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Form PTO-1595 RECORDATION FOR	RM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
OMB No. 0851-0027 (exp. 5/31/2002) PATENT:	S ONLY
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof
Name of conveying party(ies):	Name and address of receiving party(ies)
Shaklee Corporation	Name: <u>Mi</u> zuho Corporate Bank, Ltd.
	Internal Address:
	Street Address:
Additional name(s) of conveying party(lea) Yes X No	1-1-3 Marunouchi Chiyoda-ku
Nature of Conveyance:	- CrinyOdiz-Rd
Assignment Merger	·
x Security Agreement Change of Name	City: Tokyo
Other	Country: Japan Zip: 100-8210
Execution Date: May 27, 2004	Additional name(s) & Yes V No
	address(es) attached:
Application number(s) or patent number(s):]
If this document is being filed together with a new application, the ex	recution date of the new application is:
A. Patent Application No.(s):	B. Patent No.(s):
See Schedule A To Patent Recordation Form Cover Sheet	*See Schedule A To Patent Recordation
roint covar ditest	Form Cover Sheet*
Additional numbers attach	ed? x Yes No
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 24
Name: Miho Kubota Morrison & Foerster LLP	7. Total fee (37 CFR 3.41) \$ 960.00
internal Address: Atty. Dkt.: 1321269	Enclosed
Street Address: 425 Market Street	X Authorized to be charged to deposit account
420 Market Street	Authorized to be charged to credit card
	(Form 2038 enclosed)
City: State: Zip:	8. Deposit account number:
San Francisco CA 94105	03-1952 (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	<u> </u>
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing info is a true copy of the original document.	ormation is true and correct and any attached copy
Comeron A King Reg No. 44 907	A/L
Cameron A. King, Reg. No. 41,897 Name of Person Signing	Signature Date
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Total number of pages including cover sheet, attach	ments, and documents: 17

Document ID No.: 700090109

SF-1718745

Schedule A To Patent Recordation Form Cover Sheet

SHAKLEE CORPORATION U.S. PATENTS

Patent Application Numbers:

09/930,123

10/080,975

10/164,292

10/632,680

60/507,655

10/722,368

29/188,273

10/732,182

10/830,641

Patent Numbers:

4,744,220

4,792,059

4,833,888

5,256, 327

5,102,659

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6,146,664

6,120,758

6,174,519

6,235,272

6,465,013

6,403,110

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6,723,688

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Z. Name and address of receiving party(ics)
Name: Mizuhor Corporate Bank, Ltd.
Internel Address:
Street Address:
1-1-3 Marunouchi Chivada-ku
or Hydrauth
City: Tokyo
Country: _iapan
Additional name(s) & Yes X No address(es) attached:
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patents involved: 24
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SF-1718745

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 27, 2004, is made between SHAKLEE CORPORATION, a Delaware corporation (the "Grantor"), and MIZUHO CORPORATE BANK, LTD., a Japanese banking corporation, as security agent for the Secured Parties referred to below (in such capacity, the "Security Agent").

RECITALS

- A. Shaklee Japan Kabushiki Kaisha, a Japanese corporation, the lenders from time to time party thereto (collectively, the "Credit Facility Lenders"), and the Security Agent (among others) are parties to a Credit Agreement dated as of May 25, 2004 (the "Japan Credit Agreement").
- B. Shaklee Corporation, a Delaware corporation (the "US Borrower" and, together with the Japanese Borrower, the "Borrowers"), the Administrative Agent, Mizuho Corporate Bank, Ltd., Los Angeles Agency, as Issuing Bank and the other banks from time to time party thereto (the Issuing Bank and such other banks, collectively, the "L/C Facility Lenders" and, together with the Credit Facility Lenders, the "Lenders") are parties to a Letter of Credit Facility Agreement dated as of May 25, 2004 (the "L/C Credit Agreement" and together with the Japan Credit Agreement, the "Credit Agreements").
- C. It is a condition precedent to the making of the Loans and issuing the Letters of Credit under the Credit Agreements that the Grantor enter into this Agreement and grant to the Security Agent for the ratable benefit of the Secured Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

1. <u>Definitions: Interpretation.</u>

- I.i Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Japan Credit Agreement or the Guaranty.
- 1.2 <u>Certain Defined Terms</u>. As used in this Agreement (including in the recitals hereof), the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.1.

"Event of Default" means an "Event of Default" under (and as defined in) either the Japan Credit Agreement or the L/C Credit Agreement.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means (i) the "Guaranteed Obligations" of the Grantor as defined in the Guaranty and the indebtedness, liabilities and other obligations of the Grantor to the Secured Parties under this Agreement and any other Guaranter Document, and (ii) the

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indebtedness, liabilities and other obligations of the Grantor to the Secured Parties under or in connection with the L/C Credit Agreement, the Letters of Credit and the other Loan Documents, including all Unpaid Drawings (as defined in the L/C Credit Agreement) under the Letters of Credit, all interest accrued thereon, all fees due under the L/C Credit Agreement and all other amounts payable by the US Borrower to the Secured Parties under or in connection therewith, in each case, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undatermined, and including interest that accrues after the commencement by or against the Grantor of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

- 1.3 <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- 1.4 <u>Interpretation</u>. The rules of interpretation set forth in Section 1.2 of the Japan Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

Security Interest.

