

06-02-2005



S-26-05

RECORDATION I
TRADEMARKS 103012967

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):

Herbal Care Systems, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 23, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Twenty-First Century Laboratories
Internal _____ Inc.

Address: _____

Street Address: 2119 South Wilson Street

City: Tempe

State: Arizona

Country: United States Zip: 85282

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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)
2,937,419

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HERBAL CLEAR NATURALLY word mark

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

Name: James W. Armstrong

Internal Address: _____

Street Address: Sacks Tierney P.A.
4250 N. Drinkwater Blvd., 4th Floor

City: Scottsdale

State: Arizona Zip: 85251

Phone Number: (480) 425-2628

Fax Number: (480) 425-4928

Email Address: armstrong@sackstierney.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature: JWA

Signature

MAY 26, 2005
Date

James W. Armstrong

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

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TRADEMARK
REEL: 003169 FRAME: 0201

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered into this 23rd day of July, 2004, by and between Herbal Care Systems, Inc., an Arizona Corporation ("Assignor"), and Twenty-First Century Laboratories, Inc., an Arizona corporation ("Assignee").

RECITALS:

A. Assignor has adopted, used and is using "HERBAL CLEAR NATURALLY" as trademarks for personal care and hygiene products, namely, deodorants, antiperspirants, body and hair washes, hand and body lotions, and/or shampoos.

B. Assignor now desires to transfer and assign to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the HERBAL CLEAR NATURALLY trademarks, in whatever form they have been used, upon the terms set forth below.

ASSIGNMENT:

1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably and exclusively grant, convey, transfer and assign to Assignee all of Assignor's right, title and interest in and to (a) the HERBAL CLEAR NATURALLY trademark, (b) any and all logos, symbols, trade dress or designs used in conjunction with the HERBAL CLEAR NATURALLY trademark, (c) any and all state or federal registrations, including, without limitation, the registered trademark of HERBAL CLEAR NATURALLY bearing Serial No. 76/565220 , Registration No. 2937419, 04/05/2005, issued by the U.S. Patent and Trademark Office, and (e) the goodwill of the business symbolized by the HERBAL CLEAR NATURALLY trademark (collectively, the "Assigned Rights").

2. Assignor warrants and represents to Assignee that (a) Assignor is the exclusive owner of the Assigned Rights, (b) Assignor has not previously transferred, assigned, conveyed, pledged or licensed any or all of the Assigned Rights to any other person or entity, and (c) the Assigned Rights do not unlawfully infringe or dilute the trademark, trade name, trade dress, copyright or other intellectual property rights of any other person or entity.

3. The parties agree to execute any further documents and to perform any additional acts reasonably necessary to effectuate and implement the terms, conditions and purposes of this Assignment. Without limiting the generality of the foregoing, Assignor agrees, upon request, to execute any necessary documents and otherwise reasonably cooperate and assist Assignee in (a) securing, enforcing and defending Assignee's ownership of the Assigned Rights, and (b) obtaining and maintaining any federal or state registrations of the HERBAL CLEAR NATURALLY trademark.

4. No provision of this Assignment may be waived, modified or altered except in a writing executed by all of the parties affected or bound thereby. This Assignment is and shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties.

5. Each party warrants that it has the authority to enter into this Assignment, and that the person signing on its behalf is duly authorized to do so.

