

6-21-01

06-21-2001

EET



To the Honorable Commissioner of I

101755294

ached original documents or copy thereof.

1. Name of conveying party(ies):

ENGLISH IDEAS, LTD.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: APRIL 5, 2001

2. Name and address of receiving party(ies):

Name: STC ENGLISH IDEAS, INC.

Internal Address: _____

Street Address: 9251 IRVINE BOULEVARD

City: IRVINE State: CA ZIP: 92618

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

6,123,198

Additional numbers attached? Yes No

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

Name: Barbara Alder

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 695 Town Center Drive, 17th Floor

City: Costa Mesa State: CA ZIP: 92626

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41):

\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Barbara Alder

Name of Person Signing

Barbara Alder

Signature

6.19.01

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF PATENT

WHEREAS, English Ideas, Ltd. ("English Ideas") has acquired from D. Russell Pflueger, the inventor, all right, title and interest in and to an invention entitled "Cosmetic Carrier" described in the United States Patent Number 6,123,198 filed March 17, 1999;

WHEREAS, English Ideas represents and warrants that there are currently no licenses granted, liens or encumbrances on the said invention and in any Letters Patent issued thereon.

WHEREAS, STC English Ideas, Inc. ("STC") desires to acquire the entire right, title, and interest in and to the said invention and in and to any Letters Patent wherever they may be issued thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar paid by STC, and for other good and valuable consideration, the receipt of which is hereby acknowledged, English Ideas hereby sells, assigns, and transfers unto STC, and/or its assigns, the entire right, title, and interest in and to the said invention and in and to any and all Letters Patent wherever they may be granted thereon as well as reissues and extensions of said Letters Patent, the same to be held and enjoyed by STC to the full end of the term or terms for which Letters of Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held or enjoyed by English Ideas had this assignment not been made.

English Ideas agrees to make, execute, and deliver unto the STC, any and all papers, documents, affidavits, renewal, divisional and reissue applications statements, or other instruments in such usual or other forms, terms, and contents as may be required by STC, or its duly authorized representative, in or incident to the prosecution or conduct of any and all applications, the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences or other actions or proceedings that the said applications may encounter or in which they may become involved, and English Ideas agrees that it will aid STC in every way in protecting the invention as may be requested by STC or its assigns, except that any expenses including reasonable consulting compensation arising through extending such assistance will be paid for by proper arrangement with STC.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment of Patent as of the 5th day of April, 2001.

ENGLISH IDEAS, LTD.

By: Phyllis Y Bishop
Name: Phyllis Y. Bishop
Title: President

STC ENGLISH IDEAS, INC.

By: Phyllis Y Bishop
Name: Phyllis Y Bishop
Title: President