

TRADE

03-13-2003

Docket No.:

PRP - Spectrum

Tab settings

To the Honorable Commissioner of Patents and Trademark

1 document or copy thereof.

1. Name of conveying party(ies):

Spectrum Labs, Inc.

3-11-03

102389182

ig party(ies):

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

Name: Pro Products, LLC

Internal Address:

Street Address: 502 Incentive Drive

City: Fort Wayne State: IN ZIP: 46825

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

Other Indiana Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 25, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/213027 76/213028 76/230788

B. Trademark Registration No.(s)

1,928,458 2,218,287 0,517,694
1,419,684 2,040,670 0,636,269
2,296,470 0,599,764 0,899,872

Additional numbers Yes No

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

Name: Thomas A. Adams

Internal Address: Baker & Daniels

03/12/2003 ECDOPER 00000105 76213027

01 FC:0521 40.00 OP
02 FC:0522 475.00 OP

Street Address: 111 East Wayne Street, Suite 800

City: Fort Wayne State: IN ZIP: 46802

6. Total number of applications and registrations involved:.....

20

7. Total fee (37 CFR 3.41):.....\$ \$515.00

- Enclosed Check # 108196
- Authorized to be charged to deposit account

8. Deposit account number:

Any additional fees, Baker & Daniels, 02-0385

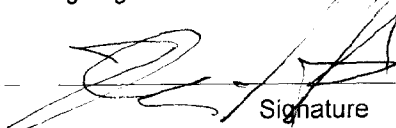
DO NOT USE THIS SPACE

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.

Thomas A. Adams

Name of Person Signing



Signature

March 3, 2003

Date

Total number of pages including cover sheet, attachments, and

28

TRADEMARK

Continuation of 4. Application number(s) or registration number(s)

B. Trademark Registration No.(s)

0,945,028

0,915,841

1,929,746

1,714,841

1,800,367

0,701,989

1,066,551

0,770,500

ASSIGNMENT OF MARKS

WHEREAS, SPECTRUM LABS, INC., a Delaware corporation (hereinafter "Assignor"), has adopted, owns, has continuously used, and is using certain trademarks, trade names, trade dress and service marks, including but not limited to those shown on the attached Schedules A and B that is hereby incorporated herein (hereinafter collectively the "Marks"), in connection with its goods and services; and

WHEREAS, Assignor owns a current and valid federal registration for certain of the Marks upon the Principal Register of the United States Patent and Trademark Office as identified and described in the attached Schedule A (hereinafter the "Registrations"); and

WHEREAS, Assignor owns a current and valid federal application for certain of the Marks upon the Principal Register of the United States Patent and Trademark Office as identified and described in the attached Schedule B (hereinafter the "Applications"); and

WHEREAS, PRO PRODUCTS, LLC, a limited liability company organized under the laws of Indiana (hereinafter "Assignee"), is desirous of acquiring said Marks, together with the goodwill of the business symbolized by said Marks and the Registrations and any other state, federal, or foreign rights and/or registrations of the Marks;

NOW, THEREFORE, as further consideration for the Asset Purchase Agreement executed contemporaneously herewith, Assignor hereby assigns to Assignee all its right, title and interest in and to the Marks and the Registrations, together with the goodwill of the business symbolized by said Marks and any right to sue and recover for any past infringements of the Marks. Assignor further agrees to execute any documents and provide any assistance reasonably requested by Assignee to effectuate such assignment, to obtain or assign domestic or foreign registrations of the Marks, or to sue and recover for any past infringements of the Marks. Assignor further represents and warrants that it is now using and has continuously used in commerce the Marks in connection with its goods and services and Assignor is not aware of any claim of infringement, dilution, or violation of other right based upon its use of the Marks.

This Assignment is effective as of the 25th day of November, 2002.

ASSIGNOR

By: [Signature]

Typed Name: William Keightley

Title: Vice President

STATE OF IL)
) SS:
CITY OF COOK)

Before me, the undersigned, a Notary Public in and for said City and State, this 25th day of November, 2002, personally appeared William Keightley, known to me to be the

V.P. of Spectrum Labs, Inc., a Delaware corporation, and acknowledged the execution of the above and foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal,

Adrienne L. Kielmar
, Notary Public

My Commission Expires:



ASSIGNEE

By: Joel E. Harter

Typed Name: Joel E. Harter

Title: President

STATE OF Indiana)
) SS:
CITY OF Allen)

Before me, the undersigned, a Notary Public in and for said City and State, this 25th day of November, 2002, personally appeared Joel E. Harter, known to me to be the President of Pro Products, an Indiana limited liability corporation, and acknowledged the execution of the above and foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal,

Andrew J. Wolberg
, Notary Public

My Commission Expires:

Feb 7, 2008

SCHEDULE A

<u>Trademark</u>	<u>Country/ Class</u>	<u>Reg. Date Reg. No.</u>
RESIN-MATE	USA 11	10/17/95 1928458
STILL-CLEAN	USA 01	12/9/86 1419684
WELPURE	USA 1	11/30/99 2296470
WELPURE	USA 1	1/19/99 2218287
KLP SHAMPOO PLUS	USA 3	2/25/97 2040670
LAN O SOFT	USA 3	12/21/54 599764

<u>Trademark</u>	<u>Country/ Class</u>	<u>Reg. Date Reg. No.</u>
LAN-O-SHEEN (STYLIZED)	USA 3	11/22/49 517694
LAN-O-WIPE (STYLIZED)	USA 3	10/23/56 636269
MR. MEARS	USA 3	9/29/70 899872
NEUTRA-7	USA 6	10/17/72 0945028
POLY-4	USA 6	7/6/71 0915841
RESIN-MATE	USA 1	10/24/95 1929746

<u>Trademark</u>	<u>Country/ Class</u>	<u>Reg. Date Reg. No.</u>
LANOSOFT (STYLIZED)	EUROPE-CTM 3	5/23/96 259234
BAN-IRON	USA 1	9/15/92 1714841
BAN-IRON	USA 1	10/26/93 1800367
BRIEF (STYLIZED)	USA 3	7/26/60 701989
BRITE.N WHITE (STYLIZED)	USA 3	5/31/77 1066551
LAN-O-BATH	U.S.A. 3	5/26/64 770500

SCHEDULE B

<u>Trademark</u>	<u>Country/ Class</u>	<u>Filing Date Application No.</u>
MISCELLANEOUS DESIGN (WAVE DESIGN)	USA 3	2/21/01 76/213027
FRESHWAVE	USA 3	2/21/01 76/213028
PUREFRESH	U.S.A. 3	3/27/01 76/230788