

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

ZILA SWAB TECHNOLOGIES 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)

- Assignment
- Security Agreement
- Other CORRECTIVE ASSIGNMENT (NAME CORRECTION)
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78733865

B. Trademark Registration No.(s)

2833791, 2580234

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: BRENDA PARSON

Internal Address:

Street Address: 5227 N. 7TH ST

City: PHOENIX

State: AZ Zip: 85014

Phone Number: 928 899-1231

Fax Number: 602 280-1216

Email Address: bparson@zila.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$NTE 100⁰⁰

- 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:

Brenda L. Parson
Signature

2/9/07
Date

BRENDA L. PARSON
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 78733865

TRADEMARK

REEL: 003480 FRAME: 0614

700310403

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of July 21, 2006 by and between Zila Swab Technologies, Inc., an Arizona corporation with offices located at 5227 North 7th Street, Phoenix, Arizona 85014 ("Assignor") in favor of Great Midwest Packaging, LLC, an Illinois limited liability corporation with offices located at 712 Anita Street, Antioch, Illinois ("Assignee").

Recitals

1. Assignor owns the entire right, title, and interest in and to the trademarks, service marks, and trade names listed on the attached Schedule A, whether registered or not, and all trademark applications pending ("Trademarks"), and
2. Assignor has agreed to assign and transfer its rights in the Trademarks, together with all of the goodwill associated therewith and symbolized thereby, including all common-law rights associated with the Trademarks by virtue of their use in commerce, to Assignee.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt and adequacy of which is hereby Acknowledged, Assignor assigns and delivers to Assignee, its successors, and assigns all of its rights in the Trademarks, and all of the goodwill associated therewith and symbolized thereby, including any and all rights to register, continue prosecution of and to renew the Trademarks, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

For the same consideration, ASSIGNOR hereby represents and warrants to ASSIGNEE, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, ASSIGNOR is the sole and lawful owner of the entire right, title and interest in and to the said Trademarks, and that the same are unencumbered and that ASSIGNOR has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

For the same consideration, ASSIGNOR does hereby assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Trademarks.

For the same consideration, ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, its successors, legal representatives and assigns, that ASSIGNOR will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Trademarks, without charge to ASSIGNEE, its successors, legal representatives and assigns, whenever counsel of ASSIGNEE, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Trademarks is lawful and desirable.

1897394.2

TRADEMARK

REEL: 003480 FRAME: 0615

ASSIGNOR hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

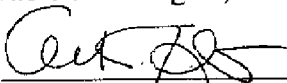
Gary A. Kendra, Esq. or
RADER, FISHMAN & GRAUER PLLC

and all practitioners at Customer Number 10291.

This Assignment is signed by the authorized representatives of the Assignor and Assignee as of this 18th day of October, 2006.

ASSIGNOR:

Zila Swab Technologies, Inc.

Name: 
Gary V. Klinefelter
Its: Vice President

On October 18th, 2006, before me, Francine F. Tarnow, personally appeared Gary V. Klinefelter, on behalf of Zila Swab Technologies, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



FRANCINE F. TARNOW
Notary Public - Arizona
Maricopa County
Expires 07/31/08



Notary Signature

SCHEDULE A

TRADEMARKS

Country	Mark	Application/Registration No.	Status
USA	GMP	2,833,791	Registered
USA	INNOVATIVE	2,580,243	Registered
USA	INNOVATIVE SWAB TECHNOLOGIES (stylized)	78/733,865	Application Pending

1897694.2

TRADEMARK

RECORDED: 02/09/2007

REEL: 003480 FRAME: 0617