01-28-2004

2-24.03 RECORD Form PTO-1594 'ARTMENT OF COMMERCE (Rev. 10/02) Patent and Trademark Office TRA OMB No. 0651-0027 (exp. 6/30/2005) 1026<u>21634</u> 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): 2. Name and address of receiving party(ies) Latex Partners, Inc. Latexx Partners Berhad Name: Internal Address: PT 5054 Kamunting Industrial Individual(s) Association Street Address: POB 9, 34600 Kamunting, Taipina General Partnership Limited Partnership City: Perak, Malaysia State: Zip: Corporation-State Other Individual(s) citizenship\_\_\_\_\_ Association\_ Additional name(s) of conveying party(ies) attached? Yes V No General Partnership 3. Nature of conveyance: Limited Partnership ✓ Assignment Merger Corporation-State Security Agreement Change of Name Other Corporation, Malaysia If assignee is not domiciled in the United States, a domestic Other\_ representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No Execution Date: 05/16/2002 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) 2,086,207 A. Trademark Application No.(s) \_\_ 2,018,211 2,012,521 Yes 🗸 No Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and 3 concerning document should be mailed: registrations involved: ..... Name:\_\_Leonard D. DuBoff 7. Total fee (37 CFR 3.41).....\$ 90.00 Internal Address: Suite 200 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 6665 SW Hampton Street Street Address: City: Portland State:\_OR DO NOT USE THIS SPACE 9. Signature. Leonard D. Duboff February 17, 2003 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document ocuments to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

2086207

#### DESIGNATION OF DOMESTIC REPRESENTATIVE: SEPARATE PAPER ACCOMPANYING ASSIGNMENT DOCUMENTS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT DIVISION

In re Registrations of: Latexx Partners Berhad

Marks: MEDTEXX, Reg. No. 2,018,211

CLEANTEXX, Reg. No. 2,012,521 TECHTEXX, Reg. No. 2,086,207

U.S. Patent and Trademark Office Assignment Division Box Assignments, CG-4 1213 Jefferson Davis Hwy, Suite 320 Washington, D.C. 20231

#### DESIGNATION OF DOMESTIC REPRESENTATIVE

Leonard D. DuBoff, a member of the bars of the States of Oregon and New York and Patchen M. Haggerty, a member of the bar of the State of Oregon, each with offices at 6665 SW Hampton Street, Ste. 200, Portland, Oregon 97223, telephone number is (503) 968-8111, are hereby designated Domestic Representatives in the above-indicated Trademark Registrations. All notices or process affecting these Registrations and all correspondence relating to such Registrations may be served upon them.

Dated: June 11, 2002

Respectfully submitted,

Latexx Partners Berhad

Terry Law, authorized agent and President and Secretary of Medtexx Partners Inc. a wholly owned subsidiar

Partners, Inc., a wholly owned subsidiary of

Latexx Partners Berhad

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## TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN

:

Latex Partners, Inc., a Florida corporation

("Assignor")

2295 Corporate Blvd., Ste. 131 Boca Raton, Flordia 33431

**AND** 

Latexx Partners Berhad, a Malaysia

("Assignee")

corporation

PT 5054 Kamunting Industrial, Post Office

Box 9

34600 Kamunting, Taiping

Perak, Malaysia

### Recitals

Whereas, Assignor owns all right, title and interest in and to the trademark "TECHTEXX", as well as the goodwill associated with the trademark; and

Whereas, Assignee is desirous of acquiring this trademark and associated goodwill;

# Agreement

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Trademark Assignment. Assignor hereby assigns and transfers to Assignee, its legal successors and assigns, all of Assignor's right, title and interest, whether statutory, registered or at common law, in and to the trademark "TECHTEXX" (the "Mark"), and any renewals or extensions thereof, as well as the goodwill of the business associated with such Mark, together with any and all registrations and pending applications therefor, any and all foreign rights, any and all files and records relating thereto, and the right to recover for past infringements of the mark.
- 2. Consideration. Assignee agrees to provide Assignor consideration in the sum of \$1.00 in exchange for all right, title and interest to the Mark, including, but not limited to United States Patent and Trademark Registration Number 2,086,207, and the goodwill of the business symbolized by said Mark.
- 3. Future Acts. Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Mark in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact to act for and in its stead to execute and file any such papers or

Trademark Assignment Agreement Page 1 of 4

documents and do all such other lawfully permitted acts and things to accomplish such purpose with the same legal force and effect as if done by Assignor.

