

05-15-2002

5/3/02



To the Honorable Commissioner of Patents &

102089773

original documents or copy thereof

1. Name of conveying party(ies):
MAGLA PRODUCTS, L.L.C.

Individual Association **FINANCE SECTION**
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company
 Additional name(s) of conveying party(ies)
 attached? yes no

2. Name and address of receiving party(ies):
Name: Magla World Wide, Ltd.
 Internal Address: _____
 Street Address: 2-Street D-7 Suite 1, Villa Real Dev.
 City Vega Baja State Puerto Rico Zip 00693
 Additional name(s) & address(es) attached? Yes No

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Cayman Islands
 Other _____

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

3. Nature of Conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other _____
 Execution Date: December 6, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/528,622;
76/010,493; 76/016,676; and 76/080,428
 B. Trademark Registration No.(s) 1,157,357; 1,176,293;
1,363,441; 1,430,286; 1,436,448; 1,919,793; 2,019,183;
2,049,991; 2,311,510; 2,311,511; 2,318,717; 2,330,558; and
2,370,218.
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: JOHN K. KIM
 Internal Address: _____
 Street Address: 203 Main Street
 City: Metuchen State: New Jersey Zip: 08840-2727

6. Total number of applications and trademarks involved: 17
 7. Total fee (37 CFR 3.41): ----- \$ 440.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 19-1218
 (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.

JOHN K. KIM [Signature] 3/3/02
 Name of Person Signing Signature Date
 Reg. No. 37,002 Total number of pages comprising cover sheet: 4

05/14/2002 TBIAZI 00000183 191218 75528622

Do not detach this portion

FC:481 40.00 CH
FC:482 40.00 CH
Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information, Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Magla Products, L.L.C., a limited liability company organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960 (referred to hereinafter as the "ASSIGNOR"), is the sole and exclusive owner of the following U.S. Trademark Applications and Registrations and the trademarks relating thereto (referred to hereinafter as the "Trademark Properties").

<u>U.S. Appln. Serial Nos.</u>	<u>Marks</u>	<u>Filing Dates</u>
75/528,622	WET SOIL	July 31, 1998
76/010,493	PEARL-LINED	March 27, 2000
76/016,676	Logo / Design	April 4, 2000
76/080,428	Logo / Design	June 26, 2000

<u>U.S. Reg. Nos.</u>	<u>Marks</u>	<u>Registration Dates</u>
1,157,357	EXTRA HANDS	June 9, 1981
1,176,293	LOVING HANDS	November 3, 1981
1,363,441	SKIN EEZ	October 1, 1985
1,430,286	STAY FRESH	February 24, 1987
1,436,448	HAND HELPERS	April 14, 1987
1,919,793	FASHION FIT	September 19, 1995
2,019,183	CLEAN TOUCH	November 26, 1996
2,049,991	ULTRA BLUE	April 1, 1997
2,311,510	POWER DOTS	January 25, 2000
2,311,511	GRIP IT	January 25, 2000
2,318,717	WARM MAX	February 15, 2000
2,330,558	NYPLEX	March 21, 2000
2,370,218	TUFF STUFF	July 25, 2000

WHEREAS, Magla World Wide, Ltd., a corporation of Cayman Islands BWI, having a place of business at 2-Street D-7 Suite 1, Villa Real Dev., Vega Baja, Puerto Rico 00693 (referred to hereinafter as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said Trademark Properties and the goodwill symbolized thereby.

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells and assigns to the ASSIGNEE, its successors, assigns and legal representatives, subject to any and all related security interests, liens and other encumbrances, whether recorded or not recorded in the United States Patent and Trademark Office, the entire right, title and interest of the ASSIGNOR, in and to said Trademark Properties and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to
be executed and delivered by its proper officer thereunto duly authorized.

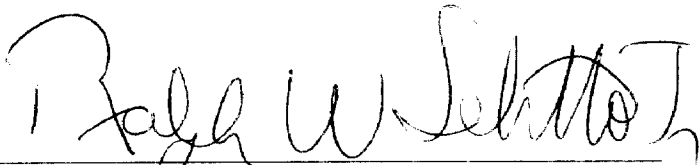
Magla Products, L.L.C.

Date: 12/6/01

By: 
Jordan Glatt
Managing Member

State of New Jersey
County of Morris

On this 6th day of December, 2001, before me personally
came the above-named Jordan Glatt, who I am satisfied is the person named in the
foregoing instrument, who executed the foregoing instrument on behalf of Magla
Products, L.L.C., and who acknowledged to me the same was executed by him of his
own free will for the uses and purposes therein set forth.



Notary Public

An Attorney At Law
in the State of New Jersey