

06-20-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

6-15-05

RECORD
TRA



103023782

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):

RUSSELL-NEWMAN, Ltd.

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

Citizenship (see guidelines) U.S. - TEXAS

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 20, 2005

- 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: HYGIENICS INDUSTRIES, Inc.

Internal

Address: _____

Street Address: 3968 194th Trail

City: MIAMI

State: FLORIDA

Country: U.S. Zip: 33160

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship U.S. - FLORIDA

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)

48993

Additional sheet(s) attached? Yes No

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

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

Name: MARK D. BOWEN

Internal Address: STEARNS, WEAVER, MILLER

Street Address: 200 E. BROWARD BLVD.
SUITE 1900

City: FORT LAUDERDALE

State: FLORIDA Zip: 33301

Phone Number: 954-462-9500

Fax Number: 954-462-9567

Email Address: mbowen@swmwas

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:

Mark D. Bowen

Signature

6/13/05

Date

MARK D. BOWEN, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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

06/17/2005 ECDOPER 00000203 48993

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(40.00 DP)

TRADEMARK
REEL: 003182 FRAME: 0598

ASSIGNMENT

WHEREAS, Russell-Newman, Ltd., a Limited Partnership organized under the laws of Texas, having an address of 600 North Loop 288, Denton, Texas 76209 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in and to U.S. Trademark Registration No. 48993 for the mark KLEINERT'S, registered in connection with dress shields (hereinafter the "Mark") together with all goodwill of the business symbolized by The Mark; and

WHEREAS, Hygienics Industries, Inc., a Pennsylvania corporation, having a place of business at 3968 194th Trail, Miami, Florida 33160 (hereinafter "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the Mark, and the goodwill of the business symbolized by the Mark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and its registration, together with (1) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

AND, FURTHER, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, that it has not executed, and will not execute, any instruments or agreements

