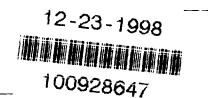
FORM PTO-1618A Expires 06/30/99 OMB 0651-0027



U.S. Department of Commerce Patent and Trademark Office TRADEMARK

12-21-98

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY					
	Please record the attached original document(s) or copy(ies).				
Submission Type	Conveyance Type				
X New	Assignment License				
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assignment				
Correction of PTO Error	Merger Effective Date Month Day Year				
Reel # Frame #	Change of Name				
Corrective Document Reel # Frame #	Other				
Conveying Party x	Mark if additional names of conveying parties attached Execution Date				
Name IGEN, Inc.	Month Day Year 12181998				
Formerly					
Individual General Partnership	Limited Partnership X Corporation Association				
Other					
X Citizenship/State of Incorporation/Organiza	tion Delaware				
Receiving Party	Mark if additional names of receiving parties attached				
Name GLAXO WELLCOME INC.					
DBA/AKA/TA					
Composed of					
Address (line 1) Five Moore Drive					
Address (line 2)					
Address (line 3) Research Triangle Park	NC 27709				
Individual General Partnership	State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is				
X Corporation Association	not domiciled in the United States, an				
A Corporation Association appointment of a domestic representative should be attached. Other					
	document from Assignment.)				
Citizenship/State of Incorporation/Organization North Carolina					
E/C3/1730 MIGUIEN GOODGE ALIGNE LOCOFOE	OFFICE USE ONLY 40E				
FC:481 40.00 CH	, -				

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief information Officer, Washington, D.C. 20231 and to the Office of information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM Expires 06/3 OMB 0651-	0/99		18E
lomos	tic	Do	nro

Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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)					
Correspond	dent Name and Address	Area Code and Telephone Number			
Name	Maury M. Tepper, I	II, Trademark Attorney			
Address (line 1)	Glaxo Wellcome Inc				
Address (line 2)	Intellectual Prope	erty Group - MAI 476			
Address (line 3)	Five Moore Drive				
Address (line 4)	Research Triangle	Park, NC 27709			
Pages	Enter the total number of paincluding any attachments.	ages of the attached conveyance doc	# 15		
Trademark	Application Number(s) o	or Registration Number(s)	Mark if additional numbers attached		
Enter either th	e Trademark Application Number <u>or</u> l	the Registration Number (DO NOT ENTER BOTI	— H numbers for the same property).		
Tra	demark Application Number	(s) Registra	ation Number(s)		
75252029					
L					
Number of	Properties Enter the total	al number of properties involved.	# 1		
Fee Amour		or Properties Listed (37 CFR 3.41):			
		·	\$ 40.00		
Deposit A		osed Deposit Account X			
	payment by deposit account or if add	fitional fees can be charged to the account.) Deposit Account Number:	# 07-1392		
	,	Authorization to charge additional fees:	Yes X No		
Statement a	and Signature				
To the best of my knowledge and belief, the foregoing information is true and correct and any					
atta		original document. Charges to deposit ac			
	. Tepper, III		$\theta \neq -1$		
	rk Attorney	-11111111			
Name	of Person Signing	Signature	Date Signed		

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Enter Additional Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name ImmunoGenetics, Inc.	12181998
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship State of Incorporation/Organization	n Delaware
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	
City Individual General Partnership	State/Country Zip Code Limited Darthorship If document to be recorded is an
Corporation Association	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached
Other	(Designation must be a separate document from the Assignment.)
Citizenship/State of Incorporation/Organization	оп
Trademark Application Number(s) or Re	egistration Number(s) Mark if additional numbers attached egistration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s)
	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made and dated December 18, 1998, by and among IGI, INC., a Delaware corporation, IGEN, Inc., a Delaware corporation, ImmunoGenetics, Inc., a Delware corporation (hereinafter collectively referred to as "<u>IGI</u>"), and GLAXO WELLCOME INC., a North Carolina corporation (hereinafter referred to as "<u>GW</u>").

