

01-16-2001

MRD 12/22/00



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

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New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Block Drug Company, Inc. Execution Date 4-17-98
Month Day Year

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date _____
Month Day Year

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) HPD Laboratories, Inc. 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2) _____

Address (line 1) 379 Thornall Street

Address (line 2) 15th Floor

Address (line 3) Edison New Jersey 08837
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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Mail documents to be recorded with required cover sheet(s) information to:
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Name

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="5178787"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

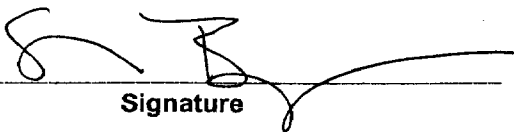
Yes No

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.

Steven H. Bazerman

Name of Person Signing
Reg. No. 24,653



Signature

12-19-00

Date

PATENT ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of March 31, 1998, by Block Drug Company, Inc., 257 Cornelison Avenue, Jersey City, New Jersey 07302 (the "Assignor") to HPD Laboratories, Inc., a Delaware Corporation, One Morningside Drive North, Suite 200, Westport, Connecticut 06880 (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor owns, and has the unrestricted right to sell, transfer, convey, assign and set over unto the Assignee, the entire right, title and interest in, to and under the following patent(s) and/or patent application(s)

Country	Patent or Application Number
United States of America	US 5,178,787

together with all patents, divisional patent applications, continuation patent applications, continuation-in-part applications and all other applications or patents deriving therefrom; and

WHEREAS, the Assignor has agreed to sell, transfer, convey, assign, deliver and set over unto the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignor, all of the Assignor's right, title and interest in, to and under the patent(s) and/or application(s), together with all patents, divisional patent applications, continuation patent applications, continuation-in-part applications and all other applications, patents and/or extensions deriving therefrom in whole or in part;

NOW, THEREFORE, for and in consideration of the sum of one U.S. dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. The Assignor hereby sells, transfers, conveys, assigns and sets over unto the Assignee the Assignor's entire right, title and interest in, to and under each patent(s) and/or application(s) set forth above, including, without limitation, all divisions, continuations,

continuations-in-part, reissues, renewals and extensions thereof, all rights to priority, and all claims for profits or damages by reason of past infringement of any of the patent(s) or application(s), together with the right to sue for and collect such profits and damages for its own use and enjoyment and for the use and enjoyment of its successors and assigns.

2. The Assignor hereby authorizes the empowered officials of any governmental authority or agency to issue or transfer all of the patent(s) or application(s) set forth above to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Assignment.

3. The Assignor and its successors and assigns, as the case may be, shall at any time and from time to time upon request, without further compensation or consideration but at the expense of the Assignee, (a) promptly execute and deliver any and all papers and documents and do all other lawful acts as the Assignee, in its reasonable judgment, shall deem to be necessary or desirable in order to perfect the title to the patent(s) and/or application(s) set forth above in the Assignee and its successors and assigns and (b) sign all papers, make all rightful oaths and do all lawful acts requisite for any application for reissue, renewal, extension, division, continuation, continuation-in-part or further application of the Patents.

4. The Assignor and its successors and assigns, as the case may be, shall at any time upon request, without further compensation or consideration, communicate to the Assignee and its successors, assigns or other legal representatives, as the case may be, any facts relating to the patent(s) and/or application(s) set forth above, known to the Assignor or its successors or assigns, and upon request, shall testify with respect thereto in any interference or other litigation or proceeding relating thereto.

5. Each copy of this Assignment which is signed by the Assignor in order to facilitate the recording of the Assignee's interest in the Patents shall be deemed an original.

6. The agreements, obligations, covenants, representations and warranties of the Assignor and the Assignee contained in their Agreement of March 31, 1998 are not merged into this Assignment and shall, to the extent provided in the Purchase Agreement, survive the execution

and delivery of this Assignment and the consummation of the transactions contemplated by the March 31, 1998 Agreement.

7. This Assignment and all of the terms and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

Block Drug Company, Inc.

By: *Anthony G. Aiuvalasit*

Name: Anthony G. Aiuvalasit

Title: Vice-President Law
and Assistant Secretary

Date: April 17, 1998

Michelle Garrett

MICHELLE GARRETT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 21, 2000

STATE OF NEW JERSEY
COUNTY OF HUDSON
SWORN TO BEFORE ME
THIS 17 DAY OF April 1998