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original documents or copy thereof

1. Name of Conveying Part(ies):
Oxyfresh USA, Inc.

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

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

3. Nature of conveyance:

Assignment Security Agreement
 Merger Change of Name
 Other _____

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Oxyfresh Worldwide, Inc.
Internal Address: _____
Street Address: E. 12928 Indiana Avenue
City: Spokane State: WA Zip: 99216

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

(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)
1,896,760

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 W. First Avenue, Suite 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

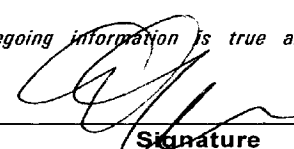
8. Deposit account number
23-0925

(Attach duplicate copy of this page if paying by deposit account)

07/06/2000 DCDATES 00000096 1896760 DO NOT USE THIS SPACE

9. Statement and Signature. 40.00 OF

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  Jan 7, 2000
Name of Person Signing Signature Date

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

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

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NUNC PRO TUNC ASSIGNMENT

WHEREAS, Oxyfresh USA, Inc., a corporation organized and existing under the laws of the state of Washington, has adopted and used and is the owner of record of the following trademark now registered in the U.S. Patent and Trademark Office:

"SKIN BARRIER", No. 1,896,760, Registered May 30, 1995.

WHEREAS, Oxyfresh Worldwide, Inc., a corporation organized and existing under the laws of the state of Washington, is desirous of confirming its acquisition of said registered trademark,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oxyfresh USA, Inc. hereby assigns to Oxyfresh Worldwide, Inc., all right, title and interest in and to the trademark identified above, together with the good will of the business symbolized by said trademark and registration thereof. This grant specifically includes without limitation all common-law rights as may have been acquired by Oxyfresh USA, Inc. with respect to such names and marks or terms confusingly similar thereto, heretofore that are used by Oxyfresh USA, Inc., as well as the right

to recover for any third party infringement thereof regardless of whether such infringement occurred before, or occurs after, the effective date of this Assignment.

Signed at Spokane, Washington, this 6th day of June, 2000.

OXYFRESH USA, INC.

By: _____



Richard Brooke

President

OXI-111.ASI A2705161112N

RECORDED: 06/12/2000

TRADEMARK
REEL: 002098 FRAME: 0338