

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Confirmatory Assignment effective 12/24/2003

CONVEYING PARTY DATA

Name	Execution Date
The 54 Group, Ltd.	02/05/2004

RECEIVING PARTY DATA

Name:	BugAway Brands, L.L.C.
Street Address:	P.O. Box 6146
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	09874361
Application Number:	10162009
PCT Number:	US0217583
Application Number:	11087389

CORRESPONDENCE DATA

Fax Number: (646)728-2580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-596-9000
Email: jeffrey.ingerman@ropesgray.com
Correspondent Name: Jeffrey H. Ingerman
Address Line 1: Fish & Neave IP Group, Ropes & Gray LLP
Address Line 2: 1251 Avenue of the Americas FL C3
Address Line 4: New York, NEW YORK 10020-1105

NAME OF SUBMITTER:

Jeffrey H. Ingerman

Total Attachments: 5
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C O N F I R M A T O R Y A S S I G N M E N T

WHEREAS, BUGAWAY BRANDS, L.L.C., a limited liability company, organized and existing under the laws of the State of Delaware and having an address of P.O. Box 6146, Woodland Hills, California, 91367, obtained by assignment from THE 54 GROUP, LTD. all right, title, and interest in and to United States Patent Application No. 09/874,361, filed June 5, 2001, United States Patent Application No. 10/162,009, filed June 4, 2004, International Application No. PCT/US02/17583, and the inventions disclosed therein, said assignment having an effective date of December 24, 2003 and attached hereto as Exhibit A;

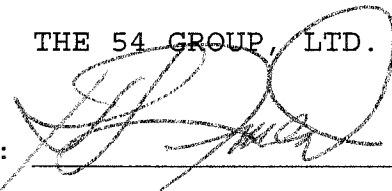
WHEREAS, said THE 54 GROUP, LTD. is desirous of confirming the transfer of all right, title, and interest in and to said U.S. Patent Application No. 09/874,361, said U.S. Patent Application No. 10/162,009, said International Application No. PCT/US02/17583, and said inventions to said BUGAWAY BRANDS, L.L.C., its successors, assigns and legal representatives;

NOW, THEREFORE, be it known that for good and valuable consideration already received, the sufficiency of which is hereby acknowledged, THE 54 GROUP, LTD. hereby confirms that it has sold, assigned and transferred unto said BUGAWAY BRANDS, L.L.C., its successors, assigns and legal representatives, as of December 24, 2003, all right, title and interest in and to said inventions and any improvements thereon for all countries of the world, and in and to said U.S. Patent Application No. 09/874,361, said U.S. Patent Application

No. 10/162,009, and said International Application No. PCT/US02/17583, including any continuations and divisions thereof, and any substitute applications therefor, and including the right to claim priority under the International Convention based on said U.S. patent applications, and any patent which has issued or may issue thereon, and any reissues of the same; and all right, title and interest in and to every patent application filed or to be filed on said inventions in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same; and THE 54 GROUP, LTD. hereby authorizes and requests competent authorities to grant and issue any and all patents on said inventions to said BUGAWAY BRANDS, L.L.C., its successors, assigns, and legal representatives, as the assignee of the interest therein; and THE 54 GROUP, LTD. further agrees to execute upon request of said BUGAWAY BRANDS, L.L.C., its successors, assigns, and legal representatives, such additional documents, if any, as are necessary and proper to secure patent protection on said inventions throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the assignees under this Assignment.

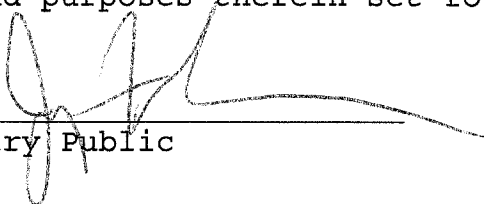
IN TESTIMONY WHEREOF, I have hereunto signed my name on the date indicated hereinafter.

2/5/04
Date

THE 54 GROUP, LTD.
By: 
Howard L. Fried
President

STATE OF NEW YORK)
 : ss.:
COUNTY OF WESTCHESTER)

On this 5 day of February 2004, the above-named Howard L. Fried appeared before me in person and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.



Notary Public

(Notarial seal)

My Commission expires:

Jay Friedman
Notary Public
01FR6057391
County Of Westchester
Expires April 16 2007

PATENT ASSIGNMENT

This Agreement dated as of December 24, 2003 is by and between The 54 Group, Inc. ("Assignor") and Bugaway Brands LLC ("Assignee").

Whereas, Assignor has invented a certain new and useful environmentally safe insect repellent (the "Invention") for which an application for a United States Patent was filed on June 4, 2002, preliminary class 424, Application Number 10/162,009, which application was denied on October 2, 2002, with the Assignor given certain rights to further petition for a license;

Whereas, Assignee is desirous of acquiring the entire right, title and interest in such further rights, including but not limited to, the patent claim, all rights to prepare derivative works, all goodwill and all other rights (the "Patent");

Now, therefore, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

2. Consideration. An amount paid to Assignor, as reflected in an Asset Acquisition Agreement of even date, the receipt whereof is acknowledged, and other good and valuable consideration.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. Entire Agreement. This Agreement together with the Asset Acquisition Agreement and related documents contain the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any

prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with the laws of New York State.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment dated as of December 24, 2003, which Assignment shall be effective as of such date.

Assignor
The 54 Group

By: 
Howard Fried, President

Assignee
Bugaway Brands, LLC
By DM Fried Investment Company, LLC
Manager

By: 
Donald Fried, Manager

Patent Assignment