

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made and entered into this 30th day of November, 1999, by and between Darra of California, Inc., a California corporation ("Assignor"), and Intex Supply Company, an Ohio limited liability company ("Assignee").

WITNESSETH

WHEREAS, pursuant to the Asset Purchase Agreement, dated November 24, 1999, by and among Assignor, the sole shareholder of Assignor ("Shareholder"), certain affiliates of the Shareholder, (the "Beneficiary-Affiliates") and Assignee (the "Agreement"), Assignor is selling all of its assets to Assignee, including all of Assignor's right, title and interest in and to the "Intellectual Property Rights" (as defined in the Agreement); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights and the intangible assets and the goodwill associated therewith.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee agree as follows:

1. Capitalized terms not otherwise defined herein have the same meaning given to them in the Agreement.
2. Assignor does hereby grant, convey, sell, assign, transfer, bargain and deliver to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights pursuant to, and in accordance with the terms and conditions of, the Agreement.
3. Assignor further assigns to Assignee, its successor, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of the Intellectual Property Rights, or the improper, unlawful or unfair use or disclosure thereof, and the right to apply for patent, design or similar protection therefor anywhere in the world.
4. Assignor acknowledges and agrees that it has no right to use the Intellectual Property Rights in any way after the date hereof.
5. This Assignment is subject to the terms and provisions of the Agreement, and in the event of any conflict between this Assignment and the Agreement, the terms of the Agreement shall control.
6. This Assignment shall be governed by and construed under Ohio law, without regard to conflicts of laws principles.

{EMD1602 DOC;1}


 08-07-2001
 U.S. Patent & TMO/TM Mail Rpt Dt #7E

TRADEMARK
 REEL: 002346 FRAME: 0287

IN WITNESS WHEREOF, Assignor has executed this instrument by its duly authorized officer this 30th day of November, 1999.

DARRA OF CALIFORNIA, INC.

By: *[Handwritten Signature]*

Title: *President*

("Assignor")

Acknowledged and agreed to this 30th day of November, 1999.

INTEX SUPPLY COMPANY

By: _____

Title: _____

("Assignee")

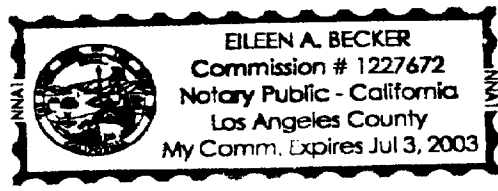
State of California :
County of Los Angeles ss.

Before me, a notary public, in and for said county, personally appeared the above named David Deitch, the President of Darra of California, Inc., who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In testimony whereof, I have hereunto subscribed my name at Tarzana, this 1 day of ~~November~~, 1999.
December

(Seal)

Eileen A. Becker
Notary Public



IN WITNESS WHEREOF, Assignor has executed this instrument by its duly authorized officer this 30th day of November, 1999.

DARRA OF CALIFORNIA, INC.

By: _____

Title: _____

(“Assignor”)

Acknowledged and agreed to this 30th day of November, 1999.

INTEX SUPPLY COMPANY

By: RA Sims

Title: Pres

(“Assignee”)

SCHEDULE 4.6.3

INTELLECTUAL PROPERTY

Corporate and Trade Name, "Darra of California, Inc." and related marks.

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