- 2.1 Grant of Security Interest. As recurity for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Security Agent on behalf of and for the ratable benefit of the Secured Farties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):
- (a) all United States patents and patent applications, all licenses relating to any of the foregoing (except to the extent that the grant of a security interest therein would constitute a material breach thereof) and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all relastics, divisions, continuations, renewals, extensions and continuations in part thereof.
- (b) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;
- (c) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Agent is the loss payes thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
- (d) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

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2.2 <u>Continuing Security Interest</u>. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.10.

3. Supplement to Security Agreement.

The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Security Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

4. Representations and Warranties.

The Grantor represents and warrants to the Security Agent and the other Secured Parties that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications owned by the Grantor is set forth in Schedule A.

Further Acts.

On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be requested by the Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

Future Rights.

Except as otherwise expressly agreed to in writing by the Security Agent, if and when the Grantor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation in part of any patents, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Security Agent notice thereof within fifteen (15) days following the end of the calendar quarter during which the Grantor has obtained such rights or benefits. The Grantor shall do all things deemed necessary by the Security Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Security Agent in such future acquired Collateral. The Grantor hereby authorizes the Security Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney in fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

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7. Security Agent Appointed Attorney-in-Fact.

The Security Agent shall have the right to, in the name of the Grantor, or in the name of the Security Agent or otherwise, without notice to or assent by the Grantor, and the Grantor ... hereby constitutes and appoints the Scourity Agent (and any of the Security Agent's officers or employees or Security Agents designated by the Security Agent) as the Grantor's true and lawful attorney in fact, with full power and authority, and hereby authorizes the Security Agent: (a) to sign and file in the name of the Grantor (with or without Grantor's signature) any financing statement or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Security Agent deems necessary in order to parfect or continue perfected, maintain the priority or enforceability of or provide notice of the Security Agent's security interest in, the Collateral; and (b) to execute any and all other documents and instruments, and to perform any said all acts and things for and on behalf of the Grantor, which the Security Agent may deem necessary to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (iii) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Security Agent to use the Collateral, to grant or issue any exclusive or non exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Security Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itsalf, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Revolving Iloan Commitments, the L/C Lenders have any L/C Commitments, any Letter of Credit shall remain outstanding or the Secured Obligations have not been indefeasibly paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Security Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

Security Agent Performance of Grantor Obligations.

The Security Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Security Agent on demand for any amounts paid by the Security Agent pursuant to this Section 8.

9. Security Agent's Duties.

Notwithstanding any provision contained in this Agroement, the Security Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Security Agent hereunder, the Security Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

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10. Remedies.

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Upon the occurrence of any Event of Default, the Security Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreements or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Security Agent shall at all times have such royalty free licenses set forth in Section 11.2 of the US Security Agreement, to the extent permitted by law, and have such right under any Collateral as may be reasonably necessary to permit the exercise of any of the Security Agent's rights or remedies upon or after the occurrence of an Event of Default, including the Security Agent's rights to sell inventory which is acquired by the Grantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Security Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action at the Security Agent deems necessary or advisable, in the name of the Grantor or the Security Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Security Agent, do any and all lawful acts and execute any and all documents required by the Security Agent in aid of such enforcement.

11. Miscellaneous.

- 11.1 <u>Notices</u>. All notices and other communications provided for hereunder shall be given in the manner and to the addresses specified in the Guaranty. All such notices and communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (a) delivered by hand; (b) sent by mail, upon the earlier of the date of receipt or five Eusiness Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; (c) sent by facsimile transmission; or (d) sent by email.
- 11.2 No Waiver: Cumulative Remedies. No failure on the part of the Security Agent or any other Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Security Agent.
- 11.3 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Security Agent and each other Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.
- 11.4 Governing Law. This agreement shall be governed by, and construed in accordance with, the Law of the state of california, except as required by mandatory provisions of Law and to the extent the validity or perfection of the security interests

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HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

- 11.5 Entire Agreement: Amendment. This Agreement and the documents referred to herein contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Guaranty.
- 11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.
- 11.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
- 11.S <u>Incorporation of Provisions of the Guaranty</u>. To the extent the Guaranty contains provisions of general applicability to the Guarantor Documents, such provisions are incorporated herein by this reference.
- 11.9 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- 11.10 Temination. Upon the termination of the Revolving Loan Commitments of the Lenders, the termination of the L/C Commitments of the L/C Lenders, the surrender of the Letters of Credit and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Security Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Security Agent hereunder, including cancellation of this Agreement by written notice from the Security Agent to the PTO.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

SHAKLEE CORPORATION

By:

Name: Marjorie L. Fine

Title: Sendor Vice President, General Counsel and Assistant Secretary

THE SECURITY AGENT:

MIZUHO(CORPORATE BANK, LTD.

By:

Name: Title:

[U.S. PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

SHAKLEE CORPORATION

By: Name: Title:

THE SECURITY AGENT:

MIZUHO CORPORATE BANK, LTD.

By:

Name: Title:

Yakiki) ko Temitori General Manager

Financial Products Administration Division

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Schedule A To Patent Security Agreement

SHAKLEE CORPORATION U.S. PATENTS

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