

06-02-2000

U.S. Department of Commerce
Patent and Trademark Office



05/10/00

To the Honorable Commissioner of Patents and Trademarks, Please:

1. Name of conveying party(ies)
Skin Essentials, Inc.

Individual(s) _____ Association _____
 Corporation - State Delaware
 Other _____

OPR/FINANCE

101372522

38

Name and address of receiving party(ies):
 Name: Credit Managers Association of California
 Internal Address: _____
 Street Address: 40 East Verdugo Avenue
 City: Burbank State: CA Zip: 91502
 Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: California Non-Profit
 Other _____

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

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other _____

Execution Date: February 7, 2000

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): 75/471,832
 Additional numbers attached? _____

B. Trademark Registration No.(s):
 Yes X No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: Mandy Robertson-Bora
 Internal Address: Gibson, Dunn & Crutcher LLP
Suite 4000
 Street Address: 2029 Century Park East
 City Los Angeles State CA Zip 90067

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: _____
 (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.

Mandy Robertson-Bora
 Name of Person Signing

Mandy Robertson-Bora
 Signature

May 2, 2000

Date

Total number of pages including cover sheet, attachments and document: 17

OMB No. 0651-0011

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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POSSESSION TAKEN: P.7
2/7/00 @ 2:00 P.M.**GENERAL ASSIGNMENT**

THIS ASSIGNMENT, made this ¹⁴ day of February, 2000 by Skin Essentials, Inc., a Delaware corporation of 3625 Del Amo Boulevard in the City of Torrance, County of Los Angeles, State of California, Federal Tax Identification Number 33-0795663, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agree to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been

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P. 8

selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove. Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$5,000, or a fee of 6% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned

SKIN ESSENTIALS, INC., a Delaware corporation

By: Don Brown
Don Brown
Its: President

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a
California corporation, doing business as CMA BUSINESS CREDIT
SERVICES

By: _____
Its:

assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

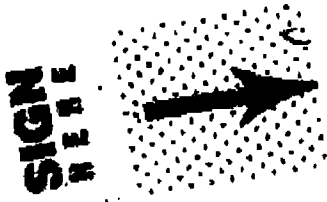
SKIN ESSENTIALS, INC., a Delaware corporation

By: _____

Don Brown

Its: President

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES



By: _____
Robert J. Hoder

Its: ROBERT J. HODER, SECRETARY

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

WHEREAS, Skin Essentials, a Delaware corporation (the "Corporation") is unable to continue in business;

WHEREAS, the holders of more than 50% of each of the Class A and Class B stock of the corporation have given their written consents to the making of an assignment for the benefit of creditors of the corporation; and

WHEREAS, it is in the best interest of the Corporation, its stockholders and its creditors to make an assignment for the benefit of creditors to Credit Managers Association of California, or one of its affiliates.

NOW, THEREFORE, IT IS RESOLVED:

1. The Corporation is hereby authorized to make an assignment for the benefit of the corporation's creditors to Credit Managers Association of California, or one of its affiliates;

2. That any of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that each of its officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

3. That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.



Don Brown

Richard Pallen

Michael Leiner

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

WHEREAS, Skin Essentials, a Delaware corporation (the "Corporation") is unable to continue in business;

WHEREAS, the holders of more than 50% of each of the Class A and Class B stock of the corporation have given their written consents to the making of an assignment for the benefit of creditors of the corporation; and

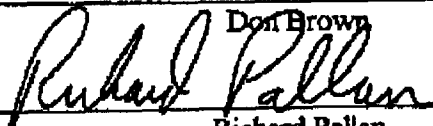
WHEREAS, it is in the best interest of the Corporation, its stockholders and its creditors to make an assignment for the benefit of creditors to Credit Managers Association of California, or one of its affiliates.

NOW, THEREFORE, IT IS RESOLVED:

1. The Corporation is hereby authorized to make an assignment for the benefit of the corporation's creditors to Credit Managers Association of California, or one of its affiliates;

2. That any of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that each of its officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

3. That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

Don Brown

Richard Pallan

Michael Leiner

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

WHEREAS, Skin Essentials, a Delaware corporation (the "Corporation") is unable to continue in business;

WHEREAS, the holders of more than 50% of each of the Class A and Class B stock of the corporation have given their written consents to the making of an assignment for the benefit of creditors of the corporation; and

WHEREAS, it is in the best interest of the Corporation, its stockholders and its creditors to make an assignment for the benefit of creditors to Credit Managers Association of California, or one of its affiliates.

