

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 IP L.L.C.

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

Citizenship (see guidelines) Delaware

Execution Date(s) February 6, 2004

Additional names of conveying parties attached? Yes No

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

Name: Medtech Products, Inc.

Internal Address: _____

Street Address: 90 North Broadway

City: Irvington

State: New York

Country: US Zip: 10533

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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; 0,236,101; 1,757,962;
2,263,559; 2,236,154

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
CLOVERLINE MOSCO VACUUM GRIP
COMPOZ NEW-SKIN STAYS ON WHERE BANDAGES FALL OFF

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

Name: Micheline Kelly Johnson

Internal Address: Baker, Donelson, Bearman
Caldwell & Berkowitz, P.C.

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: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

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 17, 2004
Signature with permission Date

Micheline Kelly Johnson
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$165.00 081629 0047467

ASSIGNMENT

THIS ASSIGNMENT is made and delivered by and from Medtech IP L.L.C., a Delaware limited liability company (the "Assignor"), to Medtech Products, Inc., a Delaware corporation ("Assignee"), pursuant to and in accordance with the terms and provisions of that certain License and Option Agreement dated as of March 1, 2001 (the "Agreement") by and between Assignor and Assignee. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

For and in consideration of the exercise price to be delivered to Assignor pursuant to Sections 5.3 of the Agreement in the event Licensor's Option or Licensee's Option is exercised and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does now hereby grant, bargain, sell, transfer, exchange, assign, convey and deliver unto Assignee, its successors and assigns, to have and to hold from this day forward, all legal and beneficial right, title and interest in and to the Product Intellectual Property as defined in Exhibit A hereto, subject to the terms and conditions contained in the Agreement.

Subject to the terms and conditions of the Agreement, each of the parties hereto will use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective the assignment of the Product Intellectual Property. From time to time after the date hereof, Assignor will, at Assignor's expense, execute and deliver such instruments and documents to Assignee, as Assignee may reasonably request, in order to more effectively vest in Assignee good title to the Product Intellectual Property.

All of the representations and warranties of Assignor set forth in the Agreement regarding the Product Intellectual Property are incorporated herein by reference in their entirety, to the same extent and with the same limitations as set forth in the Agreement. Assignor represents and warrants that (i) the title to the Product Intellectual Property conveyed is good and marketable, (ii) its transfer is rightfully made and (iii) that Assignor will warrant and defend same against the lawful claims and demands of all persons whomsoever.

This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. This instrument shall be effective as of the transfer of all of the Product Intellectual Property as of the Product Sale Closing.

This Assignment may be signed in multiple counterparts, all of which together shall constitute one instrument. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

Assignment Signature Page

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Assignment as of the 6th day of February, 2004.

MEDTECH IP L.L.C.

By: 

Name: James L. O'Hara

Title:

Exhibit A

"Products" shall mean the products bearing the trademarks set forth in this Exhibit A, as such products have been manufactured, packaged, and distributed by and on behalf of Assignee during the term of the Agreement.

"Product Intellectual Property" shall mean with respect to the Products, or to tangible materials related to the manufacture, distribution and/or sale thereof: (i) all Licensor's trade name, trademark or service mark interests therein, including without limitation those set forth on this Exhibit A below, including all goodwill associated therewith; (ii) all of Licensor's copyright interests therein; (iii) all of Licensor's trade secrets, proprietary information and other confidential information therein; (iv) all of Licensor's know-how and expertise therein; (v) all of Licensor's patent interests therein; (vi) all of Licensor's inventions therein, whether or not patentable; (vii) all of Licensor's other Product Intellectual Property and other related proprietary rights or interests therein, whether owned by Licensor or licensed by Licensor from third parties. "Product Intellectual Property" shall include without limitation the rights set forth above in existence at any time during the Term, and as set forth in this Exhibit A below.

U.S. Trademark Registrations

Mark	Serial No.	Filed	Reg. No.	Reg. Date
CLOVERINE	71/003,138	26-Apr-1905	47,467	7-Nov-1905
COMPOZ	71/139,505	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 STAYS ON WHERE BANDAGES FALL OFF	73/336,365	9-Nov-1981	1,259,764	6-Dec-1983
	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
MOSCO	71/252,483	23-Jul-1927	0,236,101	06-Dec-2007

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	H10-012201	18-Feb-1998	4,305,747	13-Aug-1999

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