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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RAGING CREATIONS, LTD.

- Individual(s) Association General Partnership Limited Partnership Corporation-Country Canada 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: 02/06/2004

2. Name and address of receiving party(ies)

Name: K.I.P. HOLDINGS, LTD. Internal Address: 202-911 Yates Street Street Address: Victoria, B.C. V8W 2R9, Canada City: State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-Country Canada 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) 78/171,767 78/281,763; 76/566,620;

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: KRAMER & AMADO, P.C.

Internal Address: Suite 1101

Street Address: 2001 Jefferson Davis Highway

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0578

DO NOT USE THIS SPACE

9. Signature.

Arlir M. Amado, Reg. No. 51,399 Name of Person Signing

Signature

Date 04/07/2004

04/07/2004 BYRNE 00000009 78171767

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

01 FC:8521 02 FC:8522

40.00 OP 50.00 OP

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

0010343740 0010343740 04/07/2004 BYRNE 00000009 78171767 \$30.00 DR

TRADEMARK REEL: 002945 FRAME: 0097

## **ASSIGNMENT OF TRADE MARK**

**BETWEEN:**

**RAGING CREATIONS LTD.  
240-1555 McKenzie Avenue  
Victoria, B.C., V8N 1A4  
(the "Assignor")**

**AND**

**K.I.P. HOLDINGS LTD.  
202-911 Yates Street  
Victoria, B.C., V8W 2R9  
(the "Assignee")**

**WHEREAS**

- A. The Assignor and the Assignee are companies duly incorporated under the laws of the province of British Columbia, Canada; and**
- B. the Assignor has agreed to assign its trademarks and other intellectual property rights to the Assignee, and the Assignee has agreed to grant the Assignor a license to use such trademarks;**

**NOW THEREFORE for the sum of ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:**

- 1. The Assignor does hereby sell, assign and transfer unto the said Assignee all its right, title and interest in and to the following trademarks:**
  - a. The trademark "ZENMED" allowed by the Canadian Intellectual Property Office under application number 1145118 on October 24, 2004, and filed in the United States Patent and Trademark Office October 7, 2002 under serial number 78171767;**

**Trademark assignment.rtf  
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- b. The trademark "DERMA CLEANSE" filed in the United States Patent and Trademark Office on July 31, 2003 under serial number 78281763;
- c. The trademark "CLARISENSE" filed in the United States Patent and Trademark Office on December 19, 2003 under serial number 76566620;
- d. The trademark "VALENTRA", used in Canada and the United States but not yet filed

(collectively, the "Trademarks").

2. The Assignee grants to the Assignor a limited, nonexclusive, royalty-free license to use, reproduce and display the Trademarks.
3. The Assignor's use of the Trademarks will not create any right, title or interest therein, and all intellectual property rights of the Assignee in its Trademarks will remain the sole property of the Assignee and no part thereof will be deemed to be assigned or licenced to the Assignor except
  - a. as explicitly provided herein; or
  - b. by the prior written consent of the Assignee.

4. The Assignor will not contest the validity of any of the intellectual property rights of the Assignee or the Assignee's exclusive ownership of them;
5. Neither party may assign its rights under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.
6. The sale of all or substantially all of the shares or assets of a party will be considered an assignment.
7. The Assignor will acknowledge the Assignee's ownership of the Trademarks when the Assignor uses the Trademarks.
8. The Assignee will not alter the character or quality of the products sold in connection with the Trademarks without the express written consent of the Assignor.

IN WITNESS WHEREOF the parties have set their hands and seals this 6<sup>th</sup> day of February, 2004.

RAGING CREATIONS LTD.

per:

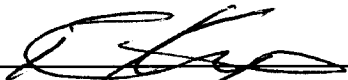


Authorized Signatory [print name below]

ROBERT KEMP

K.I.P. HOLDINGS LTD.

per:



Authorized Signatory

ROBERT KEMP

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