WITNESSETH:

WHEREAS, GW and IGI have entered into a Termination Agreement dated December 10th, 1998 (the "<u>Termination Agreement</u>") pursuant to which, among other things, GW is transferring certain assets to IGI and IGI is delivering to GW a Promissory Note dated December 18th, 1998 in the original principal amount of \$608,000 and a Promissory Note dated December 10th, 1998 in the original principal amount of \$200,000 (collectively, the "<u>Notes</u>"); and

WHEREAS, IGI desires to secure the prompt payment and performance of all of its obligations under the Termination Agreement, the Notes, and this Agreement (collectively, the "Obligations") by granting to GW a security interest and lien on the Collateral (as defined below);

NOW, THEREFORE, in consideration of the benefits to IGI, the receipt and legal sufficiency of which are hereby acknowledged, IGI hereby makes the following representations and warranties to GW and hereby covenants and agrees with GW as follows:

- Grant of Security Interests. As security for the prompt and complete payment and performance when due of all of the Obligations, IGI does hereby assign, transfer, pledge, and hypothecate unto GW, and does hereby grant to GW, a continuing security interest of first priority in all of the right, title, and interest of IGI in, to, and under all of the following, wherever located, however arising or created, whether now existing or hereafter from time to time acquired or created, together with any and all additions and accessions thereto or replacements thereof, and any products and/or proceeds thereof (collectively, the "Collateral"):
- (a) All of trademarks set forth on <u>Schedule 1(a)</u> attached hereto (the "<u>Trademarks</u>"), and all trademark rights with respect thereto, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Trademarks and trademark rights;

- (b) All of IGI's right, title, and interest to register trademark claims under any state or federal trademark law or law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of IGI or in the name of GW for past, present, and future infringements of the Trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country arising in connection with or associated with the Trademarks;
- (c) The entire goodwill associated with the businesses now or hereafter conducted by IGI or connected with or symbolized by the Trademarks;
- (d) All of the inventory set forth on <u>Schedule 1(d)</u> attached hereto (the "<u>Inventory</u>"); and
- (e) All accounts (as such term is used under the Uniform Commercial Code) or accounts receivable arising out of the Inventory (the "Accounts").
- 2. <u>Title to Collateral</u>. IGI represents and warrants that it is the owner of the Collateral and has good, valid, insurable, and marketable title to the Collateral free and clear of all liens, security interests, and other encumbrances except for those in favor of GW.
- 3. <u>Representations, Warranties and Covenants Concerning Trademarks</u>. IGI represents, warrants and covenants that:
- (a) IGI is the sole and exclusive owner of the entire right, title, and interest in and to each of the Trademarks, free and clear of any liens, charges, and encumbrances, including pledges, assignments, and licenses.
- (b) IGI will use consistent standards of high quality (which may be consistent with its past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the Trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the Trademarks.
- (c) Promptly, following IGI's becoming aware thereof, IGI shall notify GW of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding IGI's claim of ownership in any of the Trademarks, its right to apply for the same, or its right to keep and maintain such Trademark rights.
 - (d) IGI shall not divest itself of any right under the Trademarks.
- (e) IGI, promptly upon learning thereof, shall notify GW in writing of the name and address of, and shall furnish such pertinent information that may be available with respect to, any party who may be infringing or otherwise violating any of IGI's rights in and to the

Trademarks, or with respect to any party claiming that IGI's use of the Trademarks violates any property right of that party. IGI shall, unless otherwise directed by GW, diligently prosecute any person infringing on the Trademarks.

- (f) IGI shall use the Trademarks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve the Trademarks as trademarks registered under the laws of the United States.
- (g) IGI, at its own expense, shall diligently process all documents required under applicable law to maintain trademark registration for the Trademarks, and shall pay all fees and expenses in connection therewith.
- 4. <u>Transfer and Other Liens</u>. IGI will not sell, lease, transfer, exchange, or otherwise dispose of the Collateral, or any part thereof, without the prior written consent of GW and will not permit or suffer to exist any lien, security interest, or other encumbrance to attach to the Collateral, or any part thereof, other than those in favor of GW or those permitted by GW in writing. Notwithstanding the foregoing and any other provisions of this Agreement, IGI may sell inventory on commercially reasonable terms in the ordinary course of business
- 5. Further Assurances. IGI, upon request of GW, will deliver and execute or cause to be delivered and executed, in form and content satisfactory to GW, any financing, continuation, termination, or security interest filing statements, security agreement, assignment, or other document as GW may request in order to perfect, preserve, maintain, or continue the perfection of GW's security interest in the Collateral or its priority, including, without limitation, any document necessary to record GW's security interest in the Trademarks in the United States Patent and Trademark Office. IGI will pay the costs of filing any financing, continuation, termination, or security interest filing statement or assignment as well as any recordation or transfer tax required by law to be paid in connection with the filing or recording thereof.
- 6. 6. Perfection of Security Interest. Except for the filing of financing statements with the State of New Jersey and Atlantic County, New Jersey and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by IGI of the security interest hereunder or for the execution, delivery, or performance of this Agreement by IGI or for the perfection of or the exercise by GW of its rights hereunder to the Collateral
- 7. Other Financing Statements. There exists no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral, and so long as any of the Obligations remain unpaid or unperformed, IGI will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) relating to the Collateral, except financing statements (or similar statements or instruments of registration under the law of any jurisdiction) filed or to be filed in respect of and covering the security interests granted to GW by IGI.

