

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G 1993_208US01-klb

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

1. Name of conveying party(ies):

Flents Products Co., Inc.

- Individuals
- General Partnership
- Corporation-State of Delaware
- Other: _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 5, 2003

2. Name and address of receiving party(ies):

Apothecary Products, Inc.
11750 12th Avenue South
Burnsville, Minnesota 55337

- Individual(s) citizenship
- General Partnership
- Corporation-State of Minnesota
- Other: _____
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

Reg. No. 1534155 - QUIET-DOWN

Additional numbers attached? Yes No

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

Name: Linda M. Byrne, Esq.
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Linda M. Byrne

Name of Person Signing

Linda M. Byrne
Signature

February 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK ASSIGNMENT

This Trademark Assignment is made pursuant to that certain Asset Purchase Agreement of even date herewith by and between Flents Products Co., Inc., a Delaware corporation with offices at 5401 South Graham Road, Saint Charles, Michigan 48655 (hereinafter "Assignor") and Apothecary Products, Inc., a Minnesota corporation located at 11750 12th Avenue South, Burnsville, Minnesota 55337 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the associated trademark registrations and applications set forth on Schedule A attached hereto (hereinafter the "Marks").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Marks and the goodwill associated with the Marks to Assignee.

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith from Assignor.

WHEREAS, Assignee is a successor to that portion of the business of Assignor to which the Marks pertain, and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks for the United States and throughout the world, together with the goodwill of the business associated therewith. This Assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

Assignor agrees to execute and deliver at the request of Assignee without further consideration, all documents, instruments and assignments that Assignee may require in order to effect and/or evidence all right, title and interest in and to the Marks in Assignee.

FLENTS PRODUCTS CO., INC.

By: *Mercedith Birritella*

Name: MEREDITH BIRRITELLA

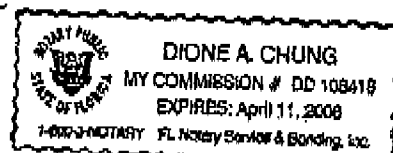
Title: CEO

STATE OF Florida)
)
COUNTY OF Dade) ss.

On this 5th day of June, 2003, before me appeared _____, the person who signed this instrument, who acknowledged that he signed it as a free act.

Produce Florida Direct Inc

Notary Public



#2808659\1

Schedule A
Registered Trademarks

| <u>Mark</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-----------------|----------------|-----------------|--------------------|
| AQUA DRY | U.S. | 2,269,822 | August 10, 1999 |
| BEAUTY BUFF | U.S. | 2,023,801 | December 17, 1996 |
| BEAUTY WEDGE | U.S. | 1,669,503 | December 24, 1991 |
| COLOR-MATE | U.S. | 2,038,818 | February 18, 1997 |
| COMFEES | U.S. | 1,726,880 | October 27, 1992 |
| COMFEES+ | U.S. | 2,056,591 | April 29, 1997 |
| DERMA-BUFF | U.S. | 2,171,160 | July 7, 1998 |
| FILTAIR | U.S. | 1,637,507 | March 12, 1991 |
| FLENTS | U.S. | 854,228 | August 6, 1968 |
| FLENTS | U.S. | 230,234 | July 19, 1927 |
| FLENTS AQUA DRY | U.S. | 2,350,614 | May 16, 2000 |
| FLEXIPLUG | U.S. | 1,012,695 | June 3, 1975 |
| MAXI-MASK | U.S. | 1,333,076 | April 30, 1985 |
| MEDI-BIN | U.S. | 2,468,957 | July 17, 2001 |
| OPTICO | U.S. | 1,611,051 | August 28, 1990 |
| OPTI-CORDS | U.S. | 2,126,191 | December 30, 1997 |
| OPTIMIST | U.S. | 1,714,929 | September 15, 1992 |
| PEACE & QUIET | U.S. | 1,079,769 | December 20, 1977 |
| PROTECH | U.S. | 1,557,801 | September 26, 1989 |
| QUIET! PLEASE | U.S. | 1,742,983 | December 29, 1992 |

QUIET-DOWN U.S. 1,534,155 April 11, 1989

Schedule A
Registered Trademarks (continued)

| <u>Mark</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---------------|----------------|-----------------|--------------------|
| REAL QUIET | U.S. | 2,443,052 | April 10, 2001 |
| SALON WEDGE | U.S. | 2,056,453 | April 22, 1997 |
| SEAL-RITE | U.S. | 1,528,075 | March 7, 1989 |
| SOF-LOOFAH | U.S. | 2,117,077 | November 25, 1997 |
| TOTAL BEAUTY | U.S. | 2,080,574 | July 22, 1997 |
| WIPE 'N CLEAR | U.S. | 2,624,587 | September 24, 2002 |
| COMFEES | Canada | TMA417,569 | October 1, 1993 |
| COMFEES+ | Canada | TMA459,954 | July 5, 1996 |
| COMFEES+ | Canada | TMA467,255 | December 6, 1996 |
| QUIET! PLEASE | Canada | TMA417,727 | October 1, 1993 |

Pending Applications

| <u>Mark</u> | <u>Country</u> | <u>Serial. No.</u> | <u>Filing Date</u> |
|----------------|----------------|--------------------|--------------------|
| BABY SOLUTIONS | U.S. | 78/241,057 | April 23, 2003 |
| STEALTH | U.S. | 75/069,976 | March 11, 1996 |