

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G 1993.0-00-01-klb

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
Flents Products Co., Inc.

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Delaware  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Apothecary Products, Inc.  
11750 12th Avenue South  
Burnsville, Minnesota 55337

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_

Execution Date: June 5, 2003

Individual(s) citizenship       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Minnesota  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)/ Mark(s)      B. Trademark Reg. No.(s)/Mark(s)  
see attached Schedule A      see attached Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Linda M. Byrne, Esq.  
 Address: MERCHANT & GOULD P.C.  
 P.O. Box 2910  
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 28

7. Total fee (37 CFR 3.41): \$715  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Linda M. Byrne      *Linda M. Byrne*      July 21, 2003  
 Name of Person Signing      Signature      Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for 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

CH \$715.00 132726 78241067

Schedule A  
Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AQUA DRY	U.S.	2,269,822	August 10, 1999
BEAUTY BUFF	U.S.	2,023,801	December 17, 1996
BEAUTY WEDGE	U.S.	1,669,503	December 24, 1991
COLOR-MATE	U.S.	2,038,818	February 18, 1997
COMFEES	U.S.	1,726,880	October 27, 1992
COMFEES+	U.S.	2,056,591	April 29, 1997
DERMA-BUFF	U.S.	2,171,160	July 7, 1998
FILTAIR	U.S.	1,637,507	March 12, 1991
FLENTS	U.S.	854,228	August 6, 1968
FLENTS	U.S.	230,234	July 19, 1927
FLENTS AQUA DRY	U.S.	2,350,614	May 16, 2000
FLEXIPLUG	U.S.	1,012,695	June 3, 1975
MAXI-MASK	U.S.	1,333,076	April 30, 1985
MEDI-BIN	U.S.	2,468,957	July 17, 2001
OPTICO	U.S.	1,611,051	August 28, 1990
OPTI-CORDS	U.S.	2,126,191	December 30, 1997
OPTIMIST	U.S.	1,714,929	September 15, 1992
PEACE & QUIET	U.S.	1,079,769	December 20, 1977
PROTECH	U.S.	1,557,801	September 26, 1989
QUIET! PLEASE	U.S.	1,742,983	December 29, 1992

QUIET-DOWN	U.S.	1,534,155	April 11, 1989
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Schedule A  
Registered Trademarks (continued)

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REAL QUIET	U.S.	2,443,052	April 10, 2001
SALON WEDGE	U.S.	2,056,453	April 22, 1997
SEAL-RITE	U.S.	1,528,075	March 7, 1989
SOF-LOOFAH	U.S.	2,117,077	November 25, 1997
TOTAL BEAUTY	U.S.	2,080,574	July 22, 1997
WIPE 'N CLEAR	U.S.	2,624,587	September 24, 2002
COMFEES	Canada	TMA417,569	October 1, 1993
COMFEES+	Canada	TMA459,954	July 5, 1996
COMFEES+	Canada	TMA467,255	December 6, 1996
QUIET! PLEASE	Canada	TMA417,727	October 1, 1993

Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Serial. No.</u>	<u>Filing Date</u>
BABY SOLUTIONS	U.S.	78/241,057	April 23, 2003
STEALTH	U.S.	75/069,976	March 11, 1996

TRADEMARK ASSIGNMENT

This Trademark Assignment is made pursuant to that certain Asset Purchase Agreement of even date herewith by and between Flents Products Co., Inc., a Delaware corporation with offices at 5401 South Graham Road, Saint Charles, Michigan 48655 (hereinafter "Assignor") and Apothecary Products, Inc., a Minnesota corporation located at 11750 12<sup>th</sup> Avenue South, Burnsville, Minnesota 55337 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the associated trademark registrations and applications set forth on Schedule A attached hereto (hereinafter the "Marks").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Marks and the goodwill associated with the Marks to Assignee.

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith from Assignor.

WHEREAS, Assignee is a successor to that portion of the business of Assignor to which the Marks pertain, and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks for the United States and throughout the world, together with the goodwill of the business associated therewith. This Assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

Assignor agrees to execute and deliver at the request of Assignee without further consideration, all documents, instruments and assignments that Assignee may require in order to effect and/or evidence all right, title and interest in and to the Marks in Assignee.

FLENTS PRODUCTS CO., INC.

By: Meredith Barritella

Name: MEREDITH BARRITELLA

Title: CEO

STATE OF Florida )  
 )  
COUNTY OF Dade ) ss.

On this 5<sup>th</sup> day of June, 2003, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed it as a free act.

*Produced Florida District*

*[Signature]*

Notary Public

#280865911

