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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

4 23 03

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

<p>1. Name of conveying party(ies): OccuNomix International, Inc.</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 New York <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) Name: <u>OccuNomix International LLC</u> Internal Address: <u>Suite 1890</u></p> <p>Street Address: <u>601 West 26th Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10001</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></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 (Designations 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 type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>OCCUNOMIX INTELLECTUAL PROPERTY ASSIGNMENT</u> Execution Date: <u>April 4, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/232,664; 76/427,898</u></p> <p>B. Trademark Registration No.(s) <u>2,132,186; 1,861,730; 2,023,872; 2,100,819; 2,172,685; 2,383,843</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Gerald T. Woods</u> <u>King & Spalding</u> Internal Address: _____</p> <p>Street Address: <u>191 Peachtree Street</u></p> <p>City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u></p>	<p>6. Total number of applications and registrations involved: 19</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>610.00</u></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Gerald T. Woods</u> _____ <u>4/17/03</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 6</p>	

04/24/2003 TDIAZ1 00000112 76232664

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

01 FC:8521 40.00 OP
02 FC:8522 450.00 OP
03 FC:8524 120.00 OP

TRADEMARK
REEL: 002639 FRAME: 0121

Conveying Party: OccuNomix International, Inc.

Receiving Party: OccuNomix International LLC

Continuation of List of Trademark Registration Nos.

2,453,539

1,950,265

1,945,768

2,384,171

1,911,239

1,991,643

1,776,378

2,481,115

1,937,651

2,657,580

1,707,740

OCCUNOMIX INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY is made as of the 4th day of April, 2003, by and between OccuNomix International LLC, a Delaware limited liability company ("Buyer") and OccuNomix International, Inc., a New York corporation ("Seller").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of April 4th, 2003 (the "Purchase Agreement") by and among Buyer, Seller and Alan I. Tencer, Thomas W. Slasinski, Carol A. Slasinski and Laura B. Tencer-Vermeire (the "Stockholders"), Seller has agreed to transfer, assign and convey to Buyer and Buyer has agreed to accept from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Seller's right, title and interest in and to the Intellectual Property, which Intellectual Property is partially listed and described in Annex I attached hereto, together with the goodwill of the Business symbolized thereby, and any and all rights, claims and causes of action held by or inuring to the benefit of Seller. All capitalized terms used herein without definition shall have the meaning ascribed to them in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:


1. Assignment. Seller hereby transfers, assigns and conveys to Buyer all of its right, title and interest in and to the Intellectual Property (including, without limitation, the Intellectual Property listed and described in Annex I attached hereto) and any and all rights, claims and causes of action held by or inuring to the benefit of Seller.
2. The Purchase Agreement. This Assignment and Assumption of Intellectual Property is subject in all respects to the terms and conditions of the Purchase Agreement and it is intended only to document the assignment of the Intellectual Property. Nothing contained in this Assignment and Assumption of Intellectual Property shall be deemed to supersede any of the obligations, agreements, representations, covenants or warranties of Buyer, Seller or the Shareholders contained in the Purchase Agreement.
3. Governing Law. This Assignment and Assumption of Intellectual Property shall be construed and interpreted according to the laws of the State of New York, without regard to the conflict of law principles thereof.
4. Counterparts. This Assignment and Assumption of Intellectual Property may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment and Assumption of Intellectual Property.

[Signature Page Follows]

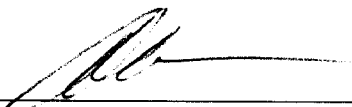
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Intellectual Property on the date first above written.

OCCUNOMIX HOLDINGS LLC

By: OccuNomix Capital Manager LLC,
its manager

By: 
Name: Douglas S. Rose
Title: Member

OCCUNOMIX INTERNATIONAL, INC.

By: 
Name: Alan I. Tencer
Title: Chief Financial Officer, Vice
President and Secretary

STATE OF NY)
) ss
COUNTY Queens)

The foregoing Assignment and Assumption of Intellectual Property was acknowledged before me this 4th day of April, 2003, by Doug S. Rose who being duly sworn, did say that he/she is the Member of the Manager of OccuNomix International LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Intellectual Property on behalf of such company.

JOSEPH AHN
Notary Public, State of New York
No. 01AH6083335
Qualified in Queens County
Commission Expires November 12, 2006



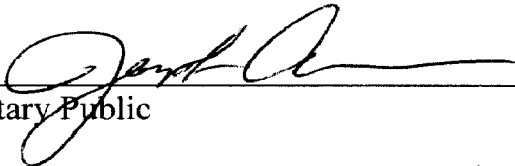
Notary Public

My commission expires: 11/12/06

STATE OF NY)
) ss
COUNTY Queens)

The foregoing Assignment and Assumption of Intellectual Property was acknowledged before me this 4th day of April, 2003, by Alan I. Tencer who being duly sworn, did say that he/she is the CEO, VP and Secretary of OccuNomix International, Inc., a New York corporation, and has executed this Assignment and Assumption of Intellectual Property on behalf of such corporation.

JOSEPH AHN
Notary Public, State of New York
No. 01AH6083335
Qualified in Queens County
Commission Expires November 12, 2006



Notary Public

My commission expires: 11/12/06

Annex I

Trademarks

Mark	Application No./ Registration No.	Class	Status
BRONCO	2,132,186	Class 10	Registered.
BUBBA	1,861,730	Class 10	Registered.
GULFPORT	76/232,664	Class 9	Pending. Notice of Allowance issued.
HOT RODS	2,023,872	Class 10	Registered.
HOT RODS	2,100,819	Class 25	Registered.
HOT RODS	2,172,685	Class 9	Registered.
MEN IN GREEN	2,383,843	Class 25	Registered.
MIG WEAR	2,453,539	Class 25	Registered.
MIRACOOOL (Brazil)	818210508	Class 10	Registered.
MIRACOOOL (China)	1,040,539	Class 25	Registered.
MIRACOOOL (& Design)	1,950,265	Class 25	Registered.
MUSTANG	1,945,768	Class 10	Registered.
OCCULUX	2,384,171	Class 20	Registered.
OCCUMITTS	1,911,239	Class 10	Registered.
OCCUNOMIX	1,991,643	Class 9	Registered.
ORION	1,776,378	Class 10	Registered.
TERRY TOPPERS	2,481,115	Class 9	Registered.
THE BODY SHOP	1,937,651	Class 10	Registered.
TUFF NOUGIES	76/427,898	Class 9	Pending. Non final office action mailed.
VULCAN	2,657,580	Class 9	Registered.
X-TEND (Germany)	395 22 126	Class 10	Registered.
X-TEND	1,707,740	Class 10	Renewed.

Patents

Patent No./ Application No.	Patent Title	Issue Date/ Application Date
5,826,279	Liner for protective headgear	October 27, 1998
10/146873	Method of sewing gloves	May 15, 2002