

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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
Randall International	Randall Products International	12/31/2000	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Randall International LLC
Street Address:	2885 Loker Avenue East
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2155643	OCEAN SPA
Registration Number:	2845129	KID'S DEFENSE
Registration Number:	2845128	SPECTATOR'S DEFENSE
Registration Number:	2845113	ALL SPORTS DEFENSE
Registration Number:	2407254	TENNIS DEFENSE
Registration Number:	2356082	PLAYER'S DEFENSE
Registration Number:	2257846	SUN DEFENSE
Registration Number:	2261347	WINDOWS
Registration Number:	2213234	SPA FRESH
Registration Number:	2409272	TEA AND ICE
Registration Number:	2273043	ONE-ROUNDER
Registration Number:	2304623	S'KID'S
Registration Number:	2196583	INN AMERICA
Registration Number:	2181328	SACRED EARTH
Registration Number:	2244892	SPA HAWAII

OP \$790.00 2155643

Registration Number:	2191314	BEACH SPA
Registration Number:	2231073	SUNDAB
Registration Number:	2179061	TRAVEL AMERICA
Registration Number:	2240929	BUBBLE BATH FLEET
Registration Number:	1949001	GOLFER'S DEFENSE
Registration Number:	2144968	CAPTAIN KID
Registration Number:	2355462	AMERICA'S HOME SPA
Registration Number:	1993834	SPA AMERICA
Registration Number:	2449243	SKIERS DEFENSE
Serial Number:	76451146	SPATIQUE
Serial Number:	76518805	MAKERS OF PREFERRED PERSONAL CARE PRODUCTS
Registration Number:	2589839	FROM SOMEONE WHO KNOWS
Registration Number:	2526107	TANGIERS
Registration Number:	2526310	THE SPA CLINIC
Registration Number:	2450200	MILITARY DEFENSE
Serial Number:	75846949	LIP DEFENSE

**CORRESPONDENCE DATA**

Fax Number: (619)645-5380  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: khoffman@luce.com  
Correspondent Name: Katherine M. Hoffman  
Address Line 1: 600 West Broadway Suite 2600  
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	32334-2
NAME OF SUBMITTER:	Katherine M. Hoffman
Total Attachments: 1 source=Randall International - Bill of Sale and Assignment#page1.tif	

**BILL OF SALE AND ASSIGNMENT**

This **BILL OF SALE AND ASSIGNMENT**, dated as of December 31, 2000 ("Effective Date"), is executed and delivered by Randall International, a California corporation ("Assignor"), to Randall International LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Concurrently with the execution and delivery hereof, Assignor is assigning to Assignee all of its rights, benefits and obligations in and to all tangible and intangible assets listed on Exhibit "A" hereto and all other assets owned by Assignor (collectively, the "Assets").

B. Assignee is taking the Assets subject to all liens thereon and also assumes all liabilities of Assignor (whether liquidated, off-balance sheet, contingent or otherwise) (collectively, the "Liabilities"), including but not limited to those set forth in Exhibit "B" hereto.


NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, Assignor hereby **ASSIGNS, TRANSFERS, SETS OVER, CONVEYS and DELIVERS** to Assignee all of Assignor's right, title and interest in and to all of the Assets, and Assignee hereby takes such Assets "as is", without representation or warranty by Assignor, and subject to all liens thereon and also assumes all Liabilities of Assignor. Assignee agrees to indemnify, defend and hold Assignor harmless against any claims, damages or losses made against or incurred by Assignee with respect to the Assets, the Liabilities or the business and affairs of Assignee conducted by Assignor prior to the Effective Date and by Assignee thereafter.

This Bill of Sale and Assignment and the provisions herein contained will be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Recitals A and B are hereby incorporated into this Bill of Sale and Assignment by this reference.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Bill of Sale and Assignment to be executed as of the date first set forth above.

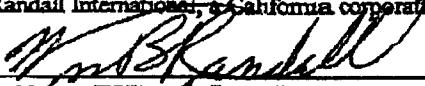
**ASSIGNOR:**

Randall International, a California corporation

By:   
Name: William B. Randall  
Title: President and CEO

**ASSIGNEE:**

Randall International LLC, a Delaware limited liability company

By: Randall International, a California corporation  
By:   
Name: William B. Randall  
Title: President and CEO