

09-05-2001

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**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS**

**Please record the attached original documents or copy thereof.**

1. Name of Conveying Party:



CosMedic Concepts, Inc.  
Arizona Corporation

08-28-2001

U.S. Patent & TMO/TM Mail FloptDt #74

2. Name and Address of Receiving Party:

L'Oreal USA Creative, Inc.  
575 Fifth Avenue  
New York, New York 10017  
Delaware Corporation

3. Nature of Conveyance: Assignment  
Execution Date: June 29, 2001

4. Trademark Application No.: 75-857,811 and 75-857,812

5. Trademark Registrations No.: 1,821,762; 1,915,875;  
1,987,603; 1,754,772; 2,032,506; 2,257,910; 2,056,166;  
1,959,301; 1,990,279; 1,838,276; 1,838,194; 2,067,477;  
1,823,283 and 1,864,027.

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

Lisa M. Gigliotti, Esq.  
L'Oreal USA Creative, Inc.  
575 Fifth Avenue  
New York, New York, 10017

Total number of registrations/applications involved: 16

Total Fee (37 CFR § 3.41): \$415.00

Our check no. 887362 for the amount \$415.00 is enclosed.

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.

Dated: August 23, 2001

Lisa M. Gigliotti

Total: Seven Pages

09/05/2001 LHMELLER 00000056 75857811

01 FC:481  
02 FC:482

40.00 DP  
375.00 DP

**TRADEMARK**  
**REEL: 002361 FRAME: 0190**

## ASSIGNMENT OF UNITED STATES TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of June 29, 2001, by CosMedic Concepts, Inc., an Arizona corporation ("Assignor"), in favor of L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee"), pursuant to the Asset Purchase Agreement, dated as of May 7, 2001 (the "Asset Purchase Agreement"), among L'Oréal USA, Inc., Assignor, Cristina Carlino and David J. Watson. Capitalized terms used in this Assignment that are not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications listed on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"), as well as the good will associated with, corresponding to, symbolized by and embodied in the Trademarks;

NOW THEREFORE, in consideration of the above premises, the covenants contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:


1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors and assigns Assignor's entire right, title and interest, in the United States of America, in and to (i) the Trademarks and all registrations thereof and applications therefor, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks, and (ii) any and all related service mark rights and/or interests owned or held by Assignor, including without limitation common law rights, tag lines, product names and slogans, together with all of the goodwill associated with, corresponding to, symbolized by and embodied in such rights and/or interests. The assignment includes the entire portion of the business of the Assignor to which the marks pertain.

2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the United States Patent and Trademark Office. In addition, Assignor shall execute such other documents and perform such other acts as may reasonably be requested by Assignee to effect the terms of this Assignment.

3. Miscellaneous. This Assignment is executed and delivered in connection with the transactions contemplated by the Asset Purchase Agreement, and the parties acknowledge that the terms of this Assignment will be interpreted and construed in accordance with the terms of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

COSMEDIC CONCEPTS, INC.

By:   
\_\_\_\_\_  
David J. Watson  
President

Registered Marks

File No.	Mark	Current Owner	Registration Number	Registration Date	Next Action	Next Deadline	Firm	Comments
2-129	Babyface photograph	CosMedic Concepts	1,864,027	11/22/1994	Renewal	11/22/03- 11/22/04	MC	Cl. 41 (educational services, conducting seminars, classes, conferences, and workshops in the field of skin care procedures)
2-96	The Basic Face	CosMedic Concepts	1,959,301	2/27/1996	Aff Use	2/27/01- 2/27/02	MW MC	Cl. 3 (cosmetics-narrow)
2-130	Beauty by Prescription	CosMedic Concepts	1,821,762	2/15/1994	Renewal	2/15/03- 2/15/04	MW MC	Cl. 41 (conducting seminars attended by medical professionals concerning use of skin treatment procedures and skin care products)
2-131	BioMedic	CosMedic Concepts	1,754,772	3/2/1993	Renewal	3/2/02- 3/2/03	MW MC	Cl. 3 (skin creams and cleansers)
2-109	BioMedic (& Design)	CosMedic Concepts	2,032,506	1/21/1997	Aff Use	1/21/02- 1/21/03	MW MC	Cl. 3 (skin creams, lotions, cleansers, peels, washes and masks)
2-108	BioMedic Micropeel Procedure	CosMedic Concepts	1,915,875	8/29/1995	Aff Use	8/29/00- 8/29/01	MW MC	Cl. 41 (educational services, conducting seminars, classes, conferences, and workshops in the field of exfoliation procedures for the

