

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. # 5

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)		
			1323992		

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.

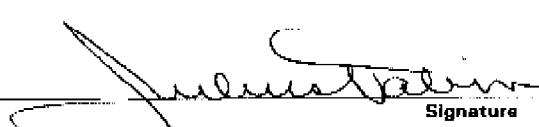
Method of Payment: Enclosed Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes 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  12/16/02
Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of September 25, 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: Michael A. Feder
Name: Michael Feder
Title: Acting President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public, states that Michael Feder, duly subscribed and sworn to before me, appeared before me this 15th date of June, 1995 and affixed his signature to the foregoing document as the Acting President of Carne, Inc.



Notary Public

My commission expires: 4/01/78



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

SCHEDULE 1

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Design	1323992	March 12, 1985