

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spraytex, Inc.		07/21/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Osmegen Incorporated		
Street Address:	700 N. Fenwick Street		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18109		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2290955	SPRAYTEX	
Registration Number:	2295343	SPRAYTEX	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.363.4453		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Jenny L. Sheaffer		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	26313-73 (TRADEMARK)		
NAME OF SUBMITTER:	Jenny L. Sheaffer		
Signature:	/Jenny L. Sheaffer/		

OP \$65.00 2290955

Date:

07/26/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of July 21, 2010 (the "Effective Date"), and is entered into between Spraytex Inc., located at 23679 Calabasas Rd., #510, Calabasas, CA 91302 ("Assignor") and Osmegen Incorporated, with a business address at PO BOX 20426 Lehigh Valley, Pennsylvania 18002-48 ("Assignee").

Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations set forth below (collectively, the "Trademarks")

Country	Trademark No.	Serial No.	Registration Date	Mark
USA	2,290,955	75474738	11/09/1999	SPRAYTEX
USA	2,295,343	75474377	11/30/1999	SPRAYTEX (stylized)

and the goodwill associated with all of the foregoing; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with (1)

preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Date: July 21, 2010 Time: 3:15 PM X John R Woods
John R Woods
President of Spraytex, Inc.

State of California)

County of Los Angeles) SS:

On this the 21st day of July, 2010, John R Woods
personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL

[Signature]
NOTARY PUBLIC

