

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tiro Industries, LLC		03/14/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Outsourcing Services Group LLC
<b>Street Address:</b>	50 Tice Boulevard
<b>City:</b>	Woodcliff Lake
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07677
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2752246	TIRO T
Registration Number:	2752245	TIRO
Registration Number:	2752244	T
Serial Number:	76405607	TIRO
Registration Number:	2449055	4 EVER COOL
Registration Number:	2474228	4 EVER STIFF
Registration Number:	2530338	4 EVER COOL
Serial Number:	75601762	CITRICINE
Registration Number:	2453689	4 EVER CLEAR
Registration Number:	2278198	4 EVER CLEAR
Registration Number:	2071248	100% PURE GOODNESS
Registration Number:	2009650	PROTEOGLUCOSEAL
Registration Number:	1992673	CITRA-IZE
Registration Number:	1992648	MANE SENSE

CH \$665.00 2752246

Registration Number:	1823550	4 EVER CLEAR
Registration Number:	1804029	PACIFIC SPA
Registration Number:	1931868	BODY ADVANTAGE
Registration Number:	1709085	BODY ELEMENTS
Registration Number:	1799908	CITRICE
Registration Number:	1865132	CITRA GLAZE
Registration Number:	1626572	CITRASEAL
Registration Number:	1521448	MANE TREATMENT
Registration Number:	1510612	M
Registration Number:	1424520	SEASOAPENTS
Registration Number:	1354826	SUNRANE
Registration Number:	1511435	PROTEOGLUCOSEAL

**CORRESPONDENCE DATA**

Fax Number: (212)806-2560  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-806-5400  
Email: afisher@stroock.com  
Correspondent Name: Heather L. Heft  
Address Line 1: 180 Maiden Lane  
Address Line 4: New York, NEW YORK 10038

NAME OF SUBMITTER:	Heather L. Heft
Signature:	/heather l. heft/
Date:	03/29/2005

**Total Attachments: 8**  
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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Tiro Industries, LLC, a Delaware limited liability company, located and doing business at 2507 Post Road, c/o Dailey Capital Management, L.P. Southport, CT 06890 (“Assignor”), is the owner of the trademarks and the record owner of the trademark registrations and applications set forth in the Schedule of Trademarks annexed hereto and made a part hereof, (hereinafter the “Trademarks”); and

WHEREAS, Outsourcing Services Group, LLC, a Delaware limited liability company, located and doing business at 50 Tice Boulevard, Woodcliff Lake, New Jersey (“Assignee”), is desirous of acquiring all of the rights, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, and the portion of the business in connection with any intent-to-use trademark applications; and

NOW THEREFORE, pursuant to an Asset Purchase Agreement, dated as of January 14, 2005, by and among Assignee, Nadeon LLC, a Delaware limited liability company, Assignor and Tiro Acquisition LLC, a Delaware limited liability company, and in consideration of good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, all trademark registrations and applications therefor, and the portion of the business in connection with any intent-to-use trademark applications; and

Assignor, does also hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

Assignor, further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

Assignor, further agrees to execute such additional documents as may be required in the United States and in states and countries foreign to the United States, to record Assignee as owner of the Trademarks and registrations and applications herein assigned; and

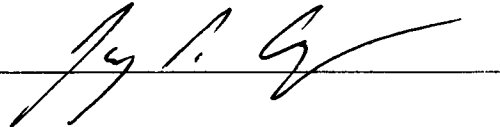
Assignor also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in and to, free and clear of any liens, charges and encumbrances, of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; that the Trademarks are valid, enforceable, and in good standing, except as otherwise indicated on the Schedule of Trademarks; that no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, except as otherwise indicated on the Schedule of Trademarks; that the Trademarks have not been adjudged invalid or unenforceable, in whole or

in part by any court of competent jurisdiction, except as otherwise indicated on the Schedule of Trademarks; nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit or cancel the validity, registrability or enforceability of any of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; that no action or proceeding is pending seeking to limit or cancel the validity of any of the Trademarks, except as otherwise indicated on the Schedule of Trademarks; and Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Trademarks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the 16th day of March, 2005.

Assignor:  
Tiro Industries, LLC

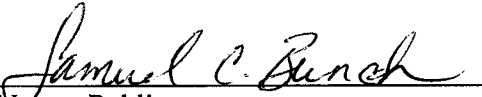
By: 

Title: Interim CEO

Date: \_\_\_\_\_

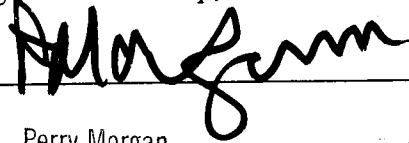
STATE OF New York  
COUNTY OF New York : ss.:

On the 14 day of March, 2005, before me personally came Assignor's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of Interim CEO of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.

  
Notary Public

**SAMUEL C. BUNCH**  
Notary Public, State Of New York  
No. 01-BU6069644  
Qualified In New York County  
Commission Expires 2/11/20 14

Assignee:  
Outsourcing Services Group, LLC

By: 

Title: Perry Morgan  
Executive Vice President, C.F.O.

