

05-17-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

<p>1. Name of conveying party(ies): Dr. George M. Martin Deborah Martin</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Supre, Inc. Internal Address: _____ Street Address: 15770 Dallas Parkway City: Dallas State: TX Zip: 75248</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Texas <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 19, 2000</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,992,347</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: John P. Pinkerton, Esq. Internal Address: _____ Worsham Forsythe Wooldridge, L.L.P. 30th Floor, Energy Plaza Street Address: 1601 Bryan Street 30th Fl., Energy Plaza City: Dallas State: TX Zip: 75201</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 23-3189 <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p>Beverly Garrard Beverly Garrard May 8, 2001 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 8</p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/16/2001 LMBELLER 00000200 233189 1992347

01 FD:481 40.00 CH

TRADEMARK ASSIGNMENT

WHEREAS, Maui Skin Research, Inc., a Hawaii corporation having its principal place of business at 11925 Wilshire Boulevard, Los Angeles, California 90025, has adopted and used the trademark XTREME; and,

WHEREAS, Maui Skin Research, Inc. registered the trademark XTREME on the Principal Register of the U.S. Patent and Trademark Office, Registration No. 1,992,347, on August 13, 1996; and,

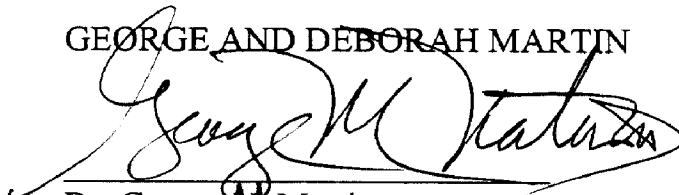
WHEREAS, Maui Skin Research, Inc. conveyed, transferred and assigned all right, title and interest to the mark to Dr. George N. Martin, an individual having principal place of business at 375 Huku Lii Place, Suite 201, Kihei, Hawaii 96753, and Deborah Martin, an individual residing at 222 Aliioliani Place, Makawao, Hawaii 96768, on December 20, 1988, as evidenced by Exhibit A(1) attached hereto; and,

WHEREAS George N. Martin and Deborah Martin have continued use of the trademark XTREME, and they are the sole owners of the XTREME trademark, the goodwill associated therewith and the registration therefor.

WHEREAS, Supre, Inc., a Texas corporation with its principal place of business at 15770 Dallas Parkway, Dallas, Texas 75248, is desirous of acquiring the trademark XTREME, together with the goodwill associated therewith and the registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, George N. Martin and Deborah Martin hereby assign and transfer to Supre, Inc. all right, title and interest in and to the mark XTREME, including the goodwill associated therewith, and Trademark Registration No. 1,992,347.

GEORGE AND DEBORAH MARTIN



Dr. George N. Martin

Deborah Martin

STATE OF HAWAII

§

COUNTY OF MAUI

§

§

On this 19 day of April, 2000, before me personally appeared Dr. George N. Martin, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[SEAL]

Notary Public in and for
The State of Hawaii

Laura Mannoni
My commission expires:

My Commission Expires
January 26, 2001

STATE OF HAWAII

§

COUNTY OF MAUI

§

§

On this _____ day of _____, 2000, before me personally appeared Deborah Martin, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

[SEAL]

Notary Public in and for
The State of Hawaii

My commission expires:

TRADEMARK ASSIGNMENT

WHEREAS, Maui Skin Research, Inc., a Hawaii corporation having its principal place of business at 11925 Wilshire Boulevard, Los Angeles, California 90025, has adopted and used the trademark XTREME; and,

WHEREAS, Maui Skin Research, Inc. registered the trademark XTREME on the Principal Register of the U.S. Patent and Trademark Office, Registration No. 1,992,347, on August 13, 1996; and,

WHEREAS, Maui Skin Research, Inc. conveyed, transferred and assigned all right, title and interest to the mark to Dr. George N. Martin, an individual having has principal place of business at 375 Huku Lii Place, Suite 201, Kihei, Hawaii 96753, and Deborah Martin, an individual residing at 222 Aliioliani Place, Makawao, Hawaii 96768, on December 20, 1988, as evidenced by Exhibit A(1) attached hereto; and,

WHEREAS George N. Martin and Deborah Martin have continued use of the trademark XTREME, and they are the sole owners of the XTREME trademark, the goodwill associated therewith and the registration therefor.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, George N. Martin and Deborah Martin hereby assign and transfer to Supre, Inc. all right, title and interest in and to the mark XTREME, including the goodwill associated therewith, and Trademark Registration No. 1,992,347.

GEORGE AND DEBORAH MARTIN

Dr. George N. Martin

Deborah Martin

Deborah Martin

STATE OF HAWAII

§
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§

COUNTY OF MAUI

On this _____ day of _____, 2000, before me personally appeared Dr. George N. Martin, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[SEAL]

Notary Public in and for
The State of Hawaii

My commission expires:

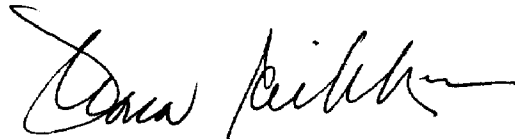
STATE OF HAWAII

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COUNTY OF MAUI

On this 20nd day of June, 2000, before me personally appeared Deborah Martin, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

[SEAL]


Notary Public in and for
The State of Hawaii
MONA RICHARDSON

My commission expires: 5-2-03

L.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.

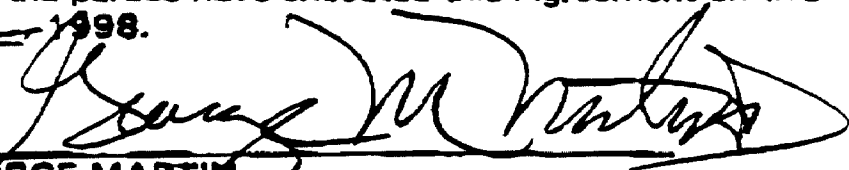
2. Except as otherwise provided herein, the parties release each other and, as applicable, their general partners, officers, directors, shareholders, agents, representatives, insurers, realtors, contractors, subcontractors, heirs, relatives, executors, administrators, personal representatives and trustees 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

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: 

Its: DUDLEY E. CALLAHAN
President

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.

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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: _____