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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

100788261

attached original documents or copy thereof.

1. Name of conveying party(ies):
Mirador International, Inc.
(Delaware Corporation)

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

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

3. Nature of conveyance:

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

Execution Date: October 1, 1997

2. Name and address of receiving party(ies)

Name: Joseph M. Segel

Internal Address: _____

Street Address: 1038 Raffles Lane

City: Bryn Mawr State: PA ZIP: 19010

Individual(s) citizenship U.S.A.

Association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,093,359

Additional numbers attached? Yes No

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

Name: Manny Pokotilow; Caesar, Rivise, Bernstein, Cohen & Pokotilow, Ltd.
Internal Address: _____

Street Address: 12th Fl - 7 Penn Center

1635 Market Street

City: Phila State: PA ZIP: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-0075

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

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DO NOT USE THIS SPACE

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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.

Manny D. Pokotilow
Name of Person Signing

Manny D. Pokotilow
Signature

July 29, 1998
Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made this 1st day of October, 1997 by Mirador International, Inc., a Delaware corporation ("Assignor") to Joseph M. Segel ("Assignee")

WHEREAS, Assignor has adopted and is currently using the trademarks and registrations set forth on Annex I hereto, which are in use in the United States and Europe in connection with cosmetics and skin care products (the "trademarks and names") and which are eligible for registration in other countries;

WHEREAS, by this Assignment, Assignor desires to transfer its entire interest in the trademarks and names as related to cosmetics and skin care products to Assignee in consideration for the forgiveness by Assignee of \$250,000 in debt owed by Assignor; and

NOW, THEREFORE, in consideration for the forgiveness by Assignee of \$250,000 in debt owed to Assignee by Assignor, and for other valuable consideration, Assignor hereby sells, assigns, transfers and sets over to Assignee the Assignor's entire right, title and interest in and to the trademarks and names set forth in Annex I as related to cosmetics and skin care products, along with the goodwill appurtenant thereto, and assigns to and authorizes Assignee to file or prosecute in his name, applications, in all countries, the same to be held and enjoyed by said Assignee, his successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said trademarks and names, may be registered, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made; and

Assignor hereby covenants that it has the full corporate right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith,

and it further covenants and agrees that it will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said trademarks and names to Assignee, his successors, assigns, nominees, or legal representatives, and it agrees to communicate to Assignee or to his nominee all known facts respecting said trademarks and names, to testify in any legal proceedings, to sign all lawful papers, to make all rightful oaths, and generally to do everything possible to aid said Assignee, his successors, assigns, nominees, and legal representatives to obtain and enforce for his or their own benefit proper protection for said trademarks and names.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to said Assignee the entire right, title and interest in any and all registrations, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

MIRADOR INTERNATIONAL, INC.

By: *Joseph M. Sigel* (L.S.)

Title: *President*

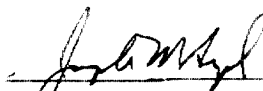
Date: *October 1, 1997*

ASSIGNMENT

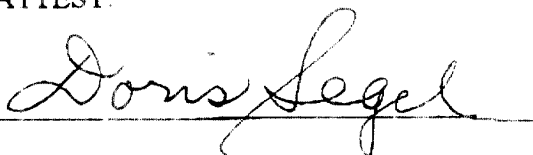
Mirador International, Inc. ("Assignor") hereby assigns to Joseph M. Segel the royalty payments due to Assignor under that certain agreement among QVC, Inc., International Skincare Research, Inc. and Mirador International, Inc. dated March 1, 1997.

Mirador International, Inc.

Date: October 1, 1997

By: 
Name: JOSEPH M. SEGEL
Title: PRESIDENT

ATTEST:



U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date Issued</u>
LE MIRADOR	2,093,359	September 2, 1997

COMMON LAW MARKS

<u>Mark</u>	<u>Goods</u>
Le Mirador	Cosmetics, namely skin care products
Le Mirador Spa	Cosmetics, namely skin care products
Mirador	Cosmetics, namely skin care products

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