

FORM PTO-1618A  
Version 08/30/95  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b>		<b>Conveyance Type</b>													
<input type="checkbox"/> New		<input type="checkbox"/> Assignment <input type="checkbox"/> License													
<input checked="" type="checkbox"/> Resubmission (Non-Recordation) Document ID # <u>102204413</u>		<input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment													
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____		<input type="checkbox"/> Merger													
<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<table border="0"> <tr> <td></td> <td colspan="3">Effective Date</td> </tr> <tr> <td></td> <td>Month</td> <td>Day</td> <td>Year</td> </tr> <tr> <td></td> <td>09</td> <td>22</td> <td>1995</td> </tr> </table>			Effective Date				Month	Day	Year		09	22	1995
	Effective Date														
	Month	Day	Year												
	09	22	1995												
		<input type="checkbox"/> Change of Name													
		<input checked="" type="checkbox"/> Other <u>Release of Security Interest</u>													

**Conveying Party**  Mark if additional names of conveying parties attached.

Name Michigan National Bank Execution Date  
Month Day Year  
09 22 1995

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**  Mark if additional names of receiving parties attached.

Name Carme Cosmeceutical Sciences, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 620 Airpark Road

Address (line 2) \_\_\_\_\_

Address (line 3) Napa California 94558  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

FOR OFFICE USE ONLY

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

FORM PTO-1618B Page 2 U.S. Department of  
Commerce  
Patent and Trademark Office  
**TRADEMARK**

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, Illinois 60603

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 16

**Trademark Application Number(s) or Registration Number(s)** [ X ] 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)		
			1683555	1501829	1347096
			1685933	1517722	1270506
			1644893	1357512	1302344

**Number of Properties** Enter the total number of properties involved. # 28

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 715.00

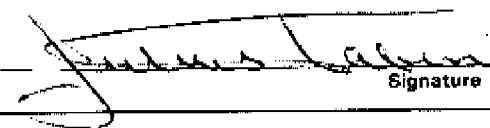
Method of Payment: Enclosed [ ] Deposit Account [ X ]  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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  11/15/02  
Name of Person Signing Signature Date Signed

**MICHIGAN NATIONAL BANK LIEN**

Continued

Reg. No.	Reg. No.
1257312	0952310
1279452	0419149
1353557	0853372
1274706	0724912
1233213	0847714
1229136	0654887
1150150	0596494
1013313	0596095
0414195	0594630
0307276	

08-29-2002

FORM PTO-1618A

Expires 08/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

102204413  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	8-26-02	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____		<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____		<input type="checkbox"/> Merger	Effective Date Month Day Year 09 1995
<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other <u>Release of Security Interest</u>	

**Conveying Party**  Mark if additional names of conveying parties attached.

Name Michigan National Bank Execution Date  
Month Day Year  
09 1995

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**  Mark if additional names of receiving parties attached.

Name CARME COSMECEUTICAL SCIENCES, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 620 Airpark Road

Address (line 2) \_\_\_\_\_

Address (line 3) Napa CALIFORNIA 94558  
City State Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

OFFICE OF PUBLIC RECORDS  
2002 NOV 26 AM 8:59  
FINANCE SECTION

08/28/2002 LMUELLER 00000120 061135 1603555  
01 FC:481 40.00 CH  
02 FC:482 675.00 CH

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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

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Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

**TRADEMARK**  
**REEL: 002579 FRAME: 0575**

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Commissioner of Patents and Trademarks, Box Assignment, Washington D.C. 20231

