

FEB 1

02-05-1999

U.S. DEPARTMENT OF COMMERCE
Patents and Trademarks Office

RECO



100959319

MED
2/1/99

To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies): Thompson Medical Company, Inc.

Individual(s)
 General Partnership
 Corporation-State
 Association
 Limited Partnership
 Other

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

3. Nature of Conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: 12/21/98

2. Name and address of receiving party(ies):
 Name: Signal Investment & Management, Co.

Street Address: 1105 North Market Street, Suite 1300
 City Wilmington State DE Zip 19390

Individual(s) Citizenship
 National Banking Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s): 74/486,975; 75/333,172

Additional numbers attached? Yes No

B. Trademark No.(s): 1,491,903; 1,068,862; 1,712,993; 933,107; 2,133,406; 1,022,455; 2,027,866; 1,930,288; 2,034,577; 1,240,837

5. Name and address of party to whom correspondence concerning document should be mailed:
Douglas T. Johnson
832 Georgia Ave., Suite 1000
Chattanooga, TN 37402-2289

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$315.00
 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.

1/26/99
 Date

Signature

Douglas T. Johnson
 Name of Person Signing

02/05/1999 DNGUYEN 00000115 1491903

Total number of pages including cover sheet: 8

01 FC:481 40.00 OP
 02 FC:482 275.00 OP

Do not detach this portion

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

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

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and effective as of the 21st day of December, 1998, by and between Thompson Medical Company, Inc., a New York corporation ("Assignor"), and Signal Investment & Management Co., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is engaged in developing, manufacturing (exclusively through third party manufacturers), selling, promoting and marketing certain over-the-counter pharmaceutical products; and

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale Agreement dated as of November 16, 1998 (the "Purchase Agreement"), pursuant to which Assignor is to sell or cause to be sold to Assignee, and Assignee is to purchase and acquire, among other things, certain assets of Assignor, including all of Assignor's rights, title, and interest in all of the trademarks, trade names, and services marks listed on Schedule A hereto, including the registrations and/or applications to register the same as set forth on Schedule A hereto (collectively, the "Trademarks"), and including that portion of Assignor's business in connection with which Assignor has a bona fide intent to use any such Trademarks not presently in use;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all of Assignor's rights, title and interest in and to:

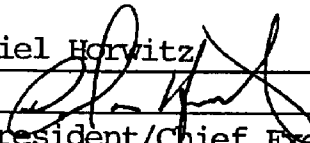
- (i) the Trademarks;
- (ii) the goodwill of Assignor's business associated with the use of the Trademarks;
- (iii) that portion of Assignor's business in connection with which Assignor has a bona fide intent to use any such Trademarks not presently in use;
- (iv) all rights of enforcement and rights to damages for past infringement of the Trademarks; and
- (v) all rights, including common law rights, corresponding to the Trademarks.

FURTHERMORE, Assignor will (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate the Assignee's title to the Trademarks.


The Assignor's assignment of the Trademarks effected by this Assignment and by any other instrument or deed of assignment executed pursuant to this Assignment, is made pursuant to, and is subject to the terms of, Purchase Agreement and nothing in this Assignment or such other instrument or deed of assignment shall be construed or interpreted as superseding the provisions of the Purchase Agreement.

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

THOMPSON MEDICAL COMPANY, INC.

By: Daniel Horwitz
Name: 
Title: President/Chief Executive Officer


SIGNAL INVESTMENT & MANAGEMENT CO.

By: 
Name: A. Alexander Taylor, II
Title: President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public in and for the county and state aforesaid, do hereby certify that Mr. Daniel N. Horwitz, the President + CEO of Thompson Medical Company, Inc., appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 21st day of December, 1998.



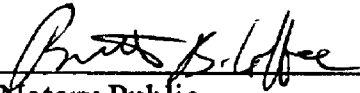
Notary Public

My commission expires: September 22, 1999

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public in and for the county and state aforesaid, do hereby certify that Mr. A. Alexander Taylor II, the President of Signal Investment & Management Co., appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial - seal this 21st day of December, 1998.



Notary Public

My commission expires: September 22, 1999

Assigned Trademarks

(see attached)

US Trademarks:

1. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Goods</u>
USA	Arthritis Hot	1,491,903	6/14/88	Analgesic Cream. Class 5
USA	Aspercreme	933,107	5/2/72	An Analgesic Cream for topical Application. Class 5
USA	Aspergel	2,027,866	12/31/96	Topical Analgesic Products. Class 5
USA	Capzasin-HP	2,034,577	1/28/97	Topical Analgesics. Class 5
USA	Dexatrim	1,068,862	7/5/77	Appetite Control Preparation. Class 5
USA	Dexatrim All Natural	2,133,406	1/27/98	Dietary Supplements Products for Human Use Only. Class 5
USA	P Purified Capsaicin and Design	1,930,288	10/24/95	External Analgesic. Class 5
USA	Salycin	1,240,837	6/7/83	Active Ingredient of Analgesic Cream for Topical Application. Class 5
USA	Sportscreme	1,712,993	9/8/92	Analgesic Cream fo Topical Application. Class 5
USA	Appedrine	1,022,455	10/14/75	Pharmaceutical Preparation to Aid in Reducing. Class 5

2. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Goods</u>
USA	Capzasin P	74,486975	02/07/94	External Analgesic. Class 5
USA	Salycin	75,333172	07/30/97	Topical Analgesic Products. Class 5

3. Trademark Applications to be Withdrawn

The following trademark application will not be assigned, and will be withdrawn following the Closing:

<u>Country</u>	<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Goods</u>
USA	Dexatrim	75/117786	06/12/96	Meal replacement products in powder and liquid form. Class 5; and Chocolate-coated nutrition crunch bars. Class 30