

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Georgette Klinger, Inc.	GK Acquisition Corp.	04/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Advanced K, LLC
Street Address:	515 Flagler Drive
Internal Address:	Suite 300P
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78075794	REVIVACELL
Serial Number:	78118153	FACIALISTS' PREFERRED
Serial Number:	78118151	FACIALISTS' CHOICE
Registration Number:	2717662	PRIME TIME
Registration Number:	1284859	GK
Registration Number:	1370618	
Registration Number:	1903888	SEA EXTRACTS
Registration Number:	1878295	SKIN REFINING EXTRACT
Registration Number:	1284858	GEORGETTE
Registration Number:	2619069	REVIVACELL
Registration Number:	2453257	LINE SOLUTION
Registration Number:	2426101	HERBAL ESSENTIALS
Registration Number:	1890396	PROTECTIVE MEASURE
Registration Number:	1301107	

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Registration Number:	2489314	
Registration Number:	2453256	SKIN PROTECTOR
Registration Number:	2486270	
Registration Number:	1286713	KATHRYN
Registration Number:	1121229	
Registration Number:	1106942	GEORGETTE KLINGER
Registration Number:	2632145	DAILY 15
Registration Number:	1354848	KLINGER
Registration Number:	2749681	ACNE TEEN PLAN
Registration Number:	2508261	SKIN BOOSTER
Registration Number:	1104128	KLINGER
Registration Number:	2419965	INSTANT RADIANCE
Registration Number:	1076178	GEORGETTE KLINGER
Registration Number:	2453258	ADVANCED OXYGEN
Registration Number:	2211817	VIRTUAL PERFECTION
Registration Number:	1400036	FIRMATIVE
Registration Number:	2542483	ESSENTIAL 9-STEP FACIAL

CORRESPONDENCE DATA

Fax Number: (212)704-6288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127046000
Email: kzielaznicki@jenkens.com
Correspondent Name: Karl M. Zielaznicki
Address Line 1: 405 Lexington Avenue
Address Line 2: The Chrysler Building
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	64145.00004
NAME OF SUBMITTER:	Karl M. Zielaznicki

Total Attachments: 5
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WORLDWIDE TRADEMARK ASSIGNMENT

WHEREAS, simultaneously with the execution and delivery of this Worldwide Trademark Assignment (this "Assignment"), and pursuant to a certain Asset Purchase Agreement dated as of April 23, 2004 (the "Asset Purchase Agreement"), by and among Advanced Aesthetics, Inc., a Delaware corporation (the "Parent"), Advanced K, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Parent (the "Buyer" and, together with the Parent, the "Buyer Group"), on the one hand, and Georgette Klinger, Inc. (f/k/a GK Acquisition Corp.), a Delaware corporation (the "Seller"), and Thomas F. Pyle, Jr. and Judith D. Pyle, the Seller is among other things, transferring and assigning certain assets to the Buyer including, without limitation, all of the Seller's right, title and interest worldwide in and to the Trademarks (as such term is hereinafter defined);

WHEREAS, the Seller has adopted, used, is using or intends to use certain trademarks and domain names, and is the owner of the related applications and registrations therefor as set forth on Schedule A hereto, (collectively, the "Trademarks"); and

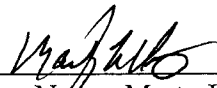
WHEREAS, the Buyer is desirous of acquiring all of the Seller's right, title and interest in and to all of the Trademarks, including the goodwill associated with the Trademarks and all causes of action for past, present and future infringements of the Trademarks and the right to collect and retain any proceeds therefrom, in all countries of the world including, without limitation, the United States of America and its territories and possessions and that portion of Seller's business in connection with which Seller had a *bona fide* intention to use any of the Trademarks.

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Buyer, its entire right, title and interest in and to the Trademarks together with the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks together with that portion of the Seller's business in connection with which the Seller had a *bona fide* intention to use any of the Trademarks, for the United States and throughout the world, including any renewals and extensions of the registrations that are or may be secured under all applicable laws, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made; together with all income, royalties, damages or payments due as of the date of this Assignment or thereafter, including, without limitation, all causes of actions and claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

The Seller expressly agrees to execute, acknowledge and deliver, such documents and other instruments as may be requested by the Buyer to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to the Buyer.

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered as of April 23, 2004.


GEORGETTE KLINGER, INC.

By: 
Name: Marty L. Krueger
Title: Secretary and Treasurer

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

MORRIS J. ZIMMERMAN
NOTARY PUBLIC, State of New York
No. 01-4740836
Qualified in New York County
Commission Expires April 30, 2007

On the 23 day of April in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared **Marty L. Krueger**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, as **Secretary and Treasurer** of Georgette Klinger, Inc., and that by his/her signature on the instrument, the party upon behalf of which the individual acted (i.e., Georgette Klinger, Inc.), executed the instrument.


Notary Public

SCHEDULE A

<u><i>US Trademark Applications</i></u>		
<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
REVIVACELL	July 26, 2001	78/075,794
FACIALISTS' PREFERRED	March 28, 2002	78/118,153
FACIALISTS' CHOICE	March 28, 2002	78/118,151
<u><i>US Trademark Registrations</i></u>		
<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
PRIME TIME	May 30, 2003	2,717,662
GK	July 10, 1984	1,284,859
<i>DESIGN ONLY</i>	November 12, 1995	1,370,618
ESSENTIAL 9-STEP FACIAL	February 26, 2002	2,542,483
SEA EXTRACTS	July 4, 1995	1,903,888
SKIN REFINING EXTRACT	February 7, 1995	1,878,295
GEORGETTE	July 10, 1984	1,284,858
REVIVACELL	September 10, 2002	2,619,069
LINE SOLUTION	May 22, 2001	2,453,257
HERBAL ESSENTIALS	February 6, 2001	2,426,101
PROTECTIVE MEASURE	April 18, 1995	1,890,396
<i>DESIGN ONLY</i>	October 23, 1984	1,301,107
<i>DESIGN ONLY</i>	September 11, 2001	2,489,314
SKIN PROTECTOR	May 22, 2001	2,453,256
<i>DESIGN ONLY</i>	September 4, 2001	2,486,270

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
KATHRYN	July 24, 1984	1,286,713
<i>DESIGN ONLY</i>	June 26, 1979	1,121,229
GEORGETTE KLINGER	November 28, 1978	1,106,942
DAILY 15	October 8, 2002	2,632,145
KLINGER	August 20, 1985	1,354,848
ACNE TEEN PLAN	August 12, 2003	2,749,681
SKIN BOOSTER	November 13, 2001	2,508,261
KLINGER	October 17, 1978	1,104,128
INSTANT RADIANCE	January 9, 2001	2,419,965
GEORGETTE KLINGER	October 25, 1977	1,076,178
ADVANCED OXYGEN	May 22, 2001	2,453,258
VIRTUAL PERFECTION	December 15, 1998	2,211,817
FIRMATIVE	July 8, 1996	1,400,036

<i><u>Foreign Trademark Registrations</u></i>		
<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
GEORGETTE KLINGER (Canada)	March 10, 1989	TMA353023
GEORGETTE KLINGER (Norway)	August 25, 1988	133099
GEORGETTE KLINGER (Switzerland)	October 28, 1986	350535

Domain Names

georgetteklinger.com