FORM PTO-1618B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office <b>TRADEMARK</b>
<b>Domestic Representative Name and Address</b>		Enter for the first Receiving Party only.
Name _____		
Address (line 1) _____		
Address (line 2) _____		
Address (line 4) _____		
<b>Correspondent Name and Address</b>		
		Area Code and Telephone Number <u>312-577-7000</u>
Name <u>JULIUS TABIN</u>		
Address (line 1) <u>FITCH, EVEN, TABIN &amp; FLANNERY</u>		
Address (line 2) <u>120 SOUTH LASALLE STREET, SUITE 1600</u>		
Address (line 4) <u>CHICAGO, IL 60603-3406</u>		
<b>Pages</b>	Enter the total number of pages of the attached conveyance document including any attachments.	
	# <u>16</u>	
<b>Trademark Application Number(s) or Registration Number(s) [ X ]</b> Mark if additional numbers attached. <small>Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).</small>		
Trademark Application Number(s)		Registration Number(s)
		1683555
		1501829
		1347096
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		1517722
		1270506
		1644893
		1357512
		1302344
<b>Number of Properties</b>		
Enter the total number of properties involved.		# <u>28</u>
<b>Fee Amount</b>		
Fee Amount for Properties Listed (37 CFR 3.41):		\$ <u>715.00</u>
Method of Payment: Enclosed [ ] Deposit Account [ X ] <small>(Enter for payment by deposit account or if additional fees can be charged to the account.)</small>		
Deposit Account Number:		# <u>06-1135</u>
Authorization to charge additional fees:		Yes [ X ] No [ ]
<b>Statement and Signature</b>		
<small>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.</small>		
JULIUS TABIN _____ Signature		<u>Aug 13, 2002</u> Date Signed

**MICHIGAN NATIONAL BANK LIEN**

Continued

<b>Reg. No.</b>	<b>Reg. No.</b>
1257312	0952310
1279452	0419149
1353557	0853372
1274706	0724912
1233213	0847714
1229136	0654887
1150150	0596494
1013313	0596095
0414195	0594630
0307276	

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
IRAD CORPORATION and )  
CARMÉ, INC., ) Case No. 95-918 (FJW)  
Debtors. ) Jointly Administered

ORDER PURSUANT TO SECTION 363 OF THE  
BANKRUPTCY CODE AUTHORIZING SALE OF ASSETS

Upon the motion of Carmé, Inc., debtor and debtor in possession herein ("Debtor"), for an Order, inter alia, (a) authorizing the sale of substantially all of the Debtor's assets free and clear of liens, claims and encumbrances, and (b) authorizing the assumption and assignment of unexpired leases and executory contracts (the "Motion"); and notice of the Motion, having been given to the United States Trustee, the Debtor's twenty (20) largest unsecured creditors, counsel for Michigan National Bank, all counterparties to Assigned Contracts and all parties known to claim an interest in the Debtor's assets and objections, if any, to the Motion and the sale itself having been withdrawn or overruled; and a hearing having been held on August 25, 1995 on approval of the relief requested by the Motion; and the Court having reviewed the Asset Purchase Agreement between Carmé International, Inc. (an affiliate of Senetek, PLC) as purchaser (the "Buyer") and the Debtor, as

N:\DOCS\9051\2401\PLEAD\192481-1

seller, dated as of July 31, 1995 (the "Asset Purchase Agreement"); and the Court having been fully advised in the premises; and after due deliberation, and sufficient cause appearing therefor, it is

ORDERED, that the Debtor be, and hereby is, authorized to: (a) assume the Asset Purchase Agreement; (b) make, execute and deliver any and all documents; and (c) take all such actions as are necessary to consummate the transactions contemplated thereby; and it is further

ORDERED, that, the Debtor be, and hereby is, authorized pursuant to Sections 363(b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, to sell, transfer, grant, convey and assign, free and clear of all liens, security interests and encumbrances, all of the Purchased Assets (as defined in the Asset Purchase Agreement) to the Buyer for an aggregate cash purchase price of \$2,300,000 <sup>additional cash and</sup> plus the other consideration <sup>set forth in the</sup> Asset Purchase Agreement (the "Sale Price"); and it is further <sup>all as</sup>

*OPW*

ORDERED, that the Debtor is authorized to assume the Assigned Contracts (as defined in the Motion) and to assign such contracts to the Buyer pursuant to Section 365(a) of the Bankruptcy Code; and it is further

ORDERED, that the findings of fact made by the Court and contained in the recitals proceeding these ordered paragraphs be, and hereby are, incorporated into this Order; and it is further



ORDERED, that the approval of the sale of assets is in the best interests of the Debtor, its estate and the creditors and that there are good business reasons for the Debtor to consummate the sale of the Assets to the Buyer; and it is further

ORDERED, that the Buyer be, and hereby is, declared a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of this Order shall not affect the validity of the sale of assets authorized hereby unless consummation of the sale of assets is stayed pending such appeal; and it is further

ORDERED, that the Sale Price hereby is recognized as the result of a free and open sale process attended by qualifying bidders and that the Sale Price was not controlled by an agreement among any potential buyers as prohibited by Section 363(n) of the Bankruptcy Code; and it is further

ORDERED, that this is a final and appealable order and the Court expressly directs entry of a judgment as set forth herein.

