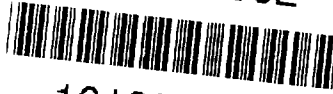


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies): 8-31-01 Focus 21 International, Inc

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 8-8-01

2. Name and address of receiving party(ies) Name: The John and Elizabeth Internal Clemmer Trust Address:

Street Address: 625 Broadway, Suite 1206

City: San Diego State: CA Zip: 92101

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Trust

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Designations 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) Ser. No. 426,414 Filed May 18, 1983 B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: John W. Howard

Internal Address:

Street Address: 625 Broadway Suite 1206

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lila Behr Name of Person Signing

Signature

8-8-01 Date

Total number of pages including cover sheet, attachments, and document: 7

09/05/2001 LUELLER 00000222 426414

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

01 FC:481 02 FC:482

40.00 OP 350.00 OP

TRADEMARK REEL: 2415 FRAME: 0472

Continuation 4.A Trademark Application Nos.

Ser. No. 342,069 Filed: December 17, 1981  
Ser. No. 735,336 Filed: September 22, 1988  
Ser. No. 75-159,478 Filed: September 3, 1996  
Ser. No. 74-365,311 Filed: March 8, 1993  
Ser. No. 550,409 Filed: July 29, 1985  
Ser. No. 74-054,470 Filed: April 30, 1990  
Ser. No. 74-106,727 Filed: October 17, 1990  
Ser. No. 342,068 Filed: December 17, 1981  
Ser. No. 342,070 Filed: December 17, 1981  
Ser. No. 698,124 Filed: November 30, 1987  
Ser. No. 408,564 Filed: January 7, 1983  
Ser. No. 73-832,890 Filed: October 23, 1989  
Ser. No. 74-091,156 Filed: August 27, 1990  
Ser. No. 73-814,228 Filed: July 24, 1989

**MEMORANDUM OF ASSIGNMENT OF TRADEMARKS**

**PARTIES:** The parties to this **MEMORANDUM OF ASSIGNMENT** are:

**BUYER:** The John and Elizabeth Clemmer Family Trust  
625 Broadway, Suite 1206  
San Diego, California 92101

**SELLER:** Focus 21 International, Inc.  
A California Corporation  
41740 Reagan Way  
Murrieta, CA 92562

**REPRESENTATIONS AND WARRANTIES:** Seller represents that as of the effective date hereof, Seller was the owner of the following trademarks and the business goodwill pertaining thereto, and the owner of certain registrations [and/or applications for registration]:

The trademark: 21<sup>st</sup> CENTURY for hair care products

APPLICATION Ser. No. 426,414  
In the United states Patent and Trademark Office  
FOR TRADEMARK 21<sup>ST</sup> CENTURY  
FILED May 18, 1983

The trademark: ANDROBAN for component of hair preparations

APPLICATION Ser. No. 342,069  
In the United states Patent and Trademark Office  
FOR TRADEMARK ANDROBAN  
FILED December 17, 1981

The trademark: ART FORM for hair care products

APPLICATION Ser. No. 735,336  
In the United states Patent and Trademark Office  
FOR TRADEMARK ART FORM  
FILED September 22, 1988

The trademark: **BIO2 RITUALS** for cosmetics and perfumery

APPLICATION Ser. No. 75-159,478  
In the United states Patent and Trademark Office  
FOR TRADEMARK **BIO2 RITUALS**  
FILED September 3, 1996

The trademark: **BIO2 TANICALS** for hair care products

APPLICATION Ser. No. 74-365,311  
In the United states Patent and Trademark Office  
FOR TRADEMARK **BIO2 TANICALS**  
FILED March 8, 1993

The trademark: **BRONZEE** for sun tanning products

APPLICATION Ser. No. 550,409  
In the United states Patent and Trademark Office  
FOR TRADEMARK **BRONZEE**  
FILED July, 29, 1985

The trademark: **ENVIRO-TEK** for hair care products

APPLICATION Ser. No. 74-054,470  
In the United states Patent and Trademark Office  
FOR TRADEMARK **ENVIRO-TEK**  
FILED April 30, 1990

The trademark: **HAIR TOYS** for hair care products

APPLICATION Ser. No. 74-106,727  
In the United states Patent and Trademark Office  
FOR TRADEMARK **HAIR TOYS**  
FILED October 17, 1990

