

5-12-00

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

05-25-2000

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



101367542

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

2004767

Citizenship/State of Incorporation/Organization

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 State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/24/2000 JSHABAZZ 00000056 2004767

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40.00 DP

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 Collection 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

TRADEMARK  
REEL: 002078 FRAME: 0858

**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)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2004767"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

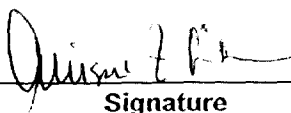
Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Allison Z. Gifford, Esquire  
Name of Person Signing

  
Signature

5/10/00  
Date Signed

## **ASSIGNMENT OF TRADEMARK**

**WHEREAS**, Biopolymer Engineering, Inc. (hereinafter referred to as the "Assignor"), a corporation organized under the laws of the State of Minnesota, having an address of 445 Etna Street, Suite 58, St. Paul, Minnesota 55106, has adopted and is using in its business, the trademark shown on the attached Schedule A (the "Mark"), which has been registered with the U.S. Patent and Trademark under the registration number listed on Schedule A (the "Registration");

**WHEREAS**, SkinHealth, Inc., a corporation organized under the laws of the State of Delaware (hereinafter referred to as "Assignee"), having an address of 233 Needham Street, Suite 300, Newton, Massachusetts 02464, is desirous of acquiring the entire right, title and interest in and to the Mark, including the goodwill of the business with which the Mark is used, and the Registration;

**WHEREAS**, Assignor represents and warrants to Assignee that it has full, undivided right, title, and interest in and to the Mark and Registration, together with the goodwill of the business associated with and symbolized by such Mark and Registration and that Assignor has not abandoned use of the Mark or the Registration;

**NOW, THEREFORE**, for good and valuable consideration in the amount of Two-Hundred Thousand Dollars (\$200,000.00) paid by Assignee to Assignor, consisting of One Hundred Fifty Thousand Dollars (\$150,000) for the assignment of the Mark and Registration and Fifty Thousand Dollars (\$50,000) as payment for expenses incurred by Assignor in assigning the Mark and Registration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto Assignee all of its right, title, and interest in and to the Mark and Registration, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Mark and Registration, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Assignment of Trademarks is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Assignment of Trademarks.

Biopolymer Engineering, Inc.

Dated: 5-4-00

By: Martha Conners

Name: Martha Conners

Title Secretary

STATE OF

:  
: ss.

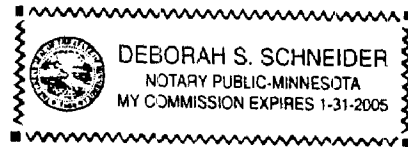
COUNTY OF

:

I, Deborah Schneider a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 4 day of May, 2000, appeared before me Martha Conners to me personally known, who, being by me duly sworn, did say that he is the Secretary of Biopolymer Engineering, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 4 day of May, 2000.

Notary Public  
Deborah Schneider



**SCHEDULE A**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
SKIN HEALTH	2,004,767	October 1, 1996

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