

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

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

<p>1. Name of conveying party(ies): <u>Medtech Consumer Products I, L.L.C.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: <u>Limited Liability Company (Wyoming)</u></p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>March 1, 2001</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Medtech IP L.L.C.</u> Internal Address: Street Address: <u>3510 N. Lake Creek Drive</u> City: <u>Jackson</u> State: <u>Wyoming</u> Zip: <u>83001</u></p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: <u>Limited Liability Company (Delaware)</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s): <u>755,836</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin A. Dugan</u> <u>Ropes & Gray LLP</u> Internal Address: <u>Atty. Dkt.: SGGP-005-003</u> Street Address: <u>One International Place</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

William G. Gosz William Gosz 1/14/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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Additional Conveying Parties (1. Continued):
 Medtech Laboratories, Inc. (Corporation - Wyoming)

Additional Receiving Parties (2. Continued):

Assignee Name:
 Internal Address:

Street Address:

City: State: Zip Code:

Additional Applications and/or Registration Numbers (4. Continued)

Additional Application Number(s) 4A continued:	Additional Registration Number(s) 4B continued:
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Additional numbers attached? Yes No

MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of March 1, 2001, and is made from Medtech Laboratories, Inc., a Wyoming Corporation, and Medtech Consumer Products I, L.L.C., a Wyoming limited liability company (collectively, "Assignors") on the one hand, to Medtech IP L.L.C., a Delaware limited liability company ("Assignee") on the other hand.

WITNESSETH

WHEREAS, Assignors have adopted and used in commerce the Marks as set forth in Schedule A attached hereto; and

WHEREAS, pursuant to the Limited Liability Company Agreement dated as of March 1, 2001, Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors assign to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Marks Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

Assignors shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of them by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment.

Assignors hereby covenants that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreements inconsistent herewith.

This Marks Assignment may be signed in multiple counterparts, each of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed, made and entered into this
Marks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.

By: [Signature]
Title: CEO

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: [Signature]
Title: CEO

ASSIGNEE:

MEDTECH IP L.L.C.

By: _____
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Marks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.


By: _____
Title:

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: _____
Title:

ASSIGNEE:

MEDTECH IP L.L.C.

By:  _____
Title:

SCHEDULE A

"Marks" means and includes all trademarks, service marks, trade names, and brand and source identifiers of any type or nature, however embodied or recorded, which have been used in commerce, or have been developed to be used, in association with the Transferred Assets as such term is defined in the Limited Liability Company Agreement dated March 1, 2001, including without limitation the following:

Medtech Laboratories, Inc.
U.S. Trademark Registrations

Mark	Serial No.	Filed	Reg. No.	Reg. Date
CLOVERINE	3,138	26-Apr-1905	47,467	7-Nov-1905
COMPOZ	139,505	9-Mar-1962	740,850	20-Nov-1962
NEW-SKIN	74/295,027	17-Jul-1992	1,757,962	16-Mar-1993
NEW-SKIN & Design	336,365	9-Nov-1981	1,259,764	6-Dec-1983
STAYS ON WHERE BANDAGES FALL OFF	75/302,686	3-Jun-1997	2,236,154	30-Mar-1999
VACUUM GRIP	75/308,467	13-Jun-1997	2,263,559	20-Jul-1999

Medtech Laboratories, Inc.
Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
COMPOZ	Canada	277,213	8-Aug-1963	160,985	7-Feb-1969
COMPOZ	Puerto Rico			19,566.	4-Jun-1975
NEW-SKIN	Canada	720,686	15-Jan-1993	431,096	29-Jul-1994
NEW-SKIN	Greece	138,085	31-Aug-1998		Pending
NEW-SKIN	Japan	12,201/1998	18-Feb-1999	4,305,747	13-Aug-1999
NEW-SKIN	Mexico	155,128	24-Nov-1992	461,271	23-May-1994
NEW-SKIN	Venezuela	12606	10-Dec-1982	106,862-F	20-Feb-1984

Medtech Consumer Products I, LLC
U.S. And Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
PERCOGESIC	Canada	363,072	6-Apr-1973	197,499	15-Feb-1974
PERCOGESIC	United States	160,701	15-Jan-1963	755,836	3-Sep-1963
PERGOGESIC	Costa Rica			57383	5-May-1980
PERCOGESIC	Panama		11-Sept-1973	044854	6-May-1988
PERCOGESIC	Dominican Republic			33,449	18-Feb-1982
PERCOGESIC	Jamaica			16,381	25-Sept-1974
EZO	Canada			154,380	