- 4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge:
- 4.1. Assignor is the sole and exclusive owner of all rights granted to Assignee in this Agreement and has not assigned, pledged or otherwise encumbered the same;
- 4.2. Assignor has the full power to enter into this Agreement and to make the grants herein contained;
- 4.3. The Mark does not, in whole or in part, infringe any intellectual property or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.

#### 5. Indemnity.

- 5.1. In the event Assignee is rendered liable for any damages which result from Assignor's breach of the above representations and warranties, then Assignor agrees to hold Assignee harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.
- 5.2. In the event Assignee is rendered liable for any damages which result as a result of any act or omission by Assignee relating to Assignee's use of the Mark, then Assignee agrees to hold Assignor harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.
- 6. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by both parties. If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at trial or on appeal, in addition to all other sums provided by law.

Trademark Assignment Agreement Page 2 of 4 7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

8. Effective Date. This Agreement shall become effective as of September 23, 1999.

Trademark Assignment Agreement Page 3 of 4

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

LAT	<u>SIGNOR</u>	
	TEX PARTNERS, INC., A FLORIDA CORPORATION	
By:	Name: Sunny Hew Pong Sun	DATE
	Its: President	
	EIGNEE TEXX PARTNERS BERHAD, A MALAYSIA CORPORATION	
	Name: Terry Law, authorized agent and	
	Name. Terry Law, authorized agent and	DATE
	President and Secretary of Medtexx	DATE
		DATE

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## TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN

Latex Partners, Inc., a Florida corporation

("Assignor")

2295 Corporate Blvd., Ste. 131 Boca Raton. Flordia 33431

AND

Latexx Partners Berhad, a Malaysia

("Assignee")

corporation

PT 5054 Kamunting Industrial, Post Office

Box 9

34600 Kamunting, Taiping

Perak, Malaysia

#### Recitals

Whereas, Assignor owns all right, title and interest in and to the trademark "MEDTEXX", as well as the goodwill associated with the trademark; and

Whereas, Assignee is desirous of acquiring this trademark and associated goodwill;

# Agreement

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Trademark Assignment. Assignor hereby assigns and transfers to Assignee, its legal successors and assigns, all of Assignor's right, title and interest, whether statutory, registered or at common law, in and to the trademark "MEDTEXX" (the "Mark"), and any renewals or extensions thereof, as well as the goodwill of the business associated with such Mark, together with any and all registrations and pending applications therefor, any and all foreign rights, any and all files and records relating thereto, and the right to recover for past infringements of the mark.
- 2. Consideration. Assignee agrees to provide Assignor consideration in the sum of \$1.00 in exchange for all right, title and interest to the Mark, including, but not limited to United States Patent and Trademark Registration Number 2,018,211, and the goodwill of the business symbolized by said Mark.
- 3. Future Acts. Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Mark in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact to act for and in its stead to execute and file any such papers or

Trademark Assignment Agreement Page 1 of 4

documents a all such other lawfully permitted acts and things to accomplish such purpose with the same regal force and effect as if done by Assignor.

- 4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge:
- 4.1. Assignor is the sole and exclusive owner of all rights granted to Assignee in this Agreement and has not assigned, pledged or otherwise encumbered the same;
- 4.2. Assignor has the full power to enter into this Agreement and to make the grants herein contained;
- 4.3. The Mark does not, in whole or in part, infringe any intellectual property or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.

