

03-02-2001

To the Honorable Commissioner of Patent



Original documents or copy thereof.

1. Name of conveying party(ies): **Gen. Inv. 2-8-01** **101624134**
Skintopia Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporate - State: **California**

Name: **Epicuren**

Internal Address:
Street Address: **26081 Merit Circle, Suite 113**
City: **Laguna Hills**

State: **California** Zip: **92653**

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Sales Agreement**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporate - State: **California**
 Other

Execution Date: **August 2, 2000**

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

4. Application number(s) or registration number(s): 1

A. Trademark Application Nos.: **75/801520**

B. Trademark Registration No.(s)

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

Name: **Allyn Taylor, Esq.**

Internal Address: **GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, CA 94301-1823**

6. Total number of applications and registrations involved: 1



U.S. Patent & TMO/TM Mail Rept Dt. #54

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **07-1907**. Please debit any underpayment or credit any overpayment to the above deposit account.

GRAY CARY WARE & FREIDENRICH

(Attach duplicate 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

Allyn Taylor, Esq.
Name of Person Signing

Signature

2/8/01
Date

Total number of pages comprising cover sheet: [1]

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

**Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231**

SALES AGREEMENT

SALES AGREEMENT, entered into on August 2, 2000, between SKINTOPIA CORPORATION ("Seller"), a California corporation, and EPICUREN ("Buyer"), a California corporation.

RECITALS:

Seller owns the assets described in Schedule 1 (the "Assets"); and

Buyer wishes to purchase the Assets from Seller for in good funds pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Sale and Purchase of Assets. Upon execution of this Agreement, Seller shall transfer and deliver to Buyer the Assets, and Buyer shall pay Seller the sum of \$25,000 in good funds for the Assets.

2. Representations and Warranties of Seller. Seller represents and warrants that each of the following representations and warranties is true:

2.1 Organization, Standing and Qualification. Seller is duly organized, validly existing and in good standing under the laws of the State of California.

2.2 Authorization for Agreement. This Agreement has been duly and validly executed and delivered by Seller and, subject to the due authorization, execution and delivery by Buyer, constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

2.3 The Assets. Seller has good, valid and marketable title to the Assets.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that each of the following representations and warranties is true:

4.1 Existence and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

4.2 Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by Buyer, and, subject to the due authorization, execution and delivery by Seller, constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

5. Sales Tax. If required, Seller shall pay all sales taxes arising from the sale of the Assets. Seller shall cause the sales tax to be paid when due to the appropriate taxing authority and shall file within the times required by law all sales and other tax returns relating to the payment with the appropriate taxing authority.

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6. Survival of Representations, Warranties and Agreements.

The representations and warranties of the parties contained in this Agreement shall survive the consummation of the transaction contemplated hereby until expiration of the applicable statutes of limitations.

7. General.

7.1 Additional Conveyances. Following the Closing, Seller and Buyer shall each deliver or cause to be delivered at such times and places as shall be reasonably agreed upon such additional instruments as Buyer or Seller may reasonably request for the purpose of carrying out this Agreement.

7.2 Counterparts and Facsimiles. This Agreement may be executed in two or more counterparts or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

7.3 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and either delivered personally, sent by facsimile transmission or by air courier services, or mailed by postage prepaid, registered or certified U.S. mail, return receipt requested, to the addresses designated below or such other addresses as may be designated in writing by notice given hereunder and shall be effective upon personal delivery or facsimile transmission thereof or upon deliver by registered or certified U.S. mail or one business day following deposit with an air courier service:

If to Seller: Skintopia Corporation
149 9th Street, Suite 320
San Francisco, CA 94103
Fax: (415) 431-5503

If to Buyer: Epicuren
26001 Merit Circle, Suite 114
Laguna Hills, CA 92653
Fax: (949) 582-6402

7.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions.

7.5 Captions. The captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provisions of this Agreement.

7.6 Entire Agreement. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding between Seller and Buyer and supercedes any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Seller and Buyer.

7.7 Waiver. No waiver by any party hereto at any time of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party hereto may be

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deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

7.8 Construction. The language in all parts of this Agreement must be in all cases construed simply according to its fair meaning and not strictly for or against any party.

7.9 Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or unenforceability of any and all other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons thereunto duly authorized as of the date first above written.

Seller:

SKINTOPIA CORPORATION

By 
Nolan Losky, President

Buyer:

EPICUREN

By Colleen Lohrman, President

By Robert Heiman, CEO