NOW, THEREFORE, IT IS RESOLVED:


1. The Corporation is hereby authorized to make an assignment for the benefit of the corporation's creditors to Credit Managers Association of California, or one of its affiliates;

2. That any of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that each of its officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

3. That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

Don Brown

Richard Pallan



Michael Leiner

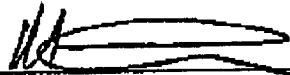
CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of shares of Class A and owners and holders of shares of Class B, subscribed and issued stock of Skin Essentials, Inc., a Delaware corporation do hereby give our consent to the foregoing assignment for the benefit of creditors and transfer of the property of said corporation.

Class A Shares	Number of Shares	Signature
Don E. Lasseter	100,000	_____
Carl Youngman	12,500	_____
The Frank Co, LLC	150,000	_____
Susan and Richard Pallan	100,000	<i>Susan + Richard Pallan</i>
Randi and Roger Pallan Trust	25,000	<i>Randi + Roger Pallan Trust Richard Pallan, Trustee</i>
David Letterman	75,000	_____
Fred Nigro	75,000	_____
Michael Leimer	50,000	_____
Stephen Lombardo	100,000	_____
MSN Securities, Inc.	100,000	_____
Emily F. Bergen Revocable Trust	10,000	_____
Hoko Corporation	62,500	_____
David R. and Muriel K. Pokross JTWROS	37,500	_____
Richard W. Palmer	10,000	_____
Gulrez Arshad	70,000	_____
RM Cabot 1985 Trust	25,000	_____
Leigh Fibers, Inc.	50,000	_____

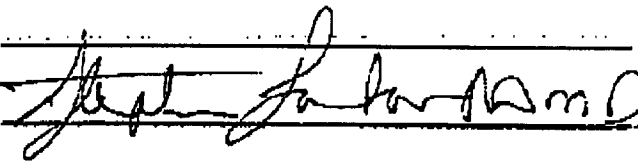
CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of shares of Class A and owners and holders of shares of Class B, subscribed and issued stock of Skin Essentials, Inc., a Delaware corporation do hereby give our consent to the foregoing assignment for the benefit of creditors and transfer of the property of said corporation.

Class A Shares	Number of Shares	Signature
Don E. Lasseter	100,000	_____
Carl Youngman	12,500	_____
The Frank Co, LLC	150,000	_____
Susan and Richard Pallan	100,000	_____
Randi and Roger Pallan Trust	25,000	_____
David Letterman	75,000	_____
Fred Nigro	75,000	_____
Michael Leiner	50,000	 _____
Stephen Lombardo	100,000	_____
MSN Securities, Inc.	100,000	_____
Emily F. Bergen Revocable Trust	10,000	_____
Hoko Corporation	62,500	_____
David R. and Muriel K. Pokross JTWROS	37,500	_____
Richard W. Palmer	10,000	_____
Gulrez Arshad	70,000	_____
RM Cabot 1985 Trust	25,000	_____
Leigh Fibers, Inc.	50,000	_____

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of shares of Class A and owners and holders of shares of Class B, subscribed and issued stock of Skin Essentials, Inc., a Delaware corporation do hereby give our consent to the foregoing assignment for the benefit of creditors and transfer of the property of said corporation.

Class A Shares	Number of Shares	Signature
Don E. Lasseter	100,000	_____
Carl Youngman	12,500	_____
The Frank Co, LLC	150,000	_____
Susan and Richard Pallan	100,000	_____
Randi and Roger Pallan Trust	25,000	_____
David Letterman	75,000	_____
Fred Nigro	75,000	_____
Michael Leiner	50,000	_____
Stephen Lombardo	100,000	
MSN Securities, Inc.	100,000	_____
Emily F. Bergen Revocable Trust	10,000	_____
Hoko Corporation	62,500	_____
David R. and Muriel K. Polkross JTWROS	37,500	_____
Richard W. Palmer	10,000	_____
Gulrez Arshad	70,000	_____
RM Cabot 1985 Trust	25,000	_____

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of shares of Class A and owners and holders of shares of Class B, subscribed and issued stock of Skin Essentials, Inc., a Delaware corporation do hereby give our consent to the foregoing assignment for the benefit of creditors and transfer of the property of said corporation.

