

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDS Distribution, LLC		09/08/2004	LTD LIAB JT ST CO: TEXAS
RECEIVING PARTY DATA			
Name:	Bioderm, Inc.		
Street Address:	5630 Lake Mendota Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53705		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76377392	REJUVENA	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-745-5710		
Email:	docket@winstead.com		
Correspondent Name:	Sanford E. Warren, Jr.		
Address Line 1:	P. O. Box 50784		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	41773-K002US		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		
Total Attachments: 3			
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ASSIGNMENT

WHEREAS, JDS Distribution, LLC, a Texas limited liability company (hereinafter referred to as "ASSIGNOR"), having a principal place of business at 2912 West Pafford Street, Fort Worth, Texas 76110

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain Trademark application (hereinafter "Trademark") identified in Schedule "A" attached hereto; and

WHEREAS, Bioderm, Inc. ("ASSIGNEE"), a Wisconsin corporation, having a principal place of business at 5630 Lake Mendota Drive, Madison, Wisconsin 53705, is desirous of acquiring the worldwide right, title and interest in and to the Trademark;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment, all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the right to apply for and receive registrations of the Trademark throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

2. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademark that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent or ASSIGNOR.

EFFECTIVE this 8th day of September, 2004.

Agreed:

JDS DISTRIBUTION, LLC

By: Brenda Warren
Brenda Warren, President

Accepted:

BIODERM, INC.

By: Lorraine Meisner
Lorraine Meisner, President

SCHEDULE A

TO THE ASSIGNMENT BY AND BETWEEN
JDS DISTRIBUTION, LLC (AS ASSIGNOR)
AND
BIODERM, INC. (AS ASSIGNEE)

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>FILE DATE</u>
REJUVENA	United States	76/377,392	February 28, 2002

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