Dated: Wilmington, Delaware  
August 22, 1995

  
United States Bankruptcy Judge

EXHIBIT A

Tim Curtin

(616) 336-7000

BLH Fax #  
(312) 984-3651

CONSENT OF MICHIGAN NATIONAL BANK

1. The undersigned, Michigan National Bank, is a principal creditor of Carme, Inc., a Nevada corporation.
2. On July 31, 1995 Carme, Inc. and Carme International, Inc. entered into an Asset Purchase Agreement (the "Purchase Agreement").
3. On August 25, 1995, the United States Bankruptcy Court for the District of Delaware entered an Order approving the sale of assets by Carme, Inc. To Carme International, Inc. pursuant to the Purchase Agreement.
4. Pursuant to the terms of the Purchase Agreement the parties thereto have now agreed on a Purchase Price of \$3,750,000, subject to further adjustment as provided in a Supplemental Agreement and Escrow Instructions dated September 22, 1995 between the parties, a copy of which is attached hereto as Exhibit A.
5. The undersigned hereby consents to the sale of assets of Carme International to Carme for the Purchase Price set forth above and, effective upon the Closing under the Purchase Agreement, releases any liens, claims and encumbrances it may have on the assets to be sold and transferred by Carme, Inc. to Carme International, Inc.

Dated: September \_\_, 1995

MICHIGAN NATIONAL BANK

By: \_\_\_\_\_  
Its Attorney

ASSET PURCHASE AGREEMENT

This Agreement is made and entered into as of this 31st day of July, 1995, by and between Carne International, Inc., a Delaware corporation ("Buyer") and Carne, Inc., a Nevada corporation ("Seller").

RECITALS

WHEREAS, Seller is engaged in the business (the "Business") of manufacturing and selling health and beauty aids including without limitation those listed on Schedule A attached hereto (the "Products") with its principal place of business located at 84 Galli Drive, Novato, California 94949;

WHEREAS, Seller intends to file a petition under chapter 11, title 11 of the United States Code (the "Bankruptcy Code") in order to reorganize its financial structure; and

WHEREAS, Seller desires to sell to Buyer substantially all of Seller's assets related to the Business and Buyer desires to purchase said assets, all on the terms and subject to the conditions contained in this Agreement.

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

ARTICLE I

Purchase and Sale of Assets

1.1. Purchased Assets. At Closing, Buyer shall purchase and Seller shall sell, transfer, assign and deliver to Buyer for the consideration and upon the terms and conditions hereinafter set forth, all assets of the Business, (the "Purchased Assets") not otherwise expressly excluded pursuant to Section 1.2 of this Agreement. The Purchased Assets shall include, but not be limited to, the following:

(a) Those contracts and agreements with customers, suppliers and lessors of the Business and other third parties listed on Schedule 1.1(a) attached hereto (the "Contracts"), and all of Seller's rights under the Contracts;

(b) All products that are in all respects ready for distribution and sale, with the exception of final packaging for shipment (the "Finished Goods Inventories") of the Business that meet all of the following criteria:

(i) have been produced in the eighteen months prior to the Closing Date;

(ii) are packaged in the most current packaging for such product; and

(iii) are the current formulation for such product; plus

all raw materials, work-in-progress, samples, supplies and packaging related to the product lines included in such Finished Goods Inventory (the "Primary Inventory"); provided, however, that the Primary Inventory does not include any Finished Goods Inventories that are in greater quantities of each such Product than can reasonably be expected to be sold within the six month period following the Closing Date based on the sales of such product in the six month period immediately prior to the date of this Agreement plus 10% of such six-month sales, including all raw materials, work-in-progress, samples, supplies and packaging related to such Finished Goods Inventories;

