



102252345

ET

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

Submission Type <input checked="" type="checkbox"/> New <u>10-9-02</u> <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____
--	--

Effective Date		
Month	Day	Year
07	31	95

Conveying Party Mark if additional names of conveying parties attached.

Name Carmé, Inc. Execution Date
 Month Day Year
 07 31 95

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 Carmé International, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 620 Airpak Road

Address (line 2) _____

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

Individual General Partnership Limited Partnership 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 PATENT RECORDS
 TRADEMARK SECTION
 OCT 19 10 42

FOR OFFICE USE ONLY

10/15/2002 TDIAZ1 00000336 061135 1295484
 01 FC:8021 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, 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) [] 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)

			<u>1295484</u>		

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 [X]
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

06-1135

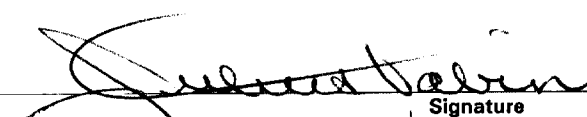
Authorization to charge additional fees:

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
Name of Person Signing


Signature

10/4/02
Date Signed

Assignment From

CARMÉ, INC.

to

CARMÉ INTERNATIONAL, INC.

TRADEMARK

REEL: 002600 FRAME: 0036

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

M:\DOCS\PUBLIC\246\PLEAD\392681-1

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 plus ^{additional cash and} the other consideration set forth in the Asset Purchase Agreement (the "Sale Price"); ^{all} and it is further .

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 21, 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 23, 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: [Signature]
Its Attorney

P.S. --- VARNUM, RIDDERING

SEP 22 '95 11:08 WILSON, SONSHINI, COODRICH, ROSATI
R W & E 64 09/21/95 16:47

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. J. E.

Chairman of the Board
and
Chief Executive Officer

Schedule 1(e)

Trademarks

NAME	COUNTRY	CLASS	SER. NO.	ISS. DATE	TERM	EXPIR. DATE	APPLICANT		REGUL.		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
REVIVACTL	U.S.	3	1,233,213	4/5/03	20	4/5/2003	1986	Yes					
BIOTIME B-24	U.S.	3	1,274,706	4/24/04	20	4/24/2004	1989	Yes					
LOWADA	U.S.	3	1,247,096	7/9/05	20	7/9/2005	4/20/92	Good specimen	Accepted	6/92			File office by 7/91
POPPY RUSK	U.S.	3	1,203,866	2/29/06	20	2/29/2006	No 9/11/91 JAE	Lot en/ira.					File office by 2/92
SLEEPY HOLLOW	U.S.	3	1,295,484	7/18/04	20	9/28/2004	1990	Yes					
SLEEPY HOLLOW BOTANICALS	U.S.	3	1,503,515	9/13/08	20	9/13/2008	1994	Yes			1994		File office by 9/94
NON HONIS TEARS A MEMORY	U.S.	3	1,490,742	6/7/00	20	6/7/2000	No office date	filed - for USPTO					File office by 6/94
JOYONA FARMS	U.S.	3	1,233,537	8/13/05	20	8/13/2005	7/91	2/91					File office by 8/91
JOYONA FARMS (Logo)	U.S.	3	1,150,150	4/7/01	20	4/7/2001	2/07	8/07					
JOYONA FARMS Desert Scene	U.S.	3	1,223,992	2/12/05	20	3/12/2005	3/90	7/90					
JOYONA FIELDS	U.S.	3	1,253,555	8/13/05	20	8/13/2005	No lot	drop per JAE not used					File office by 8/91
JOYONA FIELDS (Logo)	U.S.	3	1,253,556	8/13/05	20	8/13/2005	No lot	drop per JAE not used					File office by 8/91
ALOPE JOYONA Design	U.S.	3	Denied										
CARNE	Calif.	51	1331	10/28/94	10	10/28/94							Resupplied 2/20/91
CARNE	Calif.	51	93857	4/1/90	10	4/1/2001							
CARNE, (Cm/Lot)	U.S.	3	1,603,555	4/21/92	20	4/21/2002							
CARNE (Hair)	U.S.	3	1,605,923	5/12/92	10	5/12/92							Filed 4/15/91 74/157,30
COUNTRY ROADS	U.S.	3	1,022,237	7/27/91	20	7/27/91							74/157,30
COUNTRY ROADS	U.S.	3	1,022,237	9/30/93	20	9/30/93							
PAKUNARY	U.S.	3	1,212,941	1/8/05	20	1/8/2005	1/8/91	Yes					
SUNNER BATH	U.S.	3	1,279,529	5/24/04	20	5/24/2004	4/17/90	Yes					
GOLDEN CALIFORNIA	U.S.	3	1,025,968	11/15/75	20	11/15/95							Need new art to file (SUNNER)
DOM SARTI	Calif.	3	74599	10/1/64	10	10/1/94							
DOM SARTI	U.S.	3	denied 199										Refilled 9/90