The trademark: **MEGA PERM** for permanent wave solutions

APPLICATION Ser. No. 342,068  
In the United states Patent and Trademark Office  
FOR TRADEMARK **MEGA PERM**  
FILED December 17, 1981

The trademark: MEGATONE for additive to hair preparations

APPLICATION Ser. No. 342,070  
In the United states Patent and Trademark Office  
FOR TRADEMARK MEGATONE  
FILED December 17, 1981

The trademark: MILIZ for cosmetics and toilet preparations

APPLICATION Ser. No. 698,124  
In the United states Patent and Trademark Office  
FOR TRADEMARK MILIZ  
FILED November 30, 1987

The trademark: MULTI-GLAND-21 for dietary food supplement

APPLICATION Ser. No. 408,564  
In the United states Patent and Trademark Office  
FOR TRADEMARK MULTI-GLAND-21  
FILED January 7, 1983

The trademark: OXY LOCK for hair care products

APPLICATION Ser. No. 73-832,890  
In the United states Patent and Trademark Office  
FOR TRADEMARK OXY LOCK  
FILED October 23, 1989

The trademark: SEA-Z for hair care products

APPLICATION Ser. No. 74-091,156  
In the United states Patent and Trademark Office  
FOR TRADEMARK SEA-Z  
FILED August 27, 1990

The trademark: SEA PROOF for skin care products

APPLICATION Ser. No. 73-814,228  
In the United states Patent and Trademark Office  
FOR TRADEMARK SEA PROOF  
FILED July 24, 1989

Seller further represents that Seller has granted no license to third parties under said trademarks; that Seller has the right and power to assign said trademarks to Buyer; that

Seller neither knows nor has reason to know of any current and unresolved claim of any third party that the use of said trademarks on goods or services with which said trademarks have been used by Seller is likely to cause confusion or mistake in the marketplace.

**GRANT:** In consideration of the retirement of debt in the amount of \$100 and other good and valuable consideration, the receipt of which Seller hereby acknowledges, Seller hereby grants, sells, assigns and transfers to Buyer, and acknowledges that it has granted, sold, assigned and transferred to Buyer,

**ALL OF SELLER'S RIGHT, TITLE AND INTEREST** in and to the foregoing trademarks, the goodwill of the business pertaining thereto, and any registrations and/ or applications identified herein, and any and all claims, demands and causes of action based upon infringement of the foregoing trademarks

**THE SAME TO BE HELD AND ENJOYED BY BUYER** as fully and entirely as the same might or could have been enjoyed by Seller had this assignment not been made.

**SCOPE:** The Grant shall be operative and effective to vest full title in Buyer of said trademarks, said goodwill and said applications and /or registrations, if any, for the use of Buyer, Buyer's assigns and legal representatives.

**COOPERATION:** Seller promises at any time upon request by Buyer to execute and deliver any and all proper instruments that may be necessary or desirable to perfect the title of Buyer to the trademark rights subject to this **MEMORANDUM OF ASSIGNMENT OF TRADEMARKS**, all without further compensation, but at the expense of Buyer.

**COVENANT:** Unless licensed by Buyer so to do, Seller promises and agrees that Seller will not, from and after the effective date of this **MEMORANDUM OF ASSIGNMENT**, use any of said trademarks as a trademark, service mark, corporate or business name or otherwise, whether alone or in combination with another mark or name.

**EFFECTIVE DATE:** The rights granted herein shall be deemed granted as of January 2, 2000.

AUTHORITY FOR RECORDING: seller hereby authorizes the recording of this MEMORANDUM OF ASSIGNMENT with any appropriate governmental agency or ministry, and authorizes the publication of this MEMORANDUM OF ASSIGNMENT in any official gazette or journal.

SIGNATURE:

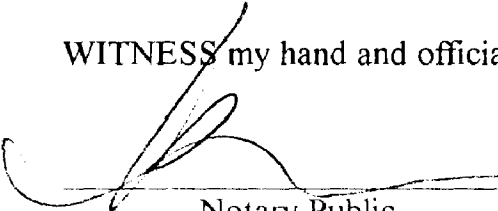
FOCUS 21 INTERNATIONAL, INC.

By  Dated: 8-8-01

State of California )  
County of San Diego ) ss.

On this 8<sup>th</sup> day of August, 2001, before me, the undersigned Notary Public, personally appeared John Clemmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President for and on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

  
Notary Public

