



OFFICE OF PUBLIC RECORDS

102176941
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 7-22-02

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
09 25 1995

Conveying Party Mark if additional names of conveying parties attached.

Name CARME, INC. **Execution Date**
Month Day Year
09 25 1995

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization NEVADA

Receiving Party Mark if additional names of receiving parties attached.

Name CARME INTERNATIONAL, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 84 GALLI DRIVE

Address (line 2) _____

Address (line 3) NOVATO CALIFORNIA 94949
City State Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

08/01/2002 TDIAZ1 00000158 061135 1233213
01 PC:481 40.00 CH

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

Expires 06/30/99
OMB 0651-0027

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 312-577-7000

Name JULIUS TABIN

Address (line 1) FITCH, EVEN, TABIN & FLANNERY

Address (line 2) 120 SOUTH LASALLE STREET, SUITE 1600

Address (line 4) CHICAGO, IL 60603-3406

Pages Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s) [] Mark if additional numbers attached.
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			1,233,213		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed [] Deposit Account [X]
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [X] No []

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. Charges to deposit account are authorized, as indicated herein.

JULIUS TABIN _____

Julius Tabin
Signature

July 15, 2002
Date Signed

ORIGINAL

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of September 15, 1995, between CARME, INC. ("Seller") and CARME INTERNATIONAL, INC., ("Buyer").

RECITALS

WHEREAS, Seller is engaged in the business (the "Business") of manufacturing and selling health and beauty aids with its principal place of business located at 84 Galli Drive, Novato, California 94949;

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of July 31, 1995 (the "Agreement") pursuant to which Seller has sold substantially all of its assets related to the Business to Buyer, all on the terms and subject to the conditions contained in this Agreement.

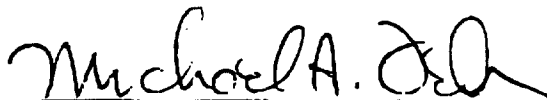
NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller does hereby assign, grant and convey to Buyer all right, title and interest in and to all trade secrets and other proprietary information, trademarks, service marks, business names, logos, indicia and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations which have heretofore been or may hereafter be issued thereon throughout the world, including, without limitation, those listed on Schedule 1 attached hereto.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CARME, INC.

By:



Name: Michael Feder

Title: Acting President

TRADEMARK

REEL: 002554 FRAME: 0334

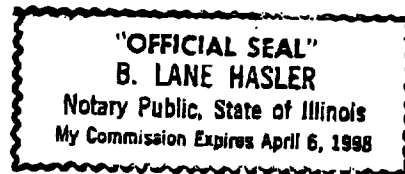
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The undersigned, a Notary Public, states that Michael Feder, duly subscribed and sworn to before me, appeared before me this 3rd date of September, 1995 and affixed his signature to the foregoing document as the Acting President of Carme, Inc.



Notary Public

My commission expires: 4/01/98



*CARMÉ, INC. TRADEMARK ASSIGNMENT
TO
CARMÉ INTERNATIONAL, INC.*

SCHEDULE 1

<u>MARK</u>	<u>REG. NO</u>	<u>REG. DATE</u>
REVITACYL	1,233,213	April 5, 1983