

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtech IP L.L.C.		02/06/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Medtech Products, Inc.
Street Address:	90 North Broadway
City:	Irvington
State/Country:	NEW YORK
Postal Code:	10533
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	0755836	PERCOGESIC

CORRESPONDENCE DATA	
Fax Number:	(423)752-9577
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423 209-4103
Email:	echomyn@bakerdonelson.com
Correspondent Name:	Micheline Kelly Johnson
Address Line 1:	1800 Republic Centre, 633 Chestnut St.
Address Line 2:	Baker, Donelson, Bearman, Caldwell
Address Line 4:	Chattanooga, TENNESSEE 37450-1800

ATTORNEY DOCKET NUMBER:	2016563-000013
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NAME OF SUBMITTER:	Micheline Kelly Johnson, Attorney
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Total Attachments: 3 source=Percogesic#page1.tif source=Percogesic#page2.tif source=Percogesic#page3.tif

OP \$40.00 0755836

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 to 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.

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 II L.L.C.

By: _____

Name: James L. d'Hara

Title: _____

EXHIBIT A

U.S. and Foreign Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date
PERCOGESIC	Canada	363,072	6-Apr-1973	197,499	15-Feb-1974
PERCOGESIC	United States	72/160,701	15-Jan-1963	755,836	3-Sep-1963
PERGOGESIC	Costa Rica			57383	5-May-1980
PERCOGESIC	Panama		11-Sept-1973	044854	6-May-1988
PERCOGESIC	Dominican Republic			33,449	18-Feb-1982
PERCOGESIC	Jamaica			16,381	25-Sept-1974
EZO	Canada	254,111	26-Nov-1959	154,380	1-Dec-1967