(c) All other inventories of the Business not included within the definition set forth in Section 1.1(b) above (the "Secondary Inventory");

(d) All customer files and all records of the Business;

(e) All trademarks, trade names, trade styles and logos (and all goodwill associated therewith), registered or unregistered, and all applications and registrations therefor, including without limitation those listed on Schedule 1(e) hereto and all claims or causes of action of Seller against third parties relating to any of the foregoing;

(f) All outstanding and uncollected accounts and notes receivable listed on Seller's Aged Receivables Report attached hereto as Schedule 1.1(f)(i) (the "Accounts Receivable"); but the Accounts Receivable do not include those accounts described on Schedule 1.1(f)(ii) attached hereto (the "Excluded Accounts Receivable");

(g) All fixed assets and leasehold improvements (the "Fixed Assets"), including those listed on Schedule 1.1(g); and

(h) All of Seller's trade secrets, including but not limited to the rights to the formulas to the Products.

**Except as specifically provided in Article III, Seller is selling the Purchased Assets to Buyer in As Is, Where Is condition. ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PURCHASED ASSETS AND THE BUSINESS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

10.9. Governing Law. This Agreement ~~is~~ made pursuant to, and shall be governed by, the internal substantive laws of the State of Delaware.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf all as of the date first written above.

CARME INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CARME, INC.

By: Michael A. Zelen

Chairman of the Board  
and  
Chief Executive Officer

Schedule 1(e)

Trademarks

NAME	COUNTRY	CLASS	REG. NO.	SER. DATE	TERM	EXPIR. DATE	APPLICANT		SERIAL		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
ALVITACTL	U.S.	3	1,233,213	4/5/03	20	4/5/2003	1989	Yes					
BIOTHERE B-14	U.S.	3	1,274,706	4/24/04	20	4/24/2004	1989	Yes					
LOANDA	U.S.	3	1,367,096	7/9/03	20	7/9/2003	4/10/05	Need notification accepted 6/12.					File office by 1/19/1
POPPY MUSE	U.S.	3	1,383,066	2/23/06	20	2/23/2006	No 9/1/01 JMB	Let office.					File office by 2/9/1
SLEEPY HOLLOW	U.S.	3	1,393,184	7/18/04	20	9/18/2004	1990	Yes					
SLEEPY HOLLOW BOTANICALS	U.S.	3	1,503,515	9/13/08	20	9/13/2008	1994	Yes		1994	1994		File office by 9/9/1
HOW HOME STAR A REPORT	U.S.	3	1,690,743	6/7/08	20	6/7/2008	No office	David filed - for USPTO					File office by 6/9/1
JOUONA FARMS	U.S.	3	1,253,357	8/13/05	20	8/13/2005	7/91	2/91					File office by 8/9/1
JOUONA FARMS (Logo)	U.S.	3	1,150,150	4/7/01	20	4/7/2001	2/87	8/87					
JOUONA FARMS Desert Scene	U.S.	3	1,221,092	1/13/05	20	1/13/2005	2/90	7/90					
JOUONA FIELDS	U.S.	3	1,353,555	8/13/05	20	8/13/2005	No let	drop page JMB not used					File office by 8/9/1
JOUONA FIELDS (Logo)	U.S.	3	1,253,556	8/13/05	20	8/13/2005	No let	drop page JMB not used					File office by 8/9/1
ALOE JOUONA Design	U.S.	3	Denied										
CARNE	Calif.	51	1334	10/16/74	10	10/16/74							Resupplied 1/19/91
CARNE	Calif.	57	9157	4/1/90	10	4/1/2001							
CARNE, (Cru/Lent)	U.S.	3	1,403,555	4/23/92	20	4/23/2002							Filed 4/15/91 14/15/91
CARNE (Hair)	U.S.	3	1,605,933	5/12/92	20	5/12/92							3/1/97, 5/1
COUNTRY ROADS	U.S.	3	1,322,297	7/7/91	20	7/7/2001							
COUNTRY ROADS	U.S.	3	1,322,297	7/7/91	20	7/7/2001							
DAKURAH	U.S.	3	1,312,941	1/8/03	20	1/8/2003	2/8/02	Yes					
SUNNER RAJA	U.S.	3	1,279,529	5/24/04	20	5/24/2004	4/17/00	Yes					Need new art to file (1999)
GOLDER CALIFORNIA	U.S.	3	1,025,568	11/35/75	20	11/35/95							
HOW SMITH	Calif.	3	74399	10/1/84	10	10/1/94							
HOW SMITH	U.S.	3	Denied 199										Filed 9/90

