

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/16/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONOPCO Inc	FORMERLY Unilever Inc	06/16/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Advanced Micronic Devices Ltd
Street Address:	7302 Spruce Cir
City:	La Palma
State/Country:	CALIFORNIA
Postal Code:	90623
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0844199	FAICHNEY

CORRESPONDENCE DATA

Fax Number: (310)793-8740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-793-8844ext224
 Email: mpatel@mediaidinc.com
 Correspondent Name: Advanced Micronic Devices Ltd
 Address Line 1: 7302 Spruce Cir
 Address Line 4: La Palma, CALIFORNIA 90623

NAME OF SUBMITTER:	Mahesh Patel
Signature:	/mpatel/
Date:	12/16/2005

OP \$40.00 0844199

Total Attachments: 6

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TRADEMARK PURCHASE AND SALE AGREEMENT

This Agreement, made as of June 16th, 2003, between CONOPCO, INC. dba FAICHNEY MEDICAL COMPANY, a corporation organized under the laws of the State of New York, with offices located at 390 Park Avenue, New York, New York 10022 (herein referred to as "Seller"), and Advanced Micronic Devices Limited, an Indian corporation with a registered office in California at 7302 Spruce Circle, La Palma California (herein referred to as "Buyer"),

WITNESSETH THAT

WHEREAS, Seller is the owner of the U.S. trademark registration listed on Schedule A attached hereto, and;

WHEREAS, Buyer is desirous of acquiring the rights listed above owned by Seller for itself and Buyer's related or affiliated companies,

NOW THEREFORE

In consideration of the mutual covenants and promises contained herein, and the payment by Buyer of seventeen thousand five hundred dollars (\$17,500) in immediately available funds to an account designated by Seller (the "Purchase Price"), it is agreed as follows:


1. Seller shall assign to Buyer or its designee Seller's entire right, title and interest in the U.S. trademark registration for FAICHNEY identified on Schedule A, together with the goodwill of the business symbolized by the trademarks, if any (the "Trademark"). It is further understood and agreed that except for the Trademark, Seller and its affiliates shall retain all right, title and interest in all trademarks, trade names, trade dress, copyrights, domain names and other intellectual property of the Seller and its affiliates and nothing herein conveys upon Buyer any license to use any such intellectual property. For the purposes of this agreement, an affiliate of a party shall include any person controlled by, controlling or under common control with such person and in the case of Seller shall include Unilever N.V., Unilever PLC or any entity the majority of the voting equity of which is held by Unilever N.V., Unilever PLC or both of them together.
2. Attached hereto as Exhibit 1 and forming a part hereof is the U.S. Trademark Assignment.
3. Buyer will bear all legal costs incurred by Buyer or its affiliates incidental to this Agreement and recording of the trademark assignment referred to above.
4. Seller represents that it has full authority to enter into this Agreement and the trademark assignment to be delivered by Seller called for herein.

5. Seller represents and warrants that it is the owner of the trademark registration listed on Schedule A hereto, as the case may be, and that such registration is subsisting, unrevoked and uncanceled. Seller represents that to its knowledge there are no agreements or undertakings between Seller or its Affiliates and any third party involving the FAICHNEY trademark in the United States, as the case may be, to be assigned by Seller to Buyer hereunder.
6. Seller represents that to its knowledge there are no existing challenges, including oppositions or infringement actions, to the Trademark to be transferred by Seller hereunder by any third party in the United States. Seller represents that to its knowledge, no third party claims the right to use or is using the Trademark in the U.S. for the goods covered by the registrations listed on Schedule A.
7. Seller shall indemnify and hold Buyer and its affiliates, and the officers, directors, employees and agents of each of them (each a "Buyer Indemnified Party") harmless from claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) ("Losses") incurred by Buyer as a result of a breach by Seller of this Agreement, provided that the aggregate amount of Losses for which Seller shall indemnify the Buyer Indemnified Parties shall not exceed the Purchase Price (the "Cap") and provided further that a Buyer Indemnified Party shall not seek indemnification hereunder until Losses incurred by such party equal or exceed \$10,000, at which point only Losses in excess of \$10,000 are recoverable hereunder, subject to the Cap.
8. Buyer shall indemnify and hold Seller and its affiliates, and the officers, directors, employees and agents of each of them (each a "Seller Indemnified Party") harmless from claims, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by a Seller Indemnified Party as a result of the ownership or use by Buyer or its affiliates of the Trademarks or a breach by Buyer of this Agreement.
9. Upon execution of this Agreement and the payment of the Purchase Price, Seller shall promptly deliver to Buyer all registration and renewal certificates, or duplicates thereof, together with all non-privileged files, documents and agreements relating to the Trademarks to the extent such files, documents and agreements are in the possession of Seller.
10. This Agreement and all disputes or claims arising out of or relating to this Agreement or the transactions contemplated hereby (whether for breach of contract, tortious conduct or otherwise) shall be governed by the internal laws of the State of New York without giving effect to principles of conflict of laws thereof.

- 11. Each party irrevocably agrees that any legal action, suit or proceeding against either of them arising out of or in connection with this Agreement or the transactions contemplated hereby or disputes relating thereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Southern District of New York or, if such court does not have jurisdiction, the state courts of New York located within New York County, and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts *in personam*, with respect to any such action, suit or proceeding. Each of the parties hereto waives to the fullest extent permitted by law any right to trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any rights or remedies under, or arising in connection with or relating to, this Agreement.
- 12. This Agreement represents the entire agreement of the parties and shall inure to and be binding upon the parties hereto, their heirs, successors and assigns.
- 13. This Agreement may be executed in counterparts, each when taken together shall constitute one and the same instrument.

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

CONOPGO, INC. dba FAICHNEY MEDICAL COMPANY

By: 

Name: Mart Laius
Title: Vice President

ADVANCED MICRONIC DEVICES LIMITED

By: 

Name:
Title:

SCHEDULE A

TRADEMARK	REGISTRATION NO
FAICHNEY	844,199

ASSIGNMENT

WHEREAS, CONOPCO, INC. dba FAICHNEY MEDICAL COMPANY, a corporation organized under the laws of the State of New York, with offices located at 390 Park Avenue, New York, New York 10022 (hereinafter called "ASSIGNOR") is owner of the entire right, title and interest to the trademarks and the registrations therefor in the U.S. Patent and Trademark Office listed on the attached Schedule 1 (hereinafter called "TRADEMARK"), and

WHEREAS, ADVANCED MICRONIC DEVICES LIMITED, an Indian corporation with a registered office in California at 7302 Spruce Circle, La Palma California (hereinafter called "ASSIGNEE") is desirous of acquiring the TRADEMARK,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign to ASSIGNEE the ASSIGNOR'S entire right, title and interest in and to the TRADEMARK, together with the goodwill of the business connected with and symbolized by the TRADEMARK.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed on the 16th day of June, 2003.

CONOPCO, INC. dba FAICHNEY MEDICAL COMPANY.

By: 

Name:

Title:

SCHEDULE 1

TRADEMARK	REGISTRATION NO
FAICHNEY	844,199