

01-30-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

102657686

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.

1. Name of conveying party(ies):

R.P. Scherer Corporation

1-26-04

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/2003

2. Name and address of receiving party(ies)

Name: Amcol Health & Beauty Solutions,

Internal Address: Incorporated

Street Address: 1500 W. Shure Dr.

City: Arlington Hts. State: IL Zip: 60004-1434

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1211149

Additional number(s) attached Yes No

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

Name: Sean C. Fifield

Internal Address: Lord, Bissell & Brook

Street Address: 115 S. LaSalle St.

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

OPR/FINANCE JAN 26 AM 8:23

DO NOT USE THIS SPACE

9. Signature.

Sean C. Fifield

Name of Person Signing

Signature

January 22, 2004

Date

4

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/29/2004 LMUELLER 00000130 1211149

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40.00 OP

TRADEMARK REEL: 002905 FRAME: 0591

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made on December 31, 2003, (this "Assignment") by Cardinal Health 409, Inc. (f/k/a R.P. Scherer Corporation) and Cardinal Health 403, Inc. (f/k/a Enhanced Derm Technologies, Inc.), each a Delaware corporation with offices at 7000 Cardinal Place, Dublin, Ohio (collectively "Cardinal"), to Amcol Health & Beauty Solutions, Incorporated, a Delaware corporation with offices at 1500 West Shure Drive, Arlington Heights, Illinois ("Assignee").

WHEREAS, Cardinal has adopted, owns and is using the United States and foreign trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Schedule A attached hereto and made a part hereof (the "Trademarks") and is the owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Cardinal and Assignee have entered into that certain Asset Purchase Agreement dated December 31, 2003, providing for the purchase by of certain assets of Cardinal, including the Trademarks,

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Cardinal hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to Cardinal through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized by thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Cardinal agrees that it will make no further use of the Trademarks except pursuant to licenses granted by Assignee.

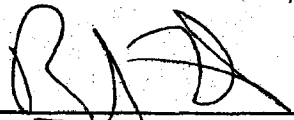
3. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Cardinal if this Assignment had not been made. Without limitation to the foregoing, Cardinal assigns with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past,

present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

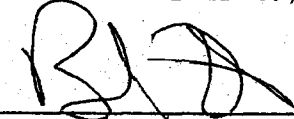
4. This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Delaware, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

CARDINAL HEALTH 409, INC.

By: 
Brendan A. Ford
Executive Vice President - Corporate Development

CARDINAL HEALTH 403, INC.

By: 
Brendan A. Ford
Executive Vice President - Corporate Development

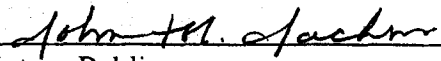
STATE OF OHIO)
)
COUNTY OF FRANKLIN)

I, John M. Jackson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Brendan A. Ford, that he is the Executive Vice President - Corporate Development of Cardinal Health 409, Inc. and Cardinal Health 403, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of December, 2003.



JOHN MICHAEL JACKSON
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

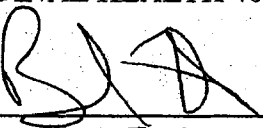
My Commission Expires:

present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

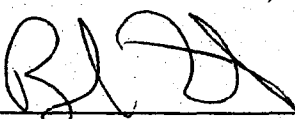
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CARDINAL HEALTH 403, INC.

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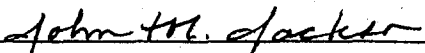
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IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of December, 2003.



JOHN MICHAEL JACKSON
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

My Commission Expires:

**SCHEDULE A
TRADEMARKS**

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Class
Australia	POLYTRAP	A375235	05/07/82	375235	05/07/82	001
Canada	POLYTRAP	489139	06/25/82	284921	11/10/83	001
Denmark	POLYTRAP	564884	10/15/84	014031986	06/13/86	001
France	POLYTRAP	023185907	09/27/02	023185904	10/31/02	001
Germany	POLYTRAP	32574/1	08/07/82	1054970	08/07/82	001
Italy	POLYTRAP	20949	09/10/82	408599	03/03/86	001
Japan	POLYTRAP	71965/82	08/14/82	1752867	03/25/85	001
Switzerland	POLYTRAP	52393/2003	07/09/03			001
United Kingdom	POLYTRAP	1174500	05/06/82	B1174500	05/06/89	001
US	POLYTRAP	73/277,790	09/15/80	1211149	10/05/82	001
Canada	POLYTRAP FLM	504490	06/01/83	303665	06/14/85	001
Denmark	POLYTRAP FLM	564984	10/15/84	015871986	07/04/86	001
Canada	POLYTRAP SMP	504489	12/21/94	298275	12/21/84	001