

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael J. Rutledge		10/28/2002	INDIVIDUAL: UNITED STATES
Kristine M. Schoenauer		10/28/2002	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Terrapin Companies
Street Address:	P.O. Box 40339
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93140
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1673818	LIKEN
Registration Number:	1873526	BETA-GINSENG
Registration Number:	2252255	PURE ESSENTIALS

CORRESPONDENCE DATA	
Fax Number:	(805)693-0735
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	805-693-0685
Email:	felixfischer@fischeriplaw.com
Correspondent Name:	Felix L. Fischer
Address Line 1:	1607 Mission Drive, Suite 204
Address Line 4:	Solvang, CALIFORNIA 93463

ATTORNEY DOCKET NUMBER:	E002 T03001
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NAME OF SUBMITTER:	Felix L. Fischer
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Total Attachments: 4

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**TRADEMARK
 REEL: 002873 FRAME: 0704**

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ASSIGNMENT

WHEREAS, MICHAEL J. RUTLEDGE and KRISTINE M. SCHOENAUER, individuals residing at 475 N. Sheridan Street, Corona, California, 91720 hereinafter referred to as the "Assignors" are the owners of the of the trademarks listed on Attachment A hereto, hereinafter the "Trademarks", for use in association with goods and services as identified on Attachment A, hereinafter "Goods and Services";

WHEREAS, the Assignors have duly licensed the Trademarks to Earth Science, Inc., a California corporation, for use in association with the Goods and Services and have retained all rights in the Trademarks with all benefits of use thereof inuring to the Assignors;

WHEREAS, Terrapin Companies, a California corporation having a business address of P.O. Box 40339, Santa Barbara, CA 93140, as buyer and Schoenauer Charitable Remainder Unitrust Number 1, Schoenauer Charitable Remainder Unitrust Number 2, , Rutledge Charitable Remainder Unitrust, and Earth Science, Inc., a California corporation, all having a business address c/o Earth Science, Inc., 475 N. Sheridan Street, Corona, CA 91720, jointly as Sellers have entered into that certain Purchase Agreement dated September 13, 2002 for purchase of certain assets by Terrapin Companies, including the rights Trademarks as defined therein;

WHEREAS, Terrapin Companies, hereinafter referred to as "Assignee", has acquired from Sellers all rights in and to the manufacture, marketing and sale of the Goods and Services previously conducted by the Sellers in the United States and desires to acquire the entire right, title and interest in and to said Trademark(s) and all goodwill associated therewith from the Assignors for use in association with the Goods and Services and any and all trademark registrations which may be granted thereon in the United States;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignors hereby sell, assign, transfer and convey to Assignee all right, title and interest in and to said Trademarks in the United States, including any registrations or applications for registration thereof with any divisions, substitutions, conversions, reissues, additions, renewals or extensions thereof, and including the right to sue for any past infringements thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this Assignment and transfer not been made.
2. Assignors hereby covenant, warrant and represent that they have not heretofore granted any license, right or privilege with respect to the Trademarks or any applications for registration or registrations thereof, or in any other way encumbered the same, except as defined herein, and that they have the full right to make this Assignment.
3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they will promptly execute all papers necessary or desirable to perfect ownership of the Trademarks or any applications for registration or registrations thereof, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting any application for registration, for use in any litigation or other proceedings involving the Trademarks or any applications for registration or registrations thereof, for refilling said applications, for filing of renewals or other applications which are deemed necessary or desirable by Assignee, or for the filing in foreign countries of applications for registration of the Trademarks.

4. The terms covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument this 28th day of October, 2002.

Michael J. Rutledge
MICHAEL J. RUTLEDGE

Kristine M. Schoenauer
KRISTINE M. SCHOENAUER

STATE OF CALIFORNIA)

COUNTY OF Orange)

) ss
)

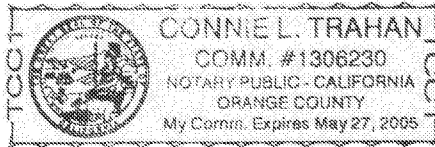
On Oct 28th 2002 before me, Connie L. Trahan, personally appeared, Michael J. Rutledge / Kristine M. Schoenauer, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the written instrument and acknowledged to me that he/she execute the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Connie L. Trahan

Notary Public

(SEAL)



ATTACHMENT "A"

