

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
Women First HealthCare, Inc.		07/09/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SkinMedica, Inc.
Street Address:	5909 Sea Lion Place
Internal Address:	Suite H
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2466423	VANIQA
Registration Number:	2546144	VANIQA

CORRESPONDENCE DATA	
Fax Number:	(626)795-6321
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(626) 796-4000
Email:	davidf@usip.com
Correspondent Name:	Sheldon & Mak PC
Address Line 1:	225 South Lake Avenue
Address Line 2:	Suite 900
Address Line 4:	Pasadena, CALIFORNIA 91101

ATTORNEY DOCKET NUMBER:	15390
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NAME OF SUBMITTER:	David A. Farah
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Total Attachments: 14
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks") is made as of the 12 day of July 2004, by and between Women First HealthCare, Inc., a Delaware corporation ("Seller") and SkinMedica, Inc., a Delaware corporation ("Purchaser").

W I T N E S S E T H

WHEREAS, Seller is engaged in the business of manufacturing, distributing, marketing and selling current presentations and formulations of the prescription form of VANIQA® (eflornithine hydrochloride) Cream, 13.9% (the "Product"); and

WHEREAS, Seller and Purchaser have entered into an Amended and Restated Asset Purchase Agreement dated as of June 24, 2004 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Purchaser, and Purchaser is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to the Trademarks (as such term is defined in the Asset Purchase Agreement) listed on such Schedule 3.09(a) to the Asset Purchase Agreement attached as Schedule I annexed hereto; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, set over, and deliver to Purchaser all rights, title and interest in and to:

- (i) the Trademarks and all foreign counterparts to the Trademarks;
- (ii) the goodwill associated with the use of the Trademarks;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (iv) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

FURTHERMORE, Seller will, at the expense of Purchaser (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Purchaser may reasonably request in order to register this Assignment of Trademarks at the appropriate registries and to demonstrate Purchaser's title to the Trademarks.

FURTHERMORE, for avoidance of doubt, Purchaser acknowledges and agrees that Seller makes no representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 3.09 of the Asset Purchase Agreement. Seller hereby disclaims any warranty, express or implied, of merchantability or fitness for any particular purpose as to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above, all of which are assigned "**AS IS**," "**WHERE IS**" AND "**WITH ALL FAULTS**."

This Assignment of Trademarks is delivered pursuant to the Asset Purchase Agreement and the Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Sale of the Debtor's *Vaniga*[®] Assets Free and Clear of All Liens, Claims and Encumbrances, and the Assumption and Assignment of Executory Contracts in connection therewith (the "Order"). In the event of any conflict between this Assignment of Trademarks and the Order, the Order shall control.

This Assignment of Trademarks shall be governed by the laws of the State of Delaware, exclusive of its choice of law principles.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

WOMEN FIRST HEALTHCARE, INC.

By: Richard G. Vincent
Name: Richard G. Vincent
Title: Vice President & CFO

SKINMEDICA, INC.

By: _____
Name:
Title:

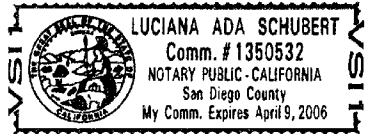
ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 }
COUNTY OF SAN DIEGO }

On July 9, 2004, before me, Luciana Ada Schubert, personally appeared Richard Vincent, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Luciana Schubert



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name:
Title:

SKINMEDICA, INC.

By: Diane S. Goostree
Name: Diane S. Goostree
Title: Senior Vice President
Corporate Development

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO } ss.

On 09 JUL 04, before me, GERALD J. BURGOS, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared DIANE J. GOOSTREE
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT OF TRADE MARKS

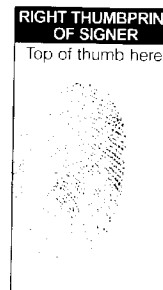
Document Date: JUL 04 Number of Pages: THREE

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: DIANE J. GOOSTREE
 Individual
 Corporate Officer — Title(s): SR VICE PRESIDENT, CORPORATE DEVELOPMENT
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: N/A