- 8. No Offsets. No dispute, right of setoff, counterclaim, or defense exists with respect to the Collateral or any part of the Collateral.
- 9. <u>Representations and Warranties</u>. All of the representations and warranties made by IGI in all instruments and documents evidencing and securing the Obligations or any part thereof, including, without limitation, this Agreement, are true and correct in all material respects.
- 10. No Conflict With Laws. Neither the execution and delivery of this Agreement and the other documents executed in connection herewith, nor consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene or conflict with any provision of law, statute, or regulation to which IGI is subject or any judgment, license, order, or permit applicable to IGI or any indenture, mortgage, deed of trust, agreement or other instrument to which IGI may be subject, or violate or contravene any provision of the bylaws of IGI or the instruments of incorporation forming IGI.
- 11. Power of Attorney. Each of the IGI entities referred to on the signature page hereof hereby appoints GW as IGI's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place, and stead of IGI, as the case may be: (a) file this Agreement (or an abstract hereof) or any other document describing GW's interest in the Collateral with any appropriate governmental office (including, without limitation, the State of New Jersey or any political subdivision thereof and the United States Patent and Trademark Office); (b) take any action and execute any instrument that GW may deem necessary or advisable to accomplish the purposes of this Agreement; and (c) following an Event of Default, (i) endorse IGI's name on all applications, documents, papers, and instruments necessary for GW to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that GW may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce GW's rights with respect to any of the Collateral; and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.
- 12. Right to Inspect. IGI grants to GW and its employees and agents the right to visit IGI's plants, corporate offices, and facilities that manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. If during an inspection GW discovers that any of the products on which the Trademarks are being used do not meet the applicable quality control standards, GW shall notify IGI and thereafter, IGI agrees that it (i) shall take prompt corrective action to address any issues raised by GW with respect to quality control, and (ii) shall not sell, market nor distribute any inventory of such products on which the Trademarks are being used.
- 13. Name of IGI, Place(s) of Business, and Location of Collateral. IGI represents and warrants that its correct legal name is as specified on the signature lines of this Agreement, and each legal or trade name of IGI for the previous seven (7) years (if different from IGI's current

legal name) is as specified below the signature lines of this Agreement. IGI shall provide GW with thirty (30) prior notice before IGI changes its name, dissolves, merges, or consolidates with any other person. IGI warrants that the address of its chief executive office is as specified below the signature lines of this Agreement. The Collateral and all books and records pertaining to the Collateral will be located at IGI's chief executive office specified below. IGI may establish a new location for the Collateral, or any part thereof, or the books and records concerning the Collateral, or any part thereof, only if (a) it shall have given to GW prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as GW may request, and (b) with respect to such new location, it shall have taken all action satisfactory to GW to maintain the security interest of GW in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

- 14. Care of Collateral. IGI will maintain the Collateral in good condition and will not do or permit anything to be done to the Collateral that may impair its value in any material respect or that may violate the terms of any insurance covering the Collateral or any part thereof in any material respect. IGI will at all times keep the Inventory insured in amounts sufficient to replace all Inventory at market cost and will specify that GW is named as an additional insured as its interest may appear. GW may apply any proceeds of such insurance when received by it toward the payment of any of the Obligations to the extent the same shall then be due. IGI assumes all liability and responsibility in connection with the Collateral and the liability of IGI to pay its Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged, or for any reason whatsoever be unavailable to IGI.
- 15. <u>Taxes</u>. IGI shall pay as and when due and payable all taxes, levies, license fees, assessments, and other impositions levied on the Collateral or any part thereof for its use and operations.
- 16. <u>Litigation and Proceedings</u>. IGI shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are necessary to protect the Collateral. IGI shall provide to GW any information with respect thereto reasonably requested by GW.
- 17. <u>Default</u>. The occurrence of any one or more of the following events shall constitute an event of default (each an "<u>Event of Default</u>") under this Agreement and the Notes: (a) failure of IGI to pay any amount due under the Notes when due and payable; (b) failure of IGI to perform, observe, or comply with any of the provisions of this Agreement or the Termination Agreement or the Notes in any material respect; (c) if IGI is generally not paying its debts as such debts become due; (d) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of IGI in an involuntary case under the United States Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state insolvency or other similar law and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (e) the filing by IGI of a petition for relief under the United States Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state insolvency or other similar law; (f) an application for the appointment of a receiver for, the