Schedule 1(e)

Trademarks

NAME	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	ISSUANCE		RENEWAL		ASSIGNMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
MILL CREEK Country Scenic	U.S.	3	1,279,432	5/29/84	20	5/29/2004	5/90	8/91			X		
MILL CREEK Block Print	U.S.	3	1,556,983	5/29/84	20	5/29/2004	Applicant part	See refiled					REN Appl 74/058,031
MILL CREEK & Design	U.S.	3	1,090,513	8/8/78	20	8/8/98							Renew Calif by 6/91 1/9
MILL CREEK	Calif.	51	65805	5/19/81	10	5/19/91							Applicant 6/97
DOUBLE TAN	U.S.	3	1,693,097	6/16/92	10	6/16/2002							
BIOGEMALINS	U.S.												
CALIFORNIA SUNSHINE	U.S.	30											
Old Fashioned Curative	U.S.												
TREATMENT Shampoo	U.S.												
JUST CLEAR	U.S.	3	1,040,940	8/9/94	10	8/9/2004							5/11/93 74/402,086 File Affid. early 2000

Schedule 1 (e)

Trademarks

NAME	COUNTRY	CLASS	SER. NO.	REG. DATE	TERM	EXPIR. DATE	APP IDENTITY		RENEWAL		AMENDMENT		COMMENTS
							FILED	ACCEPTED	FILED	ACCEPTED	FILED	ACCEPTED	
MOUNTAIN HERBERY	U.S.	3	1,282,922	6/26/84	20	6/26/2004	3/23/90	7/2/90					
CANONILD	U.S.		1,377,796	1/14/86	20	1/14/2006		6/92					File off'd by 1/92
CHAMONILD	U.S.	3	1,282,923	6/24/84	20	6/26/2004	3/23/90	7/30/90					File off'd by 6/91 Done
HERBAL REVENAL	U.S.	3	1,339,953	6/11/85	20	6/11/2005	4/10/91						ABANDONED
FRENCH HERBERY	U.S.	3	1,291,717	8/28/84	20	8/28/2004	NO	ABANDONED					ABANDONED
HERBAL REVENAL	U.S.	3	1,739,373	12/15/92	10	12/15/2002					7/10/99	7/19/98	
THE SILVER FOX & Des.	U.S.	3	1,357,516	9/2/85	20	9/3/2005	8/91	App'l. for					File off'd by 9/91
SHADES OF GRAY	U.S.	3	1,612,572	9/11/90	10	9/11/2000							App'l 74/005370 11/29/95
ULTRA SMOOTH	U.S.	3	1,669,094	12/24/91	10	12/24/2001							App'l 74/005371 11/27/95
SWIZZLE STIXX	U.S.		Abandoned										
SILVER FOX (Add Cosmetics)	U.S.	3	1,714,911	9/15/92	10	9/15/2003							
MOISTURETES	U.S.	3	1,400,837	7/15/86	20	7/15/2006					1/23/99	1/28/99	File off'd by 7/92
WRINKLE THERAPY	U.S.	3	1,635,225	3/19/91							1/23/99	1/28/99	App'l 73/834,736 10/30/99
OCCUSONES	U.S.		Never filed	per Ed Sanford									
SILVER FOX (New Design)	U.S.	3											74/466,047 12/93

