

04-22-2002



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌⇌⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neal B. Schultz

4-8-02

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

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

2. Name and address of receiving party(ies)

Name: Stallex Skin Care, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 21 Sunderland Road

City: Tenafly State: NJ Zip: 07670

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- 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

3. Nature of conveyance:

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

Execution Date: April 24, 2001

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

A. Trademark Application No.(s) 76080598  
 75622269 76079024 76079320 76080599  
 75926488 76079318 76079321 76087936  
 76078999 76079319 76080597 Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

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

Name: Christine F. Benton

Internal Address: \_\_\_\_\_

Clifford Chance Rogers & Wells LLP

Street Address: 200 Park Avenue

04/19/2002 TDI AZ1 00000091 181843 76080598

01 FC:481 40.00 CH  
02 FC:482 275.00 CH

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(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.

Christine F. Benton  
Name of Person Signing

Christine F. Benton  
Signature

3/27/02  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002488 FRAME: 0201

## SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the date of execution entered below, is from Neal B. Schultz (“Assignor”), an individual with United States of America citizenship and a business address at 1130 Park Avenue, New York, New York 10028, to Stallex Skin Care, Inc. (“Assignee”), a New Jersey Corporation, having a place of business at 21 Sunderland Road, Tenafly, New Jersey 07670.

### WITNESSETH

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following service marks, which have been filed for registration in the United States Patent and Trademark Office:

Mark	Owner	Intl. Class	Application Number	Status
EPIPEEL	Neal B. Schultz	5	75/926,488	Pending
Facial Recovery Formula	Neal B. Schultz	3, 5	76/078,999	Pending
Facial Refining	Neal B. Schultz	5	76/079,318	Pending
Facial Silk Cream	Neal B. Schultz	5	76/080,599	Pending
For Perfect Skin	Neal B. Schultz	5	76/087,936	Pending
Fung-X Nail Lacquer	Neal B. Schultz	5	76/079,320	Pending
Hair Again	Neal B. Schultz	5	76/079,321	Pending
Island Cream	Neal B. Schultz	5	76/080,598	Pending
Solar-C Rescue Serum	Neal B. Schultz	5	76/079,319	Pending
Stallex	Neal B. Schultz	3, 5	75/622,269	Published

Z-Lotion	Neal B. Schultz	5	76/080,597	Pending
Zit Busters	Neal B. Schultz	5	76/079,024	Pending

(the "Service Marks");

WHEREAS, Assignee wishes to acquire from Assignor the entire right, title and interest in and to the Service Marks in all territories worldwide;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) US, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and hereby sells, assigns, transfers, conveys and sets over unto Assignee and its successors and assigns, the entire right, title and interest in and to the Service Marks, together with the goodwill associated with those marks, to be held and enjoyed by Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including, without limitation, the right to maintain, pursue and renew the registration of the Service Marks, the right to recover for past infringement and to make application or institute suit therefore.

Assignor hereby authorizes Assignee to apply for and obtain the recordation of this Assignment.

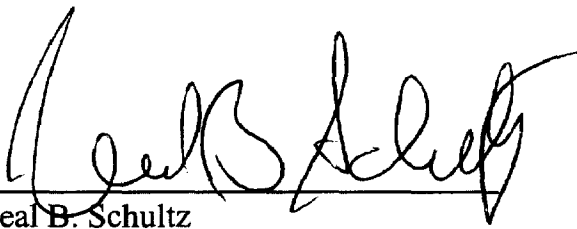
Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as Assignee may reasonably request in order for Assignee to obtain the full benefit of this Assignment and to

permit Assignee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as Assignee may from time to time reasonably request.

Assignor hereby represents and warrants that he has the full right to convey the entire interest herein assigned, that there are no rights and interests outstanding inconsistent with the rights and interests granted herein, and that Assignor shall not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

AND it is further covenanted and agreed that Assignor shall, at any time upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to the Service Marks and the history thereof known to said Assignor and testify as to the same in any legal proceeding when requested to do so, sign all lawful papers, execute all other necessary assignment papers to cause the Service Marks to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain, perfect title in and enforce proper protection for the Service Marks in the United States and in any and all foreign countries.

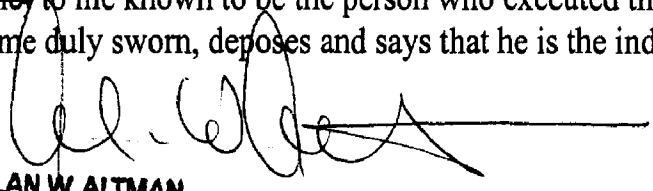
IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its proper officer thereunto duly authorized, and its corporation seal to be affixed by like authority, this 24<sup>th</sup> day of April, 2001.

By:   
Neal B. Schultz

(SEAL)

On this 24<sup>th</sup> day of April, 2001, before me personally appeared  
NEAL B Schultz

(name) to me known to be the person who executed the foregoing  
Assignment, who being by me duly sworn, deposes and says that he is the individual identified  
above.



(SEAL)

**ALAN W. ALTMAN**  
Notary Public, State of New York  
No. 24-4761883  
Qualified in Kings County  
Commission Expires January 31, 2003

Notary Public  
My Commission Expires: