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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 10/27/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of Conveying Part(ies)
Oxyfresh USA, Inc.
10-27-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Washington
 Other:

name and address of receiving party(ies):
name: Oxyfresh Worldwide, Inc.
Internal Address: _____
Street Address: 12928 East Indiana Avenue
City: Spokane State: WA Zip: 99216

Additional name(s) of conveying party(ies) attached? Yes No

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:
 Assignment Security Agreement
 Merger Change of Name
 Other _____
Execution Date: October 26, 1999

(Designations must be a separate document from Assignment)
Additional names(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
Additional numbers attached: Yes No

B. Trademark Registration No.(s)
1,802,525
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George G. Grigel, Wells, St. John et al.
Internal Address: _____
Street Address: 601 West 1st Ave., #1300
City: Spokane State: WA Zip: 99201-3828

6. Total number of applications and registrations involved. 1

7. Total fee (37 CFR 3.41). \$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
23-0925
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
George G. Grigel _____
Name of Person Signing Signature Date Oct 27, 1999

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 3

OMB No. 0651-0011 (exp. 9/94)

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TRADEMARK ASSIGNMENT

WHEREAS, Oxyfresh USA, Inc., a Washington corporation, having an office at 12928 East Indiana Avenue, Spokane, Washington 99216, has adopted, used and is using the mark "BIOLASTIN" (hereinafter the mark), and has filed an application for federal registration, now U.S. Registration No. 1,802,525, and which issued on November 2, 1993; and

WHEREAS, Oxyfresh Worldwide, Inc., a Washington corporation having a principal place of business at 12928 East Indiana Avenue, Spokane, Washington 99216, is desirous of acquiring said mark and registration, and all rights contained therein,

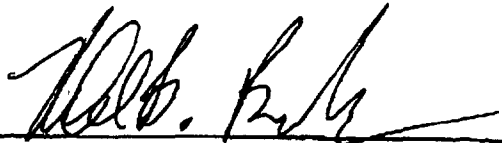
NOW, THEREFORE, for One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oxyfresh, USA, Inc. does now hereby irrevocably sell, assign, and transfer to Oxyfresh Worldwide, Inc., its successors, assigns, and legal representatives, its entire right, title and interest in and to the mark, "BIOLASTIN", together with the goodwill of the business symbolized by the mark and the above identified registration. This grant specifically includes, without limitation, all common law rights as may have been acquired by Oxyfresh USA., respecting such mark or terms confusingly similar thereto heretofore adopted or used by Oxyfresh USA, Inc., as well as the right to recover for any third party

OXY-USA, INC. A2710251733N

infringement thereof, regardless of whether such infringement occurred before or after the date of this assignment.

OXYFRESH USA, INC.

Dated: 10-26-99

By: 
Richard B. Brooke
President

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