

11-26-2002

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

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

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

1. Name of conveying party(ies):

L'Oreal U.S.A. Creative, Inc.,

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 12/21/01

2. Name and address of receiving party(ies)

Name: L'Oreal S.A.

Internal Address:

Street Address: 14 rue Royale, 75008 Paris, France City: State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other french societe anonyme

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

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

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: Romy Corliss

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 75 East 55th Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11/25/2002 DRYR 08000200 1821762

DO NOT USE THIS SPACE

9. Signature.

40.00 OP 275.00 OP

Romy Corliss Name of Person Signing

Signature (handwritten)

10/30/02 Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002622 FRAME: 0877

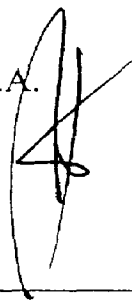
SCHEDULE

REGISTRATION NO./ SERIAL NO.	MARK
1,821,762	BEAUTY BY PRESCRIPTION
1,915,875	BIOMEDIC MICROPEEL PROCEDURE
1,754,772	BIOMEDIC
2,032,506	BIOMEDIC & DESIGN
76/321,625	CHANGE YOUR SKIN FOREVER
2,257,910	MAXIMUM C
2,056,166	MINIMUM DAILY SKIN CARE REQUIREMENTS & DESIGN
1,838,276	THE MICROPEEL
1,838,194	THE MICROPEEL
2,067,477	TWO MINUTE FACE
1,823,283	WHEN WAS THE LAST TIME ANYONE CALLED YOU BABYFACE?
1,864,027	DESIGN ONLY (PORTRAIT OF BABY & WOMAN)

Designation of Domestic Representative

The firm of Paul, Hastings, Janofsky & Walker LLP, and the members and associates of that firm, and, specifically, Robert L. Sherman, having their offices at 75 East 55th Street, New York, New York 10022, are hereby designated, jointly and severally, as applicant's representatives upon whom notices of process affecting the marks listed in the December 21, 2001 Asset Purchase Agreement between L'Oréal USA Creative Inc. and L'Oréal S.A. may be served.

L'ORÉAL S.A.



Dated: September 9, 2002

By: _____

José MONTEIRO
Chief Trademark Counsel

ASSIGNMENT OF UNITED STATES TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of December 21, 2001, by L'Oréal USA Creative, Inc., a Delaware corporation ("Assignor") in favor of L'Oréal S.A., registered as a "society anonyme" under the laws of France ("Assignee") pursuant to the Asset Purchase Agreement, dated as of December 21, 2001 (the "Asset Purchase Agreement"), between Assignor and Assignee. 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.

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.

L'OREAL USA CREATIVE, INC.

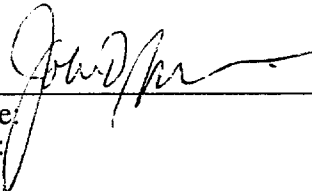
By: 
Name: _____
Title: _____

EXHIBIT A

U.S. Federal Trademark Registrations and Applications

Trademark	Serial No.	Registration No.	Next Due Date
BEAUTY BY PRESCRIPTION	74/340,058	1,821,762	February 15, 2004 (Renewal)
BIOMEDIC MICROPEEL PROCEDURE	74/327,461	1,915,875	August 29, 2005 (Renewal)
BIOMEDIC ONE STEP FOUNDATION	74/566,408	1,987,603	July 16, 2002 (8/15 Affidavit)
BIOMEDIC	74/284,174	1,754,772	March 2, 2003 (Renewal)
BIOMEDIC & DESIGN	74/487,698	2,032,506	January 21, 2003 (8/15 Affidavit)
CHANGE YOUR SKIN FOREVER	76/321,625		
MAXIMUM C	75/349,675	2,257,910	June 29, 2005 (8/15 Affidavit)
MINIMUM DAILY SKIN CARE REQUIREMENTS & DESIGN	74/704,427	2,056,166	April 22, 2003 (8/15 Affidavit)
THE BASIC FACE	74/513,182	1,959,301	February 27, 2002 (8/15 Affidavit)
THE LUNCH HOUR PEEL	74/505,896	1,990,279	July 30, 2002 (8/15 Affidavit)
THE MICROPEEL	74/419,313	1,838,276	May 31, 2004 (Renewal)
THE MICROPEEL	74/419,314	1,838,194	May 31, 2004 (Renewal)
TWO MINUTE FACE	74/528,976	2,067,477	June 3, 2003 (8/15 Affidavit)
WHEN WAS THE LAST TIME ANYONE CALLED YOU BABYFACE?	74/340,071	1,823,283	February 22, 2004 (Renewal)
DESIGN ONLY (PORTRAIT OF BABY & WOMAN)	74/470,650	1,864,027	November 22, 2004 (Renewal)

U.S. State Trademark Registrations

TRADEMARK	State	Reg. No.
BIOMEDIC	California	41331
BIOMEDIC	California	96974
BIOMEDIC CLINICAL CARE	Illinois	70646