

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

LIPHATECH, INC.

Individual(s) Association

General Partnership

Limited Liability Company

Corporation - State of Delaware

Other _____

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

2. Name and address of receiving party(ies)

Name: De Sangosse U.S., Inc.

Internal Address: 103 Foulk Road, Suite 202
Wilmington, Delaware 19803

Street Address: 103 Foulk Road, Suite 202

City: Wilmington State: Delaware Zip: 19803

Individual(s) citizenship

Association

General Partnership

Limited Liability Company

Corporation - State of Delaware

Limited Liability Company

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

Merger

Change of Name

Security Agreement

Other

Execution Date: November 25, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/277,107

76/277,105

B. Trademark Registration No.(s)

1,442,683

1,136,562

1,684,796

1,412,390

521,085

1,589,672

1,013,366

1,251,491

1,251,492

1,038,659

Additional numbers attached? Yes No

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

Name: Leslie S. Miller, Esq.

Internal Address: Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

Milwaukee, WI 53202

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$315.00

Enclosed

Authorized to be charged to deposit account

Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(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.

Leslie S. Miller

Name of Person Signing



Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: [4]

MW/929079

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

TRADEMARK ASSIGNMENT (USA)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LiphaTech Inc., a Delaware corporation (the "Assignor"), does hereby sell, assign and transfer to De Sangosse U.S., Inc., a Delaware corporation (the "Assignee"), its successors and assigns, the entire right, title and interest of Assignor in and to all common law trademarks, trade names, trade dress, service marks, logos and business names of Assignor which are used exclusively in connection with the Acquired Business, and including, without limitation, those trademark registrations, applications for registrations and common law marks identified on Annex A hereto, and all derivatives thereof, and all rights, powers, emoluments, and advantage whatsoever symbolized thereby of Assignor, and claims and causes of action in favor of the Assignor heretofore accrued or hereafter accruing with respect thereto for misappropriation, infringement or other violation of proprietary or other rights or other rights in the aforementioned trademarks, trade names, trade dress, service marks, logos and business names and all registrations or applications relating thereto and all renewals and extensions of such registrations (the "Intangible Rights").

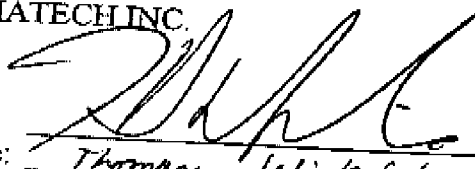
TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during the existence of such Intangible Rights and all renewals and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by the Assignor had this Assignment and transfer not been made.

The Assignor shall promptly, upon the request of the Assignee, execute such other instruments of conveyance as may be reasonably necessary to permit the Assignee to record the assignment made by this instrument.

Capitalized terms used herein without definition shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated August 20, 2002, by and between Assignor and Assignee, as amended.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed this 25 day of November, 2002.

LIPHATECH INC.

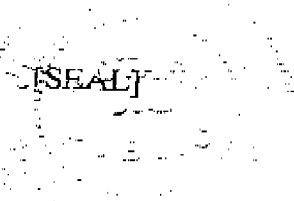
By: 
Name: Thomas Winkofsky
Title: President

ANNEX A

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Bocket Number
BOOT HILL	Registered	73623654	10/02/1986	1442883	06/16/1987	91176
ERM	Filed	76277107	06/27/2001			057968-0200
GROUND FORCE	Inactive	73636391	12/22/1986			91491
GUNSLINGER	Filed	76277105	06/27/2001			057968-0203
MAKI & MOUSE DESIGN	Registered	73192240	11/06/1978	1136562	06/03/1980	200 970
MOUSE-OUT	Registered	74091008	08/23/1990	1684796	04/28/1992	057968-0161
QUELL	Inactive	74454841	11/02/1993			057958-0177
RATSTAIRANT	Registered	73575861	12/31/1985	1412390	10/07/1986	200 780
RID-ALL	Registered	71515792	01/15/1947	0521085	02/21/1950	202 910
RIDALL-ZINC	Registered	73808858	06/26/1989	1589672	04/03/1990	201 956
ROZOL & MOUSE DESIGN	Registered	73020248	05/01/1974	1013366	06/17/1975	200 972
MAKI	Registered	73377362	07/30/1982	1251491	09/20/1983	200 785
RIDALL-ZINC	Inactive	73695655	11/16/1987			200 199
ROZOL	Registered	73377363	07/30/1982	1251492	09/20/1983	200 784
ROZOL & CAT DESIGN	Inactive	73060990	08/21/1975	1038659	05/04/1976	200 971

State of Wisconsin)
County of Milwaukee) ss.:

On this 2nd day of December, 2002, personally appeared before me Thomas Winkofsky to me known and known to me to be the President of LIPHATECH INC., a Delaware corporation, that executed the foregoing instrument, and acknowledged that each executed the foregoing instrument on behalf of said corporation and pursuant to authority duly received.



Jill S. Knutson
Signature

Jill S. Knutson
Name:

My Commission Expires: 01/26/03
Notary Public in and for said county and state