#### 5. Indemnity.

- 5.1. In the event Assignee is rendered liable for any damages which result from Assignor's breach of the above representations and warranties, then Assignor agrees to hold Assignee harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.
- 5.2. In the event Assignee is rendered liable for any damages which result as a result of any act or omission by Assignee relating to Assignee's use of the Mark, then Assignee agrees to hold Assignor harmless from and against such liability, including all reasonable attorneys' fees incurred on any trial or appeal.
- 6. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by both parties. If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at trial or on appeal, in addition to all other sums provided by law.

Trademark Assignment Agreement Page 2 of 4 7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

8. Effective Date. This Agreement shall become effective as of September 23, 1999.

Trademark Assignment Agreement Page 3 of 4 IN WITNESS WHEREOF, the parties hereto execute this Agreement.

ASSIGNOR		
LATEX PARTNERS, INC., A FLORIDA CORPORATION		
By:	5/16/02	
Name: Sunny Hew Pong Sun	DATÈ	
Its: President		
ASSIGNEE LATEXX PARTNERS BERHAD, A MALAYSIA CORPORATION  By:		
Name: Terry Law, authorized agent and	DATE	
President and Secretary of Medtexx		
Parnters, Inc., a wholly owned subsidiary		
of		

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Latexx Partners Berhad

## TRADEMARK ASSIGNMENT AGREEMENT

**BETWEEN**: Latex Partners, Inc., a Florida corporation

("Assignor")

2295 Corporate Blvd., Ste. 131

Boca Raton, Flordia 33431

AND :

Latexx Partners Berhad, a Malaysia

("Assignee")

corporation

PT 5054 Kamunting Industrial, Post Office

Box 9

34600 Kamunting, Taiping

Perak, Malaysia

### Recitals

Whereas, Assignor owns all right, title and interest in and to the trademark "CLEANTEXX", as well as the goodwill associated with the trademark; and

Whereas, Assignee is desirous of acquiring this trademark and associated goodwill;

# Agreement

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Trademark Assignment. Assignor hereby assigns and transfers to Assignee, its legal successors and assigns, all of Assignor's right, title and interest, whether statutory, registered or at common law, in and to the trademark "CLEANTEXX" (the "Mark"), and any renewals or extensions thereof, as well as the goodwill of the business associated with such Mark, together with-any and all registrations and pending applications therefor, any and all foreign rights, any and all files and records relating thereto, and the right to recover for past infringements of the mark.
- 2. Consideration. Assignee agrees to provide Assignor consideration in the sum of \$1.00 in exchange for all right, title and interest to the Mark, including, but not limited to United States Patent and Trademark Registration Number 2,012,521, and the goodwill of the business symbolized by said Mark.
- 3. Future Acts. Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Mark in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact to act for and in its stead to execute and file any such papers or

Trademark Assignment Agreement Page 1 of 4

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- 4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that to the best of Assignor's knowledge:
- 4.1. Assignor is the sole and exclusive owner of all rights granted to Assignee in this Agreement and has not assigned, pledged or otherwise encumbered the same;
- **4.2.** Assignor has the full power to enter into this Agreement and to make the grants herein contained;
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Trademark Assignment Agreement Page 2 of 4

Effective Date.	This Agreement shall become effective as of September 23, 1999.				
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IN WITNESS WHEREOF, the parties hereto execute this Agreement.

ASSIGNOR	
LATEX PARTNERS, INC., A FLORIDA CORPORATION	
Ву:	5/16/02
Name: Sunny Hew Pong Sun	DATE
Its: President and Secretary	
Assignee Latexx Partners Berhad, a Malaysia corporation  By:	
Name: Terry Law, authorized agent and	DATE
President and Secretary of Medtexx	
Partners, Inc., a wholly owned subsidiary	

**RECORDED: 02/24/2003** 

Latexx Partners Berhad

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of

Trademark Assignment Agreement Page 4 of 4