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File No.	Mark	Current Owner	Registration Number	Registration Date	Next Action	Next Deadline	Firm	Comments
2-90	BioMedic One Step Foundation	CosMedic Concepts	1,987,603	7/16/1996	Aff Use	7/16/01-7/16/02	MW MC	Cl. 3 (foundation)
2-111	The Lunch Hour Peel	CosMedic Concepts	1,990,279	7/30/1996	Aff Use	7/30/01-7/30/02	MW MC	Cl. 35 (promoting the skin exfoliation procedure services of others through dissemination of brochures and literature)
2-6	Maximum C	CosMedic Concepts	2,257,910	6/29/1999	Aff Use	6/29/04-6/29/05	MC	Cl. 3 (non-medicated skin care preparations in the nature of a topical powder)
2-103	The Micropeel	CosMedic Concepts	1,838,194	5/31/1994	Renewal	5/31/03-5/31/04	MW MC	Cl. 41 (educational services, conducting seminars, classes, conferences, and workshops in the field of exfoliation procedures for the
2-104	The Micropeel	CosMedic Concepts	1,838,276	5/31/1994	Renewal	5/31/03-5/31/04	MW MC	Cl. 42 (promoting the skin exfoliation procedure goods and services of others through the dissemination of brochures and

File No.	Mark	Current Owner	Registration Number	Registration Date	Next Action	Next Deadline	Firm	Comments
2-106	Minimum Daily Skin Care Requirements (& Design)	CosMedic Concepts	2,056,166	4/22/1997	Aff Use	4/22/02- 4/22/03	MW MC	Cl. 3 (cosmetics and skin care products)
2-94	Two Minute Face	CosMedic Concepts	2,067,477	6/3/1997	Aff Use	6/3/02- 6/3/03	MW MC	Cl. 3 (cosmetics-narrow)
2-128	When Was The Last Time Anyone Called You Babyface?	CosMedic Concepts	1,823,283	2/22/1994	Renewal	2/22/03- 2/22/04	MW MC	Cl. 41 (educational services, conducting seminars in the field of skin treatments and use of skin care products and procedures)

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Registered Marks

File No.	State	Mark	Current Owner	Registration Number	Registration Date	Next Action	Next Deadline	Firm	Comments
2-141	California	BioMedic	CosMedic Concepts	41331	1/13/1993	Renewal	1/13/2003	MC	Cl. 107 (seminars on skin care and product application)
2-142	California	BioMedic 11	CosMedic Concepts	96974	1/11/1993	Renewal	1/11/2003	MC	Cl. 51 (skin creams)
2-140	Illinois	BioMedic Clinical Care	CosMedic Concepts	70646	6/11/1992	Renewal	6/11/2002	MC	Cl. T-51 (cosmetic products and health aids)

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Repeating Marks

File No.	Mark	Current Owner	Filing Date/ SN	History	Next Action	Next Deadline	Firm	Comments
2-188	Biomedic Biopeptide Cream	CosMedic Concepts	11/26/99 75/857811	NOA issued 10/17/00	SOU	4/17/2001	MC	Cl. 3 (skin cream)
2-183	BioMedic The Pigment Peel 1 1	CosMedic Concepts	11/26/99 75/857812	OA issued 5/8/00 Response by phone 11/7/00 Ex's Amendment 11/17/00			MC	Cl. 3 (skin exfoliating liquid)