TRADEMARK

REEL: 002579 FRAME: 0585



Schedule 1(e)

Trademarks

NAME	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	EFFICIENCY		GENERAL		ALIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
HILL CREEK Country Scene	U.S.	3	1,239,453	5/19/84	20	5/19/2004	5/90	6/91					
HILL CREEK Block Print	U.S.	3	<del>1,239,453</del>	<del>5/19/84</del>	<del>20</del>	<del>5/19/2004</del>	<del>5/90</del>	<del>6/91</del>					NEW Appl 74/030,831
HILL CREEK & Design	U.S.	3	1,090,513	8/8/78	20	8/8/98							
HILL CREEK	Calif.	51	<del>1,090,513</del>	5/19/81	10	<del>5/19/91</del>							Renew Calif by 6/94 1/9
DOUBLE TAN	U.S.	3	2,692,892	6/16/93	10	6/16/2003							Accelerated 6/97
BIOHERALINS	U.S.												
CALIFORNIA SUNSHIRE	U.S.	30											
Old Fashioned Curative Treatment, Shampoo	U.S.												
JUST CLEAR	U.S.	3	1,000,940	8/9/94	10	8/9/2004							3/11/97 74/402,086 File APPL. early 2000



Schedule 1(e)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	OFFICER/ST		MINERAL		APPROPRIATE		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
MOUNTAIN HERBERY	U.S.	J	1,282,322	6/26/04	20	6/26/2004	0/23/00	7/2/90					
CARONFIELD	U.S.		1,377,796	1/14/06	20	1/14/2006		6/92					File off'd by 1/92
CHAMWILD	U.S.	J	1,282,822	6/26/04	20	6/26/2004	0/23/00	7/10/90					
HERBAL REVIVAL	U.S.	J	1,339,933	6/11/05	20	6/11/2005	4/10/01						File off'd by 6/91 Done
FRENCH HERBERY	U.S.	J	1,201,217	8/28/04	20	8/28/2004	No	ABANDONED					ABANDONED
HERBAL REVIVAL	U.S.	J	1,219,371	12/15/92	10	12/15/2002					7/10/92	7/12/90	
THE SILVER FOX & Des.	U.S.	J	1,337,515	9/1/85	20	9/3/2005	8/92	add'l appl. for creams/lotions			10/91		File off'd by 9/91
SHADES OF GRAY	U.S.	J	1,612,372	9/11/90	10	9/11/2000							Appl 74/005370 11/19/99
ULTRA SMOOTH	U.S.	J	1,669,094	12/24/91	10	12/24/2001							Appl 74/005371 11/27/99
SWITZLE STINK	U.S.		Abandoned										
SILVER FOX (old Cosmet)	U.S.	J	1,714,911	9/15/92	10	9/15/2002							
HOISTURBYES	U.S.	J	1,400,837	7/15/86	20	7/15/2006					1/23/93		File off'd by 7/92
WRINKLE THERAPY	U.S.	J	1,615,225	2/19/91							2/23/93		Appl 73/614,716 10/30/94
OCCUSOMES	U.S.		Never filed	per EG Sanford									
SILVER FOX (New Design)	U.S.	J											74/466,047 12/91

TRADEMARK

Schedule 1(a)

Trademarks

MARK	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	APPROPRIATE		RENEWAL		ASSIGNMENT		COMMENT
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
ALLENCRENE	U.S.	3	1,257,312	11/15/83	20	11/15/2003							
ALLENCRENE	U.S.	5	853,373	7/23/68	20	7/23/2008							
ALLENCRENE A Design	U.S.	3	1,275,731	5/1/84	20	5/1/2004	5/17/84						
ALLENCRENE & Triangle Des.	U.S.	3	1,270,506	3/20/84	20	3/20/2004	7/17/84						
COLOR SWERS	U.S.	3	1,287,144	10/30/84	20	10/30/2004		8/90					
NA Complex	U.S.	3	1,301,829	8/30/88	20	8/30/2008		4/95					File Affid bit/94
HYPO-ACRERIC	U.S.	3	1,517,732	12/27/88	20	12/27/2008		4/95					File affid bit/94
MARKING & Design	U.S.	3	1,812,313	6/17/75	20	6/17/95	7/10						Use for Spoil Int?
REPLICTA	U.S.	3	847,734	4/16/68	20	4/16/88	ABANDONED per 1/24/84						