Date: 3/15/05

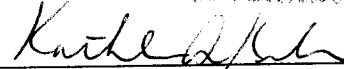
STATE OF NT,

: ss.:

COUNTY OF Bergen

On the 14<sup>th</sup> day of March, 2005, before me personally came Assignee's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of EVP, C.F.O. of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.

**KATHLEEN A. KERRER**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 6/24/2006

  
Notary Public

**SCHEDULE OF TRADEMARKS**

Marks owned by Tiro Industries LLC – United States

<b>Mark</b>	<b>App/Reg Number</b>	<b>Status</b>	<b>Other</b>
Personal Label	76/527,877	Pending	Not on Schedule Provided
Tiro T & Design	2,752,246	Registered – security interest by TransAmerica Business Capital*	
Tiro	2,752,245	Registered – security interest by TransAmerica	
T & Design	2,752,244	Registered – security interest by TransAmerica	
Tiro	76/405,607	Pending – security interest by TransAmerica	no ext filed by 11/25/04 deadline so likely abandoned
4 Ever Cool	2,449,055	Registered, security interest by TransAmerica	
4 Ever Stuff	2,474,228	Registered, security interest by TransAmerica	
4 Ever Cool	2,530,338	Registered, security interest by TransAmerica	
Citricine	75/601,762	Pending, security interest by TransAmerica	paper due 3/16/05
4 Ever Clear	2,453,689	Registered, security interest by TransAmerica	
4 Ever Clear	2,278,198	Registered, security interest by TransAmerica	
100% Pure Goodness	2,071,248	Registered, security interest by TransAmerica	
Proteoglucoseal	2,009,650	Registered, security interest by TransAmerica	
Citra-ize	1,992,673	Registered, security interest by TransAmerica	
Mane Sense	1,992,648	Registered, security interest by TransAmerica	
4 Ever Clear	1,823,550	Registered, security interest by TransAmerica	
Pacific Spa	1,804,029	Registered, security interest by TransAmerica	
Body Advantage	1,931,868	Registered, security interest by TransAmerica	
Body Elements	1,709,085	Registered, security interest by TransAmerica	
Citrice	1,799,908	Registered, security interest by TransAmerica	

\* Two Security Interests granted by Tiro LLC to TransAmerica Business Capital Corporation; one signed December 12, 2002, recorded December 17, 2002 at Reel 2637 Frame 0396 and one signed December 18, 2002 at Reel 2648 Frame 0052.

Mark	App/Reg Number	Status	Other
Citra glaze	1,865,132	Registered, security interest by TransAmerica	
Citraseal	1,626,572	Registered, security interest by TransAmerica	
Mane Treatment	1,521,448	Registered, security interest by TransAmerica	
M	1,510,612	Registered, security interest by TransAmerica	
Seasoapents	1,424,520	Registered, security interest by TransAmerica	
Sunrane	1,354,826	Registered, security interest by TransAmerica	Listed on Schedule by records show owned by R&W
Proteoglucoseal	1,511,435	Registered, security interest by TransAmerica	



Marks owned by Tiro Industries LLC – Foreign

Mark	Serial Number	County	Status	Other
Tiro	1152678	Canada	Pending	
T & Design	1149991	Canada	Pending	
4 Ever Cool	TMA 581720	Canada	Registered	
4 Ever Clear	TME 571682	Canada	Registered	
Mane Sense	TMA 496557	Canada	Registered	
Tiro & T & Design	1149992	Canada	Allowed	
4 Ever Stiff	TMA 570941	Canada	Registered	
Citricine	1013196	Canada	Pending	Response due by Jan 25, 2005 – so may be abandoned
4 Ever Clear	1008941	Canada	Pending	Not on schedule provided - Deadline status unclear
Citra-ize	TMA 496909	Canada	Registered	
100% Pure Goodness	TMA 525628	Canada	Registered	
M Design	TMA 425470	Canada	Registered	
Seasoapents & Design	TMA 373717	Canada	Registered	
Seasoapents & Design	1272075	UK	Registered	
T & Design	2937357	CTM	Withdrawn	Listed as active on schedule provided
Tiro	2933729	CTM	Registered	
Tiro	2934735	CTM	Withdrawn	Listed as active on schedule provided
4 Ever Clear	1153345	CTM	Registered	Tiro Industries Inc. is last reported owner
Body Elements	250589	CTM	Registered	Tiro Industries Inc. is last reported owner
Body Elements	750687	Taiwan	Registered	No diligence conducted

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Mark	Serial Number	County	Status	Other
	639809	CTM	Opposition Proceeding	Appears to be an opposition proceeding number; listed as trademark on schedule provided
	678005	CTM	Opposition Proceeding	Appears to be an opposition proceeding number; listed as trademark on schedule provided
	680514	CTM	Opposition Proceeding	Appears to be an opposition proceeding number; listed as trademark on schedule provided