

Form **PTO-1594**
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**RECORDATION FORM COVERSHEET
TRADEMARK ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>IDE Interstate Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Distribution Corp.</u> Internal Address: <u>Suite 115</u> Street Address: <u>220 Continental Dr</u> City: <u>Newark</u> State: <u>DE</u> Zip: <u>19713</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 30, 1997</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No. (s) _____</p> <p>B. Trademark Registration No. (s) <u>805026; 1538900; 1537897</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Francine Miller</u> Internal Address: <u>Donovan & Yee LLP</u></p> <p>Street Address: <u>110 Greene St</u> <u>Suite 700</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10012</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41): \$ <u>90.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0357</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DONOT USE THIS SPACE	
<p>9. 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.</p> <p><u>Francine Miller</u> <u>Francine Miller</u> <u>4/23/2002</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including coversheet, attachments, and document: </p>	

Mail documents to be recorded with required coversheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of this September 1997, by IDE INTERSTATE INC., a New York corporation (the "Assignor"), to and in favor of DISTRIBUTION CORP., a Delaware corporation (the "Assignee").

Recitals

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of June 27, 1997. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Assignor has agreed to sell, convey, transfer, assign and deliver the Intellectual Property to Assignee pursuant to and in connection with the terms and conditions of the Asset Purchase Agreement.

Agreement and Assignment

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, and its successors and assigns, all of Assignor's rights, title, interest, ownership, and all subsidiary rights (including United States and foreign) in and to the Intellectual Property, together with the good will of the business symbolized by the Intellectual Property, including, but not limited to, all common law rights, all rights to secure Intellectual Property registration(s) therein and to any resulting registration(s) in Assignee's name as claimant, and all claims, demands and rights of action which Assignor has, or may have in the future, by reason of any infringement (including past infringement) on the Intellectual Property being assigned pursuant to this Assignment of Intellectual Property (including any infringement prior to this assignment), with all of the foregoing TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.

2. This Assignment of Intellectual Property is in addition to, and shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under, that certain Bill of Sale of even date herewith, made by Assignor to and in favor of Assignee.

3. This Assignment of Intellectual Property is being delivered pursuant to, and is subject to the representations, warranties, covenants and agreements set forth in, the Asset Purchase Agreement.

4. This Assignment of Intellectual Property shall be binding upon the Assignor, and upon its successors and assigns, and shall be governed by and construed in accordance with the laws of the State of New York.

IDE INTERSTATE INC.

By: Ernest Sandler
Name: ERNEST SANDLER
Title: President

SCHEDULE OF TRADEMARKS**REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTERED</u>
IDE	805,026	March 8, 1966
ORAL-MOIST	1,538,900	May 16, 1989
PRO-FLOW	1,537,897	May 9, 1989