



MASTER ASSIGNMENT

WHEREAS, U.S.A. DETERGENT INC., a New Jersey corporation with offices at 1735 Jersey Avenue, Suite 2, North Brunswick, New Jersey 08902 (hereinafter referred to as "ASSIGNOR"), was the owner of all right, title and interest in and to the trademarks listed in Schedule A hereto, which have been filed and/or registered as set forth thereon (hereinafter referred to as the "Marks");

WHEREAS, USA DETERGENTS, INC., a Delaware corporation with offices at 1735 Jersey Avenue, Suite 2, North Brunswick, New Jersey 08902 (hereinafter referred to as "ASSIGNEE"), was desirous of acquiring the aforesaid Marks, together with the goodwill of the business symbolized by the Marks in such countries and in connection with such Marks as is deemed necessary by ASSIGNEE;

WHEREAS, by agreement ASSIGNEE received the entire right, title, and interest in and to the aforesaid Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation throughout the world in the various Trademark Offices recording title in and to the aforesaid Marks in the name of ASSIGNEE.

NOW, THEREFORE, effective as of June 14, 1995, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer unto said ASSIGNEE all rights, title and interest in and to said Marks, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby in such countries and in connection with such Marks as is deemed necessary by ASSIGNEE, and further including, without limitation, all claims, benefits, obligations, and liabilities for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

ASSIGNOR represents that: (i) it is the owner of all rights, title, and interests in and to the Marks and that it has the authority to make this Master Assignment; (ii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Marks that have been entered into, or arisen, since June 14, 1995; and (iii) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Marks.

ASSIGNOR warrants that: (i) all use of the Marks by ASSIGNOR shall cease; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Marks or ASSIGNEE=s ownership thereof.

ASSIGNOR expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by ASSIGNEE to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Marks to ASSIGNEE.

ASSIGNOR: U.S.A DETERGENT INC.

BY: [Signature]

NAME: URI M. EVAN

TITLE: Chief Executive Officer

DATE: November 19, 2003

Witness: [Signature]

Witness: [Signature]

ACCEPTED BY ASSIGNEE: USA DETERGENTS, INC.

BY: [Signature]

NAME: URI M. EVAN

TITLE: Chief Executive Officer

DATE: November 19, 2003

Witness: [Signature]

Witness: [Signature]



**Schedule A**

<b><u>Trademark</u></b>	<b><u>Appl./Reg. No.</u></b>	<b><u>Country</u></b>
CRYSTAL SHINE	460407	Mexico
TOUCH OF GLASS	165140	Mexico
FINE CARE	346215	South Korea
TOUCH OF GLASS	346216	South Korea
FINE CARE	00685720	Taiwan
SWISS PINE	1,656,550	U.S.A.

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