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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Atlantic Licensing Corporation

18-05-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Florida Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 22, 2000

2. Name and address of receiving party(ies)

Name: Kramer Laboratories, Inc. Internal Address: 8778 S.W. Eighth Street Miami, Florida 33174

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 2,318,270, 1,995,548

1,975,011, 1,915,955, 2,018,178, 1,908,093, 1,965,882 1,863,029, 1,772,195, 1,767,891, 1,382,023, 1,352,392

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald E. Shapiro Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 1828 L Street, NW, Eleventh Floor City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

22-0585

DO NOT USE THIS SPACE

9. Signature.

Ronald E. Shapiro Name of Person Signing

Signature

August 5, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

08/09/2002 TDIAZ1 0000052 2318270

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

01 FC:481 40.00 OP 02 FC:482 275.00 OP

TRADEMARK REEL: 002560 FRAME: 0544

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (the "ASSIGNMENT") dated as of November 27, 2000 (the "EFFECTIVE DATE") is being made by and between Atlantic Licensing Corporation, (a/k/a Atlantic Licensing, Inc.), a Florida corporation having offices at 8778 S.W. Eighth Street, Miami, Florida 33174 (the "ASSIGNOR"), and Kramer Laboratories, Inc., a Florida corporation having offices at 8778 S.W. Eighth Street, Miami, Florida 33174 (the "ASSIGNEE").

WHEREAS, Assignor has adopted, used, is using and is the owner of all trademarks and servicemarks set forth in Exhibit "A" attached hereto, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world (the "TRADEMARKS");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment:

1. ASSIGNMENT.

a. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill symbolized by said Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and at the Assignee's expense, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

c. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity

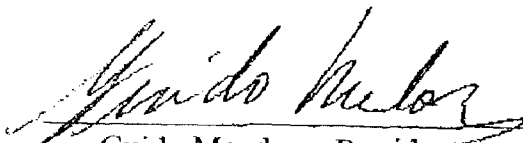
or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date first set forth above.

ASSIGNOR:

Atlantic Licensing Corporation, a Florida corporation

By:



Guido Mendoza, President

Date: November 22, 2000, 2000

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of November, 2000 by Guido Mendoza, President, of Atlantic Licensing Corporation, a Florida corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.



Notary Public, STATE OF FLORIDA


Print name:  **ALBERTO J. PEREZ**
COMMISSION # CC 644925
EXPIRES JUN 28, 2001
My Commission Expires _____ BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

MARK	USPTO SERIAL NUMBER
Charcoal Plus	75537461
Healthy Nail	74725756
Digestol	74690302
Design Only	74579706
V-Prin	74574118
Fitina	74528424
Clear-Tussin	74353313
Mr. Hungry	74301035
Safe Tussin	74264470
Halfprin	74207037
Fungi-Nail	73545330
Yohimex	73512801