

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <div style="text-align: center; font-weight: bold; font-size: 1.2em;">QUALITY HEALTH PRODUCTS, INC.</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State NEVADA <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>CLAY-PARK LABS, INC.</u> Internal Address: _____ Address: _____ Street Address: <u>1625 Bathgate Avenue</u> City: <u>Bronx</u> State: <u>NY</u> Zip: <u>10457</u> <div style="margin-top: 10px;"> <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 <u>Delaware</u> <input type="checkbox"/> Other _____ </div> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> Execution Date: <u>OCTOBER 9, 2002</u>			4. Application number(s) or registration number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Trademark Application No.(s) <u>75638449</u> </div> <div style="width: 45%;"> B. Trademark Registration No.(s) <u>0308185</u> <u>0531927</u> <u>0531928</u> </div> </div> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Timothy H. Hiebert</u> Internal Address: <u>Samuels, Gauthier & Stevens LLP</u> _____ _____ Street Address: <u>225 Franklin Street, Suite 3300</u> _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>			6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41).....\$ <u>265</u> <div style="margin-top: 5px;"> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </div> 8. Deposit account number: <u>501427</u> _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE					
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>					
<u>Timothy H. Hiebert</u> Name of Person Signing			 Signature		<u>October 28, 2002</u> Date
Total number of pages including cover sheet, attachments, and document: 8					

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

Item 4 B -- Registration Nos. (continuation sheet):

0535619

0876183

1191040

1203338

1373365

1963465

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of October 9, 2002 among QUALITY HEALTH PRODUCTS, INC., a Nevada corporation, FEMNIQUE CORPORATION, a Delaware corporation and CLAY-PARK LABS, INC., a Delaware corporation.

WHEREAS, QUALITY HEALTH PRODUCTS, INC., a New York limited liability company, and FEMNIQUE CORPORATION, a Delaware corporation (each, an "Assignor" and collectively, "Assignors"), are the owners of the trademarks, and the applications and registrations therefore, specifically set forth on the attached Schedule A (collectively, the "Trademarks"); and

WHEREAS, CLAY-PARK LABS, INC., a Delaware corporation ("Assignee"), having a principal business address at 1625 Bathgate Avenue, Bronx, New York 10457, desires to acquire the entire right, title and interest, in and to said Trademarks.

NOW, THEREFORE, effective immediately by this document (the "Assignment") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer, and set over to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, Assignors' entire right, title and interest in and to the Trademarks, and any renewals thereof, together with the good will symbolized by and associated with each of the Trademarks, and all income, royalties, damages, and payments now

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or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee under this Assignment.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as owner of the Trademarks as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.


Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

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


[SIGNATURE PAGE FOLLOWS]

WHEREFORE, Assignors and Assignee have caused this Assignment to be duly executed below by their duly authorized officers as of the date first written above.

QUALITY HEALTH PRODUCTS, INC.
("Assignor")

By: 
Name: JONATHAN ROSEN
Title: PRESIDENT

FEMINIQUE CORPORATION
("Assignor")

By: 
Name: JONATHAN ROSEN
Title: PRESIDENT

CLAY-PARK LABS, INC.
("Assignee")

By: _____
Name:
Title:

WHEREFORE, Assignors and Assignee have caused this Assignment to be duly executed below by their duly authorized officers as of the date first written above.

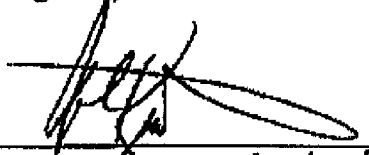
QUALITY HEALTH PRODUCTS, INC.
("Assignor")

By: _____
Name:
Title:

FEMINIQUE CORPORATION
("Assignor")

By: _____
Name:
Title:

CLAY-PARK LABS, INC.
("Assignee")

By:  _____
Name: John Kratochuvy
Title: CFO

Trademarks

<u>Trademark</u>	<u>COUNTRY</u>	<u>APPLICATION/REGISTRATION NO.</u>	<u>STATUS</u>
Feminique®	Mexico	231733	Pending
	United States	876,183	Registered
	United States	1,203,338	Registered
	United States	1,373,365	Registered
Koromex®	Algeria	32016	Registered
	Algeria	32017	Registered
	Argentina	1366808	Registered
	Argentina	1231719	Registered
	Australia	A114271	Registered
	Australia	A114272	Registered
	Canada*	TMDA/55145	Registered
	Colombia	166168	Registered
	Egypt	15085	Registered
	Egypt	15086	Registered
	France	1450852	Registered
	Germany	1189057	Registered
	Guatemala	4795-93	Pending
	India	151456	Registered
	India	151457	Registered
	Italy	331452	Registered
	Jamaica	10/274	Pending
	Malaysia	88/0899	Registered
	Malaysia	8800899	Pending
	Malaysia	8800900	Pending
	New Zealand	39580	Registered
	New Zealand	58845	Registered
	Singapore	779/88	Registered
	Sweden	085556	Registered
	Thailand	121,590	Registered
	Thailand	122,147	Registered
	United Kingdom	055511	Registered
	United States	535,619	Registered
	United States	1,963,465	Registered
	Venezuela	16017-91	Pending
Koromex® (Stylized)			
	United States	308,185	Registered

Koromex® and Design

United States	531,927	Registered
United States	531,928	Registered

Koromex-A®

Benelux	020,633	Registered
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Vaginex®

Canada	263787	Registered
Chile	358303	Registered
Mexico	231436	Pending
United States	1,191,040	Registered

A New Way In Women's Health®

United States	App. 75/638,449	Pending
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Any common law rights of QHP, or any of its affiliates, to the extent such exist, for any unregistered names and trademarks used in connection with the manufacture and/or distribution of the Products. Including, but not limited to, UTI-CARE, UTI-CURE, VAGI-NEX, VAGI-NEX II, KOROMEX II, KOROMEX II-A, and "Stylistic Butterfly Design."

Notwithstanding the inclusion or reference in Schedule A or in Schedule B of any diaphragm Products or Trademarks, the Products shall not include and this Agreement shall not cover any diaphragm products.