Class A Shares	Number of Shares	Signature
Don E. Lasseter	100,000	
Carl Youngman	12,500	
The Frank Co, LLC	150,000	
Susan and Richard Pallan	100,000	
Randi and Roger Pallan Trust	25,000	
David Letterman	75,000	
Fred Nigro	75,000	
Michael Leiner	50,000	
Stephen Lombardo	100,000	
MSN Securities, Inc.	100,000	
Emily F. Bergen Revocable Trust	10,000	
Hoko Corporation	62,500	
David R. and Muriel K. Pokross JTWR0S	37,500	David R. and Muriel K. Pokross JTWR0S, by Nuland & Arshad, Inc. Atty., by <i>JG Nuland, Jr.</i>
Richard W. Palmer	10,000	Richard W. Palmer, by Nuland & Arshad, Inc. Atty., by <i>JG Nuland, Jr.</i>
Gulrez Arshad	70,000	<i>Gulrez Arshad</i>
RM Cabot 1985 Trust	25,000	RM Cabot 85 Trust, by Nuland & Arshad, Inc. Atty., by <i>JG Nuland, Jr.</i>

Leigh Fibers, Inc.	50,000	
Emma H Friedman-Cohen 1988 Trust	15,000	
Alexa R Friedman-Cohen 1988 Trust	15,000	
Zoe R Friedman-Cohen 1988 Trust	15,000	
Eleanor Friedman	25,000	
Jonathon Cohen And Elenor Friedman JTWR0S	25,000	
Yastuen Arshad 1993 Irrevocable Trust	10,000	
Shahime Arshad 1991 Trust	10,000	
The Shergul Arshad 1991 Trust	10,000	
Turtle & Co	135,000	
Don Brown	200,000	<i>Don Brown</i>
Dr. Nadeem Pasha	100,000	
Oasis Direct Ventures	125,000	
Sandy Panzarella	50,000	
Total Outstanding Class A Shares	1,787,500	

Class B Shares	Number of Shares	Signature
Don Brown	400,000	<i>Don Brown</i>
Ellen Driscoll	25,000	
Ellen Driscoll	75,000	

Leigh Fibers, Inc. 50,000
 Emma H Friedman-Cohen 1988 Trust 15,000
 Alexa R Friedman-Cohen 1988 Trust 15,000
 Zoe R Friedman-Cohen 1988 Trust 15,000
 Eleanor Friedman 25,000
 Jonathon Cohen And Elenor Friedman JTWROS 25,000
 Yasmin Yasbuen Arshad 1993 Irrevocable Trust 10,000
 Shehime Arshad 1991 Trust 10,000
 The Shergul Arshad 1991 Trust 10,000
 Turtle & Co 135,000
 Don Brown 200,000
 Dr. Nadeem Pasha 100,000
 Oasis Direct Ventures 125,000
 Sandy Panzarella 50,000
 Total Outstanding Class A Shares 1,787,500

Nr A 3540

Leigh Fibers, Inc, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Emma H. Friedman-Cohen 1988 Trust, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Alexa R. Friedman-Cohen 1988 Trust, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Zoe R. Friedman-Cohen 1988 Trust, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Eleanor Friedman, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Jonathon Cohen and Eleanor Friedman JTWROS, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*
 Yasmin Arshad 1993 Irr. Trust, by Nuland & Arshad, Inc. Atty., by *H Nuland, Pres*

Ruby Arshad, Trustee
Ruby Arshad, Trustee
 Turtle & Co by *[Signature]*

Class B Shares Number of Shares
 Don Brown 400,000

Signature

1-01-1995 6:38AM

FROM

P. 2

SENT BY: 310/852-7763

: 1-29-0 : 1:14PM :

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3 1/ 3

Barbara Ragon 100,000

Patty Thue 3,333

Patty Thue 6,667

Culver Arshad 40,000

Michael Leiner 30,000

Laura Winston 71,000

Richard Fallon 40,000

Bert Calvo 15,000

Total Outstanding Class B
Shares 936,000

M _____

Patty Thue	3,333
Patty Thue	6,667
Gulrez Arshad	40,000
Michael Leiner	80,000
Laural Winston	71,000
Richard Pallan	40,000
Bart Calizo	15,000
Total Outstanding Class B Shares	956,000

Richard Pallan

Ellen Driscoll	25,000	
Ellen Driscoll	75,000	
Jerry Caldera	100,000	
Barbara Ragon	100,000	
Patty Thue	3,333	
Patty Thue	6,667	
Gulrez Arshad	40,000	<i>Gulrez Arshad</i>
Michael Leiner	80,000	
Laural Winston	71,000	
Richard Pallan	40,000	
Bart Calizo	15,000	
Total Outstanding Class B Shares	956,000	