Schedule 1(e)

Trademarks

MARK	COUNTRY	CLAIM	SER. NO.	REG. DATE	TERM	EXPIR. DATE	OFFENSE		RENEWAL		ABANDONMENT		REMARKS
							FILED	CONVERTED	FILED	ACCEPTED	FILED	ACCEPTED	
BLOOM	U.S.	3	594,494	10/05/54	20	10/05/74	1/2004		X	7/26/91			Renew in 1991
CLOUDSILK	U.S.	3	645,499	8/5/58	20	8/5/78							
Dub & Design	U.S.	3	1,229,136	3/8/83	20	3/08/2003	9/88						
DURARRY & Design	U.S.	3	307,276	10/24/33	20	10/24/53			6/93	X			Renew in 1993
DURARRY & Design	U.S.	3	416,193	5/29/45	20	5/27/2005							
PLATTER-GLO & Design	U.S.	3	594,630	8/31/54	20	8/31/84			X				
HAND SILK	U.S.	3	429,149	2/5/46	20	2/5/2006							
LIQUID TREASURE & Des.	U.S.	3	596,095	9/28/54	20	9/28/84			X	X			
MOISTURE PETALS	U.S.	3	486,449	10/6/59	20	10/04/99							
MOISTURE PETALS	U.S.	3	952,310	1/20/73	20	1/20/93			X	1/24/93			Renew in 1992
ROYAL VELVET	U.S.	3	724,912	12/5/61	20	12/5/2001							
SOPHISTI-COLOR & Des.	U.S.	3	525,009	5/9/50	20	5/9/90				4/26/90	Denied		
SOPHISTI-CREME	U.S.	3	507,052	2/22/49	20	2/22/2009	1/89	1/89					
YOUNG PROMISE	U.S.	3	654,887	11/19/57	20	11/19/97							

TRADEMARK

REEL: 002579 FRAME: 0590

**MICHIGAN NATIONAL BANK LIEN**

## Identification of Listed Trademark Registrations

<u>MARK</u>	<u>REG. NO</u>	<u>REG. DATE</u>
CARME	1683555	April 21, 1992
CARME	1685933	May 12, 1992
MILL CREEK	1644893	May 21, 1991
HA COMPLEX	1501829	August 30, 1988
HYPO-ACNEGENIC	1517722	December 27, 1988
THE SILVER FOX	1357512	September 3, 1985
LOANDA	1347096	July 9, 1985
ALLERCREME	1270506	March 20, 1984
COLOR SHEERS	1302344	October 30, 1984
ALLERCREME	1257312	November 15, 1983
<i>Design Only</i>	1279452	May 29, 1984
JOJOBA FARMS	1353557	August 13, 1985
BIOTENE H-24	1274706	April 24, 1984

## Identification of Listed Trademark Registrations (continued) ...

<u>MARK</u>	<u>REG. NO</u>	<u>REG. DATE</u>
REVITACYL	1233213	April 5, 1983
DUB	1229136	March 8, 1983
JOJOBA FARMS	1150150	April 7, 1981
MAXIDRY	1013313	June 17, 1975
DUBARRY	0414195	May 29, 1945
DU BARRY	0307276	October 24, 1933
MOISTURE PETALS	0952310	January 30, 1973
HAND SILK	0419149	February 5, 1946
ALLERCREME	0853372	July 23, 1968
ROYAL VELVET	0724912	December 5, 1961
REFLECTA	0847714	April 16, 1968
YOUNG PROMISE	0654887	November 19, 1957
BLOOM	0596494	October 5, 1954
LIQUID TREASURE	0596095	September 28, 1954
FLATTER-GLO	0594630	August 31, 1954