making of a general assignment for the benefit of creditors by, or the insolvency of IGI;; (g) the determination in good faith by GW that a material adverse change has occurred in the financial condition of IGI; or (h) the determination in good faith by GW that the prospect of payment under the Notes is materially impaired for any reason.

18. Rights and Remedies upon Default. Upon the occurrence of an Event of Default hereunder (and in addition to all of its other rights, powers, and remedies under this Agreement or otherwise), GW, at its option and without notice to IGI, may declare the unpaid balance of the Notes, or either of them, and all accrued interest thereon to be immediately due and payable. The occurrence or non-occurrence of an Event of Default shall in no manner impair the ability of GW to demand payment of any portion of IGI's Obligations that are payable on demand GW shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted and in effect in North Carolina and other applicable laws, including, without limitation, with respect to the Collateral upon an Event of Default. In addition, GW may, by written notice to IGI take any of the following actions: (a) declare the entire right, title, and interest of IGI in and to the Trademarks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title, and interest shall immediately vest, in GW, in which case IGI agrees to execute an assignment in form and substance satisfactory to GW of all its rights, title, and interest in and to the Trademarks to GW; (b) take and use or sell the Trademarks and the goodwill of IGI's business symbolized by the Trademarks and the right to carry on the business and use the assets of IGI in connection with which the Trademarks have been used; and (c) direct IGI to refrain, in which event IGI shall refrain, from using the Trademarks in any manner whatsoever, directly or indirectly, and, if requested by GW, to execute such other and further documents that GW may request to further confirm this and to transfer ownership of the Trademarks to GW. IGI shall pay on demand all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by or on behalf of GW (a) in enforcing IGI's Obligations, and (b) in connection with the taking, holding, preparing for sale or other disposition, selling, managing, collecting, or otherwise disposing of the Collateral. All of such costs and expenses (collectively, the "Liquidation Costs") together with interest thereon at eighteen percent (18%) per annum from the date of payment until repaid in full, shall be paid by IGI to GW on demand and shall constitute and become a part of the obligations secured hereby Any proceeds of sale or other disposition of the Collateral will be applied by GW to the payment of Liquidation Costs, and any balance of such proceeds will be applied by GW to the payment of the remaining obligations of IGI in such order and manner of application as GW may determine IGI hereby grants to GW, as security for the full and punctual payment and performance of IGI's Obligations, a continuing security interest in and lien on all now or hereafter existing balances, credits, accounts, deposits, and all other sums credited by, maintained with, or due from GW or any affiliate of GW to IGI; and regardless of the adequacy of any Collateral or other means of obtaining repayment of IGI's Obligations, GW may at any time and without notice to IGI set off the whole or any portion or portions of any or all such balances, credits, accounts, deposits, and other sums against any and all of IGI's Obligations.

19. <u>Deficiency</u>. If the sale or other disposition of the Collateral fails to satisfy in full IGI's Obligations to GW, IGI shall remain liable to GW for any deficiency.

- 20. Remedies Cumulative. Each right, power, and remedy of GW as provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by GW of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by GW of any or all such other rights, powers, or remedies.
- 21. <u>Certain Information</u>. IGI shall provide to GW copies of audited year-end financial statements within ninety (90) days of IGI's year-end financial reporting periods. IGI shall provide to GW, copies of all mid-year financial statements (audited or unaudited) within forty-five (45) days of IGI's mid-year financial reporting periods.
- 22. <u>Waiver</u>. No failure or delay by GW to insist upon the strict performance of any term, condition, covenant, or agreement of this Agreement, the Termination Agreement, or the Notes, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude GW from exercising any such right, power, or remedy at any later time or times.
- 23. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by: (a) registered or certified mail, return receipt requested; (b) a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid; or (c) facsimile (with the original promptly sent by any of the foregoing manners). Any such notices shall be addressed to the receiving party at such party's address set forth below, or at such other address as may from time to time be furnished by similar notice by either party.

