

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (the "Assignment") is entered into as of January 26, 2006, by and between PRESUTTI INDUSTRIES, INC, an Illinois corporation ("Assignor"), and PRESUTTI LABORATORIES, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the following United States trademark registration (the "Trademark"):

| <u>Trademark</u> | <u>U.S. Registration Number</u> |
|------------------|---------------------------------|
| TINDAMAX | 3029927 |

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor, intending legally to be bound, hereby covenants and agrees as follows:

1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to and under the Trademark, together with the goodwill of the business in which the Trademark is used and which goodwill is symbolized by the Trademark, and including, without limitation, the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademark and to file and obtain renewals thereof; all said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Further Assurances. After the delivery of this Assignment, Assignor shall upon the reasonable request of Assignee execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Assignee's rights, title and interest in and to the Trademark acquired by the Assignee hereunder.

* * * The remainder of this page is left blank intentionally. * * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

PRESUTTI INDUSTRIES, INC.

By: [Signature]

Name: John E. Presutti

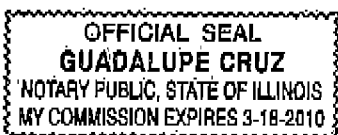
Title: President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26th day of JANUARY 2006 before me personally appeared John E. Presutti, to me personally known, who, being duly sworn, did say that he is the President of Assignor and that he duly executed the foregoing instrument for and on behalf of Assignor being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignor.

[Signature]
Notary Public

My commission expires: _____



PRESUTTI LABORATORIES, LLC

By: [Signature]

Name: John E. Presutti

Title: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26th day of JANUARY 2006 before me personally appeared John E. Presutti, to me personally known, who, being duly sworn, did say that he is the President of Assignee and that he duly executed the foregoing instrument for and on behalf of Assignee being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignee.

[Signature]
Notary Public

My commission expires: _____