Signer Is Representing: N/A



SCHEDULE I

TRADEMARKS

TRADEMARKS

REFERENCE#	MARK <i>Selected Actions Only</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ARGENTINA							
17074-007AR1	VANIQA 2/28/2012 RENEWAL	9/6/2000	2305471	2/28/2002	1862116	REGISTERED	5
17074-006AR1	VANIQA and Design 2/28/2012 RENEWAL	9/6/2000	2305472	2/28/2002	1862117	REGISTERED	5
BELIZE **							
17074-007BZ1	VANIQA 6/4/2009 RENEWAL	6/4/1999	2199353	10/6/2000	8654	REGISTERED	3,5
17074-006BZ1	VANIQA and Design 3/1/2011 RENEWAL	3/1/2001	1185.02	2/17/2003	1185.02	REGISTERED	5
BAHRAIN **							
17074-007BH1	VANIQA 8/26/2010 RENEWAL	8/26/2000	1952/2000	8/26/2000	28227	REGISTERED	5
17074-006BH1	VANIQA and Design 8/26/2010 RENEWAL	8/26/2000	1953/2000	8/26/2000	28228	REGISTERED	5
BRAZIL **							
17074-007BR1	VANIQA 6/8/1999	6/8/1999	821706101			PENDING	
17074-006BR1	VANIQA and Design 6/8/1999	6/8/1999	822665476			PENDING	5
CHILE							

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
17074-007CL1	VANIQA 11/22/2011 RENEWAL	10/6/2000	50374	11/22/2001	609537	REGISTERED	5
17074-006CL1	VANIQA and Design 11/22/2011 RENEWAL	10/6/2000	503705	11/22/2001	609538	REGISTERED	5
CHINA							
17074-007CNI	VANIQA	10/28/2000	2000131874			PENDING	5
17074-006CNI	VANIQA and Design	8/28/2000	2000131875			PENDING	5
COLOMBIA **							
17074-007CO1	VANIQA 6/1/2011 RENEWAL	8/25/2000	T2000063868	6/1/2001	241569	REGISTERED	5
17074-006CO1	VANIQA and Design 6/1/2011 RENEWAL	8/25/2000	T2000063869	6/1/2001	241568	REGISTERED	5
COSTA RICA							
17074-007CRI	VANIQA 5/22/2011 RENEWAL	8/23/2000	2000-7978	5/22/2001	2098-7978	REGISTERED	5
17074-006CRI	VANIQA and Design 5/22/2011 RENEWAL	8/23/2000	2000-6604	5/22/2001	2099-7978	REGISTERED	5
ECUADOR **							
17074-007TECI	VANIQA 2/13/2011 RENEWAL	8/22/2000	106861	2/13/2001	14174-01	REGISTERED	5
17074-006TECI	VANIQA and Design 1/3/2011 RENEWAL	8/22/2000	106862	1/3/2001	14175-01	REGISTERED	5

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDI	REG#	STATUS	CLASSES
EL SALVADOR							
17074-007SV1	VANIQA 3/26/2013 RENEWAL	8/23/2000	6261-2000	3/26/2003	158/170/317-318	REGISTERED	5
17074-006SV1	VANIQA and Design 3/26/2013 RENEWAL	8/23/2000	6262-2000	3/26/2003	156/170/313-314	REGISTERED	5
GUATEMALA **							
17074-007GT1	VANIQA 8/29/2011 RENEWAL	9/20/2000	00008088	8/30/2001	112440	REGISTERED	5
17074-006GT1	VANIQA and Design 9/4/2011 RENEWAL	9/20/2000	00008089	9/5/2001	112612	REGISTERED	5
INDONESIA							
17074-007ID1	VANIQA 8/28/2010 RENEWAL	8/28/2000	D0019746	8/7/2001	485590	REGISTERED	5
17074-006ID1 2/28/2010	VANIQA and Design RENEWAL	8/28/2000	D0019747	8/7/2001	485589	REGISTERED	5
JAPAN							
17074-008JP1	VANIQA & Katakana 8/18/2010 RENEWAL	6/16/1999	11-53624	8/18/2000	4409895	REGISTERED	5
17074-007JP1	VANIQA and Design 5/11/2011 RENEWAL	4/27/2000	2000-45526	5/11/2001	4472203	REGISTERED	5
JORDAN **							
17074-007JO1	VANIQA	8/29/2000	61214	8/18/2002	61214	REGISTERED	5

