

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Colonial Surgical Supply, Inc.

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

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

2. Name and address of receiving party(ies)

Name: *HSI GLOVES, Inc.*

Internal

Address:

Street Address: *1812 N. Vermont Ave.*

City: *Los Angeles* State: *CA* Zip: *90027*

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *Delaware*
- 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
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: *May 31, 2003*

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: *Donovan & Yee LLP*

Internal Address:

Street Address: *The Soho Building
110 Greene Street, Suite 700*

City: *New York* State: *NY* Zip: *10012*

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41): \$ *565.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500357

(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.

Marya Lenn Yee

Name of Person Signing

Marya Lenn Yee

Signature

9/11/03

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

CH \$666.00 600367 7814134B

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
CYBER-GEL	2,453,014
DERMATOUCH	2,527,676
ELASTEX	2,713,609
GLOVE CLUB	2,587,700
NYTRILE & DESIGN	2,524,284
PURE GRIP	2,572,233
SENSI-FREE	2,463,659
ZODIAC	2,752,868

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>
ILLUSION	78/141,348
SUPREME	78/068,230
ALOE GEL	78/068,207
BLUEBERRY & DESIGN	75/050,993
DERMATOUCH & DESIGN	76/004,286
MYLLENIA 2000	76/004,285
NYTRILE	75/363,306
PRECISE FIT	78/069,923
PURE CARE	78/068,290
PURE TOUCH	78/068,190
SUREFIT	74/344,771
CYBERTECH	78/105,629
HIGHTECH GLOVES	78/105,628
SECURETECH	78/105,630

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of May 31, 2003, by and among Colonial Surgical Supply, Inc., a California corporation ("Assignor"), and HSI Gloves, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of May 31, 2003 (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing substantially all of the Assets of Assignor, including, but not limited to, the trademarks, trade names and domain names of Assignor ("Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign all of its Trademarks to Assignee, and Assignee has agreed to accept the transfer by Assignor of its right, title and interest in and to the Trademarks, including the entire business or portion thereof to which the Trademarks pertain, together with the goodwill of the business associated with the Trademarks;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof (the "Effective Time"), Assignor hereby assigns, sells, transfers, and sets over to Assignee all of Assignor's rights, title and interest in, to and under all of the Assignor's United States and foreign Trademarks, together with the goodwill of the business associated therewith, including, without limitation, the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, the entire business or portion thereof to which the Trademarks pertain and all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Assignor covenants and agrees to (a) warrant and defend the Assignment hereby made against all persons, and (b) take all steps reasonably necessary to establish the record of Assignee's title to the Trademarks and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee title to the Trademarks.

3. The terms of the Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by reference. Each party

acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflicts or choice of laws.

[end of text]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

COLONIAL SURGICAL SUPPLY, INC.

By: _____
Name: Moshi Saleh
Title: President

HSI GLOVES, INC.
By: [Signature]
Name:
Title:

State of New York
County of New York ss.:

On this 31st day of May, 2003, before me personally appeared [Signature] of HSI Gloves, Inc./ who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.
[Signature]
Notary Public

MARYA LENN YEE
Notary Public, State of New York
No. 02YE4842676
Qualified in New York County
Commission Expires 8/31/12

State of _____)
County of _____) ss.:

On this _____ day of _____, 2003, before me personally appeared Moshi Saleh, President of Colonial Surgical Supply, Inc., who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument of the person, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.

Notary Public

SCHEDULE A**TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
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OTHER

ALLERJOY
DIAMOND LITE
DIAMOND WHITE
ECLIPSE
MINTY GRIP
TEXTURED GRIP

DOMAIN NAMES

GLOVECLUB.COM
GLOVECLUB.ORG
GLOVECLUB.NET
GLOVECLUB.CC