATER-JEL
1448-004	Egypt	67990	09/23/1986	67990	09/23/1986	09/22/2006	WATER-JEL IN TEARDROP DESIGN
1448-002	Finland	3418/91	07/23/1991	121435	08/20/1992	08/20/2002	WATER-JEL
1448-011	France	638329	08/23/1982	1211683	08/23/1982	08/22/2002	TWO FIGURES WITH FLAME & BLANK

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1448-004A	Indonesia	H4.HC.01.01-754	01/18/1994	332854	01/18/1994	07/18/2003	WATER-JEL IN TEARDROP DESIGN
1448-004B	Indonesia	H4.HC.01.01-755	01/18/1994	332194	01/18/1994	07/18/2003	WATER-JEL IN TEARDROP DESIGN (
1448-012A	Israel	74232	11/03/1989	74232	09/23/1993	11/03/2010	FIRE ROBE
1448-012	Israel	74233	11/03/1989	74233	11/07/1993	11/03/2010	FIRE ROBE WATER-JEL & Design
1448-011	Israel	59842	10/30/1984	59842	07/10/1989	10/30/2005	TWO FIGURES WITH FLAME & BLANK
1448-002	Israel	59838	10/30/1984	59838	07/10/1989	10/30/2005	WATER-JEL
1448-004	Israel	59839	10/30/1984	59839	07/10/1989	10/30/2005	WATER-JEL IN TEARDROP DESIGN
1448-017	Italy	40995-C/82	10/20/1982	403651	02/14/1986	10/20/2002	FIREJEL
1448-016	Italy	40999-C/82	10/20/1982	403655	02/14/1986	10/20/2002	STUNTJEL
1448-011	Italy	40996-C/82	10/20/1982	403652	02/14/1986	10/20/2002	TWO FIGURES WITH FLAME & BLANK
1448-002	Italy	40997-C/82	10/20/1982	403653	02/14/1986	10/20/2002	WATER-JEL
1448-004	Italy	40998-C/82	10/20/1982	403654	02/14/1986	10/20/2002	WATER-JEL IN TEARDROP DESIGN
1448-002	Japan	80317/1982	09/09/1982	1960103	06/10/1997	06/10/2007	WATER-JEL
1448-011	South Korea	97-5101	09/19/1997	158801	09/01/1998	09/01/2008	TWO FIGURES WITH FLAME & BLANK
1448-002	South Korea	97-2023	03/25/1997	152101	01/23/1998	01/23/2008	WATER-JEL & DESIGN
1448-011	Malaysia	MA/4024/86	10/02/1986	4024/86	04/21/1995	10/02/2007	TWO FIGURES WITH FLAME & BLANK
1448-004	Malaysia	MA/4023/86	10/01/1986	86/04023	10/02/1993	10/02/2007	WATER-JEL IN TEARDROP DESIGN
1448-002	Mexico	187006	01/03/1994	455340	03/25/1994	01/03/2004	WATER-JEL
1448-002A	Mexico	187007	01/03/1994	459177	05/03/1994	01/03/2004	WATER-JEL & DES
1448-002	Norway	913742	07/25/1991	156383	05/13/1993	05/13/2003	WATER-JEL
1448-011	Puerto Rico	7768	01/22/1991	7768	09/18/1991	09/18/2001	TWO FIGURES WITH FLAME & BLANK
1448-011A	Puerto Rico	7769	01/22/1991	7769	09/18/1991	09/18/2001	TWO FIGURES WITH FLAME & BLANK
1448-002	Puerto Rico	7773	01/22/1991	7773	09/18/1991	09/18/2001	WATER-JEL

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WATERJEL'S PORTFOLIO

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1448-002	Spain	1652899	07/23/1991	1652899	04/20/1994	07/23/2001	WATER-JEL
1448-004	Spain	1084543	11/06/1984	1084543	03/05/1986	03/05/2006	WATER-JEL IN TEARDROP DESIGN
1448-002	Sweden	91-06405	07/25/1991	266498	02/12/1993	02/12/2003	WATER-JEL
1448-017	Switzerland	5059	09/03/1982	325698	09/03/1982	09/03/2002	FIREJEL
1448-016	Switzerland	5063	09/07/1982	325700	09/07/1982	09/07/2002	STUNTJEL
1448-011	Switzerland	5061	09/03/1982	325828	09/03/1982	09/03/2002	TWO FIGURES WITH FLAME & BLANK
1448-002	Switzerland	5060	09/03/1982	325699	09/03/1982	09/03/2002	WATER-JEL
1448-004	Switzerland	5062	09/03/1982	325829	09/03/1982	09/03/2002	WATER-JEL IN TEARDROP DESIGN
1448-011	Taiwan	71-29818	09/15/1982	212182	05/16/1983	05/16/2003	TWO FIGURES WITH FLAME & BLANK
1448-002	Thailand	218518	08/27/1991	157832	06/17/1992	08/27/2001	WATER-JEL
1448-002A	Thailand	218519	08/27/1991	157833	06/17/1992	08/27/2001	WATER-JEL & Design

TRADEMARK

REEL: 002290 FRAME: 0465

RECORDED: 05/07/2001