

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Medtech Laboratories, Inc.
and Medtedh Consumer Products I, LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) March 1, 2001

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Medtech IP L.L.C.

Internal Address: _____

Street Address: 3510 N. Lake Creek Dr.

City: Wilson

State: Wyoming

Country: US Zip: 38001

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0,047,467;
0,740,850

Additional sheet(s) attached? Yes No

5. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CLOVERLINE
COMPOZ

6. Name & address of party to whom correspondence concerning document should be mailed:

Name: Micheline Kelly Johnson

Internal Address: _____

Street Address: 1800 Republic Centre
633 Chestnut Street

City: Chattanooga

State: Tennessee Zip: 37450-1800

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-1629
Authorized User Name Elaine Chomyn

9. Signature: Micheline Kelly Johnson / Elaine Chomyn August 16, 2004
(Signature with permission) Date

Micheline Kelly Johnson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of March 1, 2001, and is made from Medtech Laboratories, Inc., a Wyoming Corporation, and Medtech Consumer Products I, L.L.C., a Wyoming limited liability company (collectively, "Assignors") on the one hand, to Medtech IP L.L.C., a Delaware limited liability company ("Assignee") on the other hand.

WITNESSETH

WHEREAS, Assignors have adopted and used in commerce the Marks as set forth in Schedule A attached hereto; and

WHEREAS, pursuant to the Limited Liability Company Agreement dated as of March 1, 2001, Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors assign to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Marks Assignment will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

Assignors shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of them by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment.

Assignors hereby covenants that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreements inconsistent herewith.

This Marks Assignment may be signed in multiple counterparts, each of which together shall constitute one instrument.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this
Me ks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.

By: [Signature]
Title: CEO

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: [Signature]
Title: CEO

ASSIGNEE:

MEDTECH IP L.L.C.

By: _____
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this
Marks Assignment under seal as of the date first set forth above.

ASSIGNORS:

MEDTECH LABORATORIES, INC.


By: _____
Title:

MEDTECH CONSUMER PRODUCTS I,
L.L.C.

By: _____
Title:

ASSIGNEE:

MEDTECH IP L.L.C.

By:  _____
Title:

SCHEDULE A

"Marks" means and includes all trademarks, service marks, trade names, and brand and source identifiers of any type or nature, however embodied or recorded, which have been used in commerce, or have been developed to be used, in association with the Transferred Assets as such term is defined in the Limited Liability Company Agreement dated March 1, 2001, including without limitation the following:

Medtech Laboratories, Inc.
U.S. Trademark Registrations

Mark	Serial No.	Filed	Reg. No.	Reg. Date
CLOVERINE	3,138	26-Apr-1905	47,467	7-Nov-1905
COMPOZ	139,505	9-Mar-1962	740,850	20-Nov-1962
NEW-SKIN	74/295,027	17-Jul-1992	1,757,962	16-Mar-1993
NEW-SKIN & Design	336,365	9-Nov-1981	1,259,764	6-Dec-1983
STAYS ON WHERE BANDAGES FALL OFF	75/302,686	3-Jun-1997	2,236,154	30-Mar-1999
VACUUM GRIP	75/308,467	13-Jun-1997	2,263,559	20-Jul-1999

Medtech Laboratories, Inc.
Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
COMPOZ	Canada	277,213	8-Aug-1963	160,985	7-Feb-1969
COMPOZ	Puerto Rico			19,566.	4-Jun-1975
NEW-SKIN	Canada	720,686	15-Jan-1993	431,096	29-Jul-1994
NEW-SKIN	Greece	138,085	31-Aug-1998		Pending
NEW-SKIN	Japan	12,201/1998	18-Feb-1999	4,305,747	13-Aug-1999
NEW-SKIN	Mexico	155,128	24-Nov-1992	461,271	23-May-1994
NEW-SKIN	Venezuela	12606	10-Dec-1982	106,862-F	20-Feb-1984

TRADEMARK