EARTH SCIENCE

STATUS REPORT

Revised: September 20, 2002

Country	DKT NO.	MARK	SERIAL NO. & FILING DATE	REG. NO. & DATE	STATUS
US	06021	<i>LIKEN</i>	74/075,946 1/29/1990	1,673,818 1/28/1992	Revised Application for Renewal (Sections 8 and 9) filed with Trademark Office on January 19, 2002; Notice of Acceptance and Renewal received from Trademark Office dated March 25, 2002; <i>Renewal due January 28, 2012</i>
US	06530	<i>CHAMOCONDITION</i>	74/209,324 10/3/1991	1,880,317 2/28/1995	Combined Declaration under Section 8 & 15 filed with Trademark Office on February 5, 2001; Notice of Acceptance and Acknowledgement received from Trademark Office dated May 7, 2001; <i>Renewal due February 28, 2005</i>
US	06531	<i>CHAMOPURE</i>	74/209,305 10/3/1991	1,880,318 2/28/1995	Combined Declaration under Section 8 & 15 filed with Trademark Office on February 5, 2001; Notice of Acceptance and Acknowledgement received from Trademark Office dated May 7, 2001; <i>Renewal due February 28, 2005</i>
US	07397	<i>T-TREE</i>	74/457,374 11/8/1993	1,854,410 9/20/1994	Combined Declaration under Section 8 & 15 filed with Trademark Office on July 10, 2000; Notice of Acceptance and Acknowledgement received from Trademark Office dated October 17, 2000; <i>Renewal due September 20, 2004</i>
US	07398	<i>CELLAGEN</i>	74/455,951 11/9/1993	2,145,560 3/24/1998	<i>Declaration of Use due March 24, 2003; Renewal due March 24, 2008</i>
US	07399	<i>PLACENTAGEN</i>	74/455,952 11/9/1993	1,864,490 11/29/1994	Declaration under Sections 8 & 15 filed with Trademark Office on February 23, 2000; <i>Renewal due November 29, 2004</i>
US	07401	<i>SPA ESSENTIALS</i>	74/455,785 11/9/1993	1,918,668 9/12/1995	Combined Declaration under Sections 8 & 15 filed with Trademark Office on August 28, 2001; Notice of Acceptance and Acknowledgement received from Trademark Office dated September 21, 2001; <i>Renewal due September 12, 2005</i>
US	07795	<i>BETA-GINSENG</i>	74/478,229 1/10/1994	1,873,526 1/17/1995	Combined Declaration under Sections 8 & 15 filed with Trademark Office on February 5, 2001; Notice of Acceptance and Acknowledgement received from Trademark Office dated May 7, 2001; <i>Renewal due January 17, 2005</i>

ATTACHMENT "A"

**EARTH SCIENCE
STATUS REPORT**

Revised: September 20, 2002

Country	DKT NO.	MARK	SERIAL NO. & FILING DATE	REG. NO. & DATE	STATUS
US	08911	GELASTIC	74/717,552 8/18/1995	2,024,697 12/17/1996	Declaration of Use due December 17, 2002; Renewal due December 17, 2006 FILE CLOSED
US	09028	SERIOUS SKIN CARE			
US	09208	PURE ESSENTIALS	95/043,035 1/16/1996	2,252,255 6/15/1999	Declaration of Use due June 15, 2005; Renewal due June 15, 2009 FILE CLOSED
US	09387	EARTH SCIENCE	4/1/1996	176826 6/10/1998	Declaration of Use in European Community due June 10, 2003; Renewal due April 1, 2006 FILE CLOSED
US	09458	PURE BOTANICS			
US	11229	MINT TINGLE	75/614,680 12/29/1998	2,294,535 11/23/1999	Declaration of Use due November 23, 2005; Renewal due November 23, 2009 FILE CLOSED
US	10311	OUCH OINTMENT	75/385,114 9/16/1997	2,233,747 4/13/1999	Declaration of Use due April 13, 2005; Renewal due April 13, 2009 FILE CLOSED
US	10704	SPIDER VEIN	75/455,131 3/23/1998	2,294,822 11/23/1999	Declaration of Use due November 23, 2005; Renewal due November 23, 2009 FILE CLOSED
US	10705	ACHE AND PAIN MASSAGE BALM			
US	10706	FIRE BREAK P.O. 329765	75/455,133 3/23/1998	2,355,931 6/6/2000	Declaration of Use due June 6, 2006; Renewal due June 6, 2010 FILE CLOSED