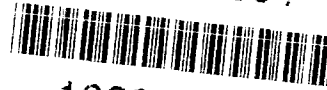


3/1/04

03-03-2004



Docket No.:

104.1008

Tab settings

102682800

Send original documents or copy thereof.

To the Director of the United States Patent and Trademark Office

1. Name of conveying party(ies):

Paule Stiefler

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 02/05/2004

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

Name: Donell, Inc.

Internal Address: Suite 1214

Street Address: 501 5th Avenue

City: New York State: NY ZIP: 10017

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2107838

Additional numbers Yes No

OPR/FINANCE
2004 MAR -1 AM 7:05

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

Name: Davidson, Davidson & Kappel, LLC

Internal Address: 14th Floor

03/02/2004 DBYRNE 00000054 2107838

01 FC:8521 40.00 DP

Street Address: 485 Seventh Avenue

City: New York State: NY ZIP: 10018

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:

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.

Leslye B. Davidson

Name of Person Signing

Signature

February 27, 2004

Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002923 FRAME: 0042

ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment effective as and from , 2004, from The S.F. GROUP, INC., a corporation organized and existing under the laws of the State of Colorado, whose address is 533 Bogart Lane, Suite E, Grand Junction, Colorado 81505 and Paule Stiefler, 635 Carlsbad Drive, Grand Junction, Colorado 81503 (hereinafter the "Assignor"), to DONELL, INC., a corporation organized and existing under the laws of the State of Delaware, whose address is 501 Fifth Avenue, Suite 1214, New York, New York 10017(hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks and the registrations in the United States Patent and Trademark Office therefor, as set forth on Schedule A annexed hereto, and made a part hereof, and in and to the goodwill of the business relating thereto;

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the trademarks set forth or identified above, together with the goodwill of the business appertaining to and symbolized by said trademarks, and wishes also to acquire all right, title and interest in and to the registrations for said trademarks;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid trademarks and any and all registrations therefor, including without limitation, the registrations identified herein, together with the right to sue for and recover for the past infringements thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby.

The Assignor binds itself, as well as its successors, assigns and legal representatives, to execute and deliver to the Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by the Assignee, its successors and assigns, to vest or perfect in Assignee, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States Patent and Trademark Office.

The Assignor further covenants and agrees that it will at any time upon request communicate to the Assignee, its successors and assigns, any facts relating to the aforesaid trademarks and the history thereof, known to the Assignor or to its successors, assigns and legal representatives, and the Assignor will testify as to the same in any opposition, cancellation or other litigation when requested to do so by the Assignee, its successors or assigns.

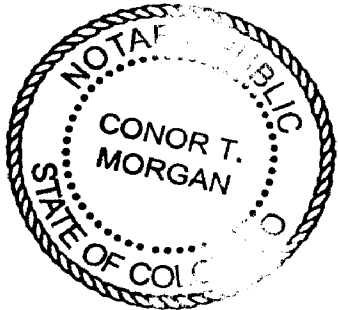
5th In witness whereof, the Assignor has hereunto executed this instrument this day of February 2004.

On Behalf of herself and
The S.F. GROUP, INC.

By: *Paule Stiefler*
Paule Stiefler
Title: CEO

STATE OF COLORADO)
 : ss
COUNTY OF Mecon)

On this 5th day of February, 2004, before me personally appeared Paule Stiefler, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the purpose therein set forth.



C-2114
NOTARY PUBLIC

My Commission expires: 5/9/07

SCHEDULE A

Mark	Registration Number
DURASIL	2107838
K-DERM CREAM	2108007
MIRACLE C-GEL	2209786
SUPER-SKIN	2239767
SUPERBSKIN	2386553