

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L'Oreal, S.A.		01/01/2002	French societe anonyme: FRANCE

RECEIVING PARTY DATA

Name:	La Roche Posay Laboratoire Pharmaceutique
Street Address:	Avenue Rene Levayer
City:	La Roche-Posay
State/Country:	FRANCE
Postal Code:	86270
Entity Type:	French societe anonyme: FRANCE

PROPERTY NUMBERS Total: 12

Property Type	Number
Registration Number:	1821762
Registration Number:	1915875
Registration Number:	1754772
Registration Number:	2032506
Registration Number:	2257910
Serial Number:	76321625
Registration Number:	2056166
Registration Number:	1838276
Registration Number:	1838194
Registration Number:	2067477
Registration Number:	1823283
Registration Number:	1864027

CH \$315.00 1821762

**TRADEMARK**

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:**

29172.00022

**DOMESTIC REPRESENTATIVE**

Name: Robert L. Sherman

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Address Line 4: New York, NEW YORK 10022

**NAME OF SUBMITTER:**

Jennifer Shmulewitz

**Total Attachments: 2**

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## ASSIGNMENT OF UNITED STATES TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of January 1, 2002, by L'Oreal S.A., registered as a "Société Anonyme" under the laws of France ("Assignor"), in favor of La Roche Posay Laboratoire Pharmaceutique S.A., registered as a "Société Anonyme" under the laws of France ("Assignee"), pursuant to the Asset Purchase Agreement, dated as of January 1, 2002 (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 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 S.A.

By: 

Name: José MONTEIRO

Title: Chief Trademark Counsel

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

TRADEMARK

RECORDED: 05/23/2003

REEL: 002657 FRAME: 0596