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
17074-006IO1	5/11/2011 RENEWAL VANIQA and Design	8/29/2000	61213	8/18/2002	61213	REGISTERED	5
KUWAIT **	8/29/2010 RENEWAL						
17074-007KW1	VANIQA 3/31/2011 RENEWAL	3/31/2001	49525	8/3/2002	40750	REGISTERED	5
17074-006KW1	VANIQA and Design 3/31/2011 RENEWAL	3/31/2001	49526	8/3/2002	40723	REGISTERED	5
LEBANON **							
17074-007LB1	VANIQA 10/6/2015 RENEWAL	10/6/2000	84981	10/6/2000	84981	REGISTERED	5
17074-006LB1	VANIQA and Design 10/6/2015 RENEWAL	10/6/2000	84982	10/6/2000	84982	REGISTERED	5
MALAYSIA							
17074-007MY1	VANIQA 9/7/2010 RENEWAL	9/7/2000	2000/12441	8/11/2003	2000/12441	REGISTERED	5
17074-006MY1	VANIQA and Design 9/7/2010 RENEWAL	9/7/2000	2000/12444			PENDING	5
MEXICO **							
17074-007MX1	VANIQA 6/14/2009 RENEWAL	6/14/1999	378973	7/28/2000	666488	REGISTERED	5
17074-007MX2	VANIQA	4/17/2000	421463	5/30/2000	656907	REGISTERED	3

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
	4/11/2010 RENEWAL						
17074-006MX1	VANIQA and Design 5/3/2010 RENEWAL	5/3/2000	423530	1/31/2001	685079	REGISTERED	5
NICARAGUA **							
17074-007NI1	VANIQA 8/27/2011 RENEWAL	8/18/2000	2000/3754	8/28/2001	50786C.C	REGISTERED	5
17074-006NI1	VANIQA and Design 8/27/2011 RENEWAL	8/18/2000	2000/03755	8/28/2001	50785C.C	REGISTERED	5
PERU							
17074-007PE1	VANIQA 11/21/2010 RENEWAL	8/22/2000	112335	11/21/2000	0067737	REGISTERED	5
17074-006PE1	VANIQA and Design 11/28/2010 RENEWAL	8/22/2000	112336	11/28/2000	0067906	REGISTERED	5
PUERTO RICO							
17074-007PRI	VANIQA 9/7/2005 DECLARATION OF USE 9/7/2011 RENEWAL	9/7/2000	51931	9/7/2000	51931	REGISTERED	5
17074-006PRI	VANIQA and Design 9/7/2005 DECLARATION OF USE 9/7/2010 RENEWAL	9/7/2000	51932	9/7/2000	51932	REGISTERED	5

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SAUDI ARABIA **							
17074-007SA1	VANIQA 5/5/2010 RENEWAL	8/23/2000	66165	5/11/2001	56977	REGISTERED	5
17074-006SA1	VANIQA and Design 5/5/2010 RENEWAL	8/23/2000	66162	5/15/2001	57114	REGISTERED	5
TURKEY							
17074-007TR1	VANIQA 8/24/2010 RENEWAL	8/24/2000	2000/017805	8/24/2000	2000/017805	REGISTERED	5
17074-006TR1	VANIQA and Design 8/24/2010 RENEWAL	8/24/2000	2000/017806	8/24/2000	2000/017806	REGISTERED	5
UNITED STATES							
17074-007001	VANIQA 7/3/2007 AFFIDAVIT OF USE	6/8/1999	75/724,299	7/3/2001	2,466,423	REGISTERED	5
17074-006001	VANIQA and Design 3/12/2008 AFFIDAVIT OF USE	4/26/2000	76/034,182	3/12/2002	2,546,144	REGISTERED	5
VENEZUELA **							
17074-007VE1	VANIQA	8/23/2000	15372/00			PENDING	5
17074-006VE1	VANIQA and Design	8/23/2000	15371/00			PENDING	5

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REFERENCE#	MARK <i>Selected Actions Due</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
VIETNAM **							
17074-007VNI	VANIQA 8/23/2010 RENEWAL	8/23/2000	48243	1/30/2002	39874	REGISTERED	5
17074-006VNI	VANIQA and Design 8/23/2010 RENEWAL	8/23/2000	48244	1/30/2002	39875	REGISTERED	5

Countries **: Assignments of Trademarks were prepared and executed by BMS as Assignor in favor of Seller as Assignee but were never filed in the trademark recording offices for the specified countries. As such, in those specified countries, record title to the Trademarks currently stands in the name of BMS.