

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/31/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Scherer Laboratories, Inc.		11/29/2007	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Scherer Labs International, LLC
Street Address:	330 Carswell Avenue
City:	Daytona Beach
State/Country:	FLORIDA
Postal Code:	32117
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2055324	EAR-DRY
Registration Number:	1742691	CHIGGEREX
Registration Number:	0723274	E-R-O
Serial Number:	77234521	CHIGGER-TOX

**CORRESPONDENCE DATA**

Fax Number: (301)762-4056  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 301-424-3640  
 Email: efile@usiplaw.com  
 Correspondent Name: Barbara A. Friedman  
 Address Line 1: 1901 Research Boulevard  
 Address Line 2: Suite 400  
 Address Line 4: Rockville, MARYLAND 20850

ATTORNEY DOCKET NUMBER: 2074.0001T

**TRADEMARK**

**OP \$115.00 2055324**

NAME OF SUBMITTER:	Barbara A. Friedman
Signature:	/Barbara A. Friedman/
Date:	12/04/2007
<b>Total Attachments: 3</b> source=Scherer Trademark Assignment Execution Copy#page1.tif source=Scherer Trademark Assignment Execution Copy#page2.tif source=Scherer Trademark Assignment Execution Copy#page3.tif	

**TRADEMARK ASSIGNMENT**

WHEREAS, Scherer Laboratories, Inc. ("Assignor"), a corporation organized under the laws of the State of Texas, whose business address is 28161 N. Keith Drive, Lake Forest IL 60044, adopted, used and is the owner of record of the trademarks shown in Exhibit A attached hereto ("the Assigned Marks");

WHEREAS, Scherer Labs International, LLC ("Assignee"), a limited liability company organized under the laws of the State of Florida, located at 330 Carswell Ave., Daytona Beach, FL 32117, acquired the intellectual property and inventory of Assignor in an Asset Purchase Agreement dated October 31, 2007, including but not limited to, the Assigned Marks, the goodwill associated therewith and the trademark registrations and pending applications for registration listed in Exhibit A hereof; and

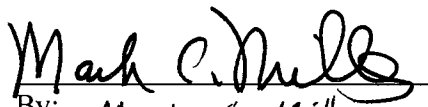
WHEREAS, Assignor and Assignee wish to confirm the transfer of ownership of the Assigned Marks pursuant to the Assignee's aforementioned acquisition of assets including, but not limited to, all right, title, and interest in and to the Assigned Marks, the goodwill developed therein, and the Federal Trademark Registrations and applications for registration listed on Exhibit A hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire, right, title and interest in and to the Assigned Marks shown in Exhibit A, along with U.S. Trademark Registrations and the application for registration listed therein, and the goodwill associated therewith, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration

may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Assigned Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, or other legal representatives.

This confirmatory assignment is executed this 29<sup>th</sup> day of November, 2007.

Scherer Laboratories, Inc.

  
By: Mark C Miller  
Its: President

**EXHIBIT A**

Trademark Application Ser. No.	77/234521	CHIGGER-TOX
Trademark Registration No.	2055324	EAR-DRY
Trademark Registration No.	1742691	CHIGGEREX
Trademark Registration No.	0723274	E-R-O