If to GW:

Glaxo Wellcome Inc. Five Moore Drive Research Triangle Park, NC 27709

Attn.: Vice President-Dermatology

Glaxo Wellcome Inc. Five Moore Drive Research Triangle Park, NC 27709

Attn: General Counsel

If to IGI:

IGI, Inc.
Wheat Road & Lincoln Avenue
Buena, New Jersey 08310
Attn: President

IGI, Inc.
Wheat Road & Lincoln Avenue
Buena, New Jersey 08310

Attn: General Counsel

Any such notice or communication shall be effective upon such personal delivery or delivery to such courier, upon transmission by facsimile, or three (3) days after it is sent by such

registered or certified mail, as the case may be. Copies shall be sent in the same manner as originals.

24. <u>Miscellaneous</u>. Neither this Agreement, nor any term, condition, covenant, or agreement hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without regard to the conflicts of laws principles thereof), shall be binding upon the successors and assigns of IGI and shall inure to the benefit of the successors and assigns of GW.

IN WITNESS WHEREOF, IGI has caused this Agreement to be duly executed under seal, by authority of its Board of Directors duly given, as of the date first above written.

IGI, INC. ATTEST: By: Name: Title: Secretary [Corporate Seal] Legal or tradename of IGI for the previous seven (7) years. IGI. Inc. Address of chief executive office of IGI: Lincoln Avenue & Wheat Road Buena, NJ 08310-0687 IGEN, INC. ATTEST: By: Name: Title:

[Corporate Seal]

Accepted and Agreed:

GLAXO WELLCOME INC.

By. _

Death/J. Mitchell

Vice President - Business Development and Planning

General Manager, Specialty Divisions

Z:\JMS\Client\IGI\Termination\SecurityAgrmt.doc

On the 15 th day of December, 1998, before me, a Notary Public in and for the jurisdiction set forth above, personally appeared Robert E MCDanum.

6 and Solve of 161, 1600+1 and solve, being duly sworn, did depose and say and acknowledge to me that he did execute the foregoing Security Agreement who, being duly sworn, did acknowledge that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authorization of the Board of Directors of said corporation; that he signed his name thereto and that the same is the duly authorized free act and deed of such entity; and swore thereto.

Notary Public

My Commission Expires:

THERESA R. DEMATE NOTE NOTE OF 189 1 388Y My Commission Express May 1 2000

Trademarks

TRADEMARK

APPLICATIONS SERIAL NO. FILING DATE

WELLSKIN 75/252,029 March 5, 1997

Schedule 1(d)

Inventory

[See attached Schedule]

LIST OF INVENTORY

							Months	Value of	IGI Est Units
Wellskin		Aug-98	11/13/98		Orders	Monthly	Supply	Orders	End 12/98
Item	Description	Std Cost	Inventory	COGS @std	on Hand	Usage	(on order)		
0173058000	Facial Lotion SPF8	1.487200	15,757	\$23,433. 81		1,529	10.3		16,402
0173058100	Facial Cream SPF 8	1.288600	26,205	\$33,767.76		1,108	23 .7		26,908
0173058200	Adv Sunscreening SP25	2.638400	36,584	\$96,523.23		576	63. 6		36,755
0173058300	Hand Cream SPF 15	3.005300	22,702	\$68,22 6.32		308	73 .7		22,887
0173058400	Body Lotion SPF 15	5.270000	2,000	\$10,540.00	10,000	1,610	7.5	\$52,700.00	-
0173058700) Facial Cleanser	2.145600	32,838	\$70,457.21		2,924	11.2		33,864
0173058800	Smoothing Eye Cream	0.953100	0	\$0 .00	13,000	1,193	10 .9	\$12,390.30	261
0173058900) Glycolic Exfoliator System	8.033100	216	\$1,735.15		37	5 .9		217
0173059000	Olly Skin Toner	1.480600	5,588	\$8,273 .59		662	8.4		5,737
0173059100) Adv Moisture Lation	1.314600	22,691	\$29,829.59		465	48 .9		23,028
#8525	DRYSKINKIT	5.500000	1,559	\$8,574.50		500	3.1		
#8526	WellSkin Holiday Kit	11.650000	749	\$8,725.85		500	1.5		
	Total Wellskin			\$360,087.01					

TRADEMARK
RECORDED: 12/21/1998 REEL: 1831 FRAME: 0357