

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westport Labs, Inc.		10/07/2004	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	GFW, Inc.		
Street Address:	Route 1, Box 705		
City:	Keytesville		
State/Country:	MISSOURI		
Postal Code:	65261		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1848456	TOPICARE	
Registration Number:	1937302	TOPICARE	
CORRESPONDENCE DATA			
Fax Number:	(314)612-2323		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 621-5070		
Email:	gashbrook@armstrongteasdale.com		
Correspondent Name:	Andrew B. Mayfield		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		
NAME OF SUBMITTER:	Andrew B. Mayfield		
Signature:	/ABM-ATLLP/		
Date:	03/23/2005		

CH \$65.00 1848456

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into this 7th day of ~~July~~ ^{October}, ~~2004~~ ²⁰⁰⁴, by and between Westport Labs, Inc., a Missouri corporation, hereinafter referred to as "Seller", and GFW, Inc., a Missouri corporation, hereinafter referred to as "Buyer".

RECITALS

A. Seller is a wholesale manufacturer and distributor of certain personal care products, a specific list of said products is listed within Exhibit ~~A~~ ^{B WR A} and collectively known as "Topicare Products" (the "Business").

B. Pursuant to the terms and conditions hereinafter set forth, Buyer desires to purchase certain assets from Seller, and Seller desires to sell certain assets to Buyer related to the distribution of the products collectively known as "Topicare Products".

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

EXTRACTED

REDACTED

ARTICLE II

TERMS OF SALE

On the Closing Date, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to the Assets shown on Exhibit A. In addition to the Assets listed in Exhibit A, Seller agrees to assign and transfer to Buyer the entire right, title and interest in and to the trademarks and the good will of the business in connection with which the trademark is associated and with the products listed on Exhibit ^{B^{NA}} C. Notwithstanding any other provision hereunder or any other agreement of the parties related hereto, for the eight-year period following closing contemplated in Article VII hereof, (a) Buyer's rights to the Formulas shall be limited to those specified in Article VII, (b) Seller will be under no obligation to disclose the Formulas to Buyer, and (c) Buyer shall have no right to possession of or control over the Formulas.

2.01 Change of Name. Prior to the closing date, Seller shall file with the Missouri Secretary of State all forms necessary to cancel its fictitious name registration of "Topicare

Products” and cause the name “Topicare Products” to be available for use by Buyer. It is agreed and understood that Buyer will thereafter have all rights to the name “Topicare Products”.

2.02 Purchase Price. On the Closing Date, Buyer shall pay the Purchase Price for the assets being acquired by Buyer to Seller by cashier’s check or by wire transfer in immediately available funds to such account as Seller may designate.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED


REDACTED

REDACTED


REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

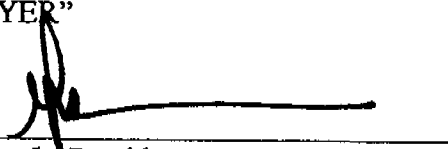
“SELLER”

BY: 
Its President

ATTEST:


Secretary

“BUYER”

BY: 
Its President

ATTEST

Dorothy J. Williams
Secretary

EXHIBIT A

ASSETS

1. All Current Sales Literature
2. Software programs for product listings, inventory, sales tracking, commissions and etc.
3. Show equipment such as banners and display racks.
4. All manuals and technical data sheets.
5. Formulas and manufacturing information (to be transferred according to contract.)
6. The name "TopiCare Products"
7. All product trademark names excluding "TopiCol, Scentaire, TheraSpa"
8. List of current customers contact personnel.

EXHIBIT B

PRODUCT LIST

Aloe ADE
TopiCare Spray Lotion
TopiCare Barrier Cream
TopiCare Protective Ointment
TopiCare Corn Starch Body Powder
TopiCare Thera Spa
TopiCare Selectaire Aromatic
TopiCare Selectaire Clean Breeze
TopiCare Selectaire Green Floral
TopiCare Half Bac
TopiCare TopiClean
TopiCare Hand & Body Wash
TopiCare Tango
TopiCare Non-Rinse Shampoo
TopiCare Alcohol Gel
TopiCare Perineal Spray Cleaner
TopiCare Perineal Plus
TopiCare TopiCream
TopiCare Clinicream
TopiCare Body Lotion
TopiSelect Barrier Cream
TopiSelect Body Shampoo
TopiSelect Cocoa Butter Lotion
TopiSelect Non-Rinse Shampoo
TopiSelect Lotion Soap
C-1 Pumps

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EXHIBT C

REDACTED