

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
M.Y. ALAUR		03/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alaur Dermatologicals LLC		
Street Address:	48 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	limited liability company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76579854	ALAUR SKIN SOLUTIONS	
Serial Number:	76579403	ALAUR	
Serial Number:	78363223	REDERMA	
Serial Number:	76594504	L	
Serial Number:	78339519	VIRGINSKIN	
CORRESPONDENCE DATA			
Fax Number:	(212)468-4888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-468-4800		
Email:	gotiniano@dglaw.com		
Correspondent Name:	Joy J. Wildes		
Address Line 1:	1740 Broadway		
Address Line 2:	DAVIS & GILBERT LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Joy J. Wildes		

CH \$140.00 76579854

Signature:	/Joy J. Wildes/
Date:	04/04/2005
Total Attachments: 6 source=M.Y. Alaur assignment#page1.tif source=M.Y. Alaur assignment#page2.tif source=M.Y. Alaur assignment#page3.tif source=M.Y. Alaur assignment#page4.tif source=M.Y. Alaur assignment#page5.tif source=M.Y. Alaur assignment#page6.tif	

ASSIGNMENT

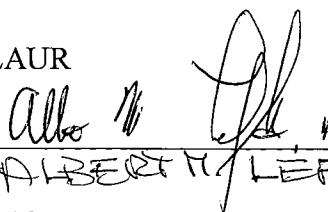
WHEREAS, M.Y. ALAUR, a New York corporation (the "Assignor"), located at 715 Park Avenue, New York, NY 10021, is the owner of the marks listed on the attached Schedule "A" which are the subject of applications for registration in the United States Patent and Trademark Office.

WHEREAS, Alaur Dermatologicals LLC, a limited liability company of the State of New York (the "Assignee"), located at 48 East 43rd Street, New York, NY 10017, is desirous of acquiring said mark and the registration thereof.

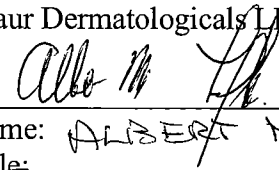
THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the marks, and the applications thereof, and all rights to damages or profits, due or accrued, arising out of past infringement of said mark or injury to said goodwill, and the right to sue for and recover the same in the Assignee's own name.

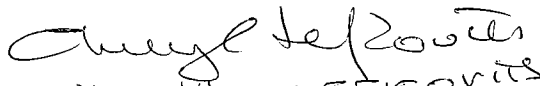
IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the 31 day of March 2005.

M.Y. ALAUR


Name: ALBERT N. LEFKOVITS
Title: Pres.

Alaur Dermatologicals LLC


Name: ALBERT N. LEFKOVITS
Title:


CHERYL LEFKOVITS

SCHEDULE A

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
ALAIUR SKIN SOLUTIONS	76/579854	3/8/2004
ALAIUR	76/579403	3/3/2004
REDERMA	78/363223	2/5/2004
Miscellaneous design	76/594504	5/27/2004
VIRGINSKIN	78/339519	12/11/2003

ARTICLES OF ORGANIZATION

OF

ALaur DERMATOLOGICALS LLC

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is ALaur DERMATOLOGICALS LLC.

SECOND: The county within the state in which the office of the limited liability company is to be located is New York.

THIRD: The latest date on which the limited liability company is to dissolve is December 31, 2103.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

Jasper & Jasper, Esqs.
277 Broadway
2nd Floor
New York, New York 10007

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

TRADEMARK

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1.704-1(b)(2)(iv)(i) of the Tax Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.36(i), shall be subtracted from such taxable income or loss;

(iii) Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Sections 8.4 or 8.5 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Sections 8.4 or 8.5 shall be determined by applying rules analogous to those set forth in clauses (i) through (iii) above.

(j) Tax Regulations shall mean the federal income tax regulations promulgated by the United States Treasury Department under the Code as such Tax Regulations may be amended from time to time. All references herein to a specific section of the Tax Regulations shall be deemed also to refer to any corresponding provision of succeeding Tax Regulations.

1.37 **Unit.** One of the 100 units of Membership Interest that are authorized to be issued under this Agreement. Each Unit represents a Membership Interest with an Initial Sharing Ratio of One percent (1 %), subject to adjustment as provided herein. A Unit is divisible into fractional parts. References to Units herein shall be solely for the purpose of certificating the Membership Interests authorized hereunder. Voting, the granting or withholding of consents or approvals, and allocation of Profits and Losses and Distributions shall be made pursuant to the applicable provisions of this Agreement without reference to the number of Units held by Members.

ARTICLE II FORMATION

2.1 **Organization.** The Members hereby organize the Company as a New York limited liability company pursuant to the provisions of the Act.

2.2 **Agreement.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Agreement hereby agree to the terms and conditions of the Agreement, as it may from time to time be amended. It is the express intention of the Members that the Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Tax Regulations or is expressly prohibited or ineffective under the Act, the Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be deemed to be amended to the least extent necessary in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3 **Name.** The name of the Company is the name set forth at the beginning of this Operating Agreement, and all business of the Company shall be conducted under that name.

2.4 **Term.** The Company shall be dissolved and its affairs wound up in accordance with the Act and the Agreement on December 31, 2103 unless the term shall be extended by amendment to the Agreement and the Articles, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Agreement.

2.5 **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles. The Members, may, from time to time, change the registered agent or office through appropriate filings with the Department of State of New York. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

2.6 **Principal Office.** The Principal Office of the Company shall be located at
48 East 43rd Street, New York, New York 10017

2.7 **Publication.** Within 120 days after the Effective Date, the Members shall cause a notice containing the substance of the Articles, in the form required by the Act, to be published once in each week for six successive weeks in two newspapers of the county in which the Principal Office is located.

ARTICLE III PURPOSE; NATURE OF BUSINESS

The business purpose of the Company is to engage in any and all business activities permitted under the laws of the State of New York.

The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. The Company exists only for the purpose specified in this Article III, and may not conduct any other business without the unanimous consent of the Members. The authority granted to the Members hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

ARTICLE IV ACCOUNTING AND RECORDS

4.1 **Records to be Maintained.** The Company shall maintain the following records at the Principal Office:

(a) a current list of the full name set forth in alphabetical order and last known mailing address of each Member, together with the information set forth on Schedule A relating to each Member's Initial Capital Contribution, number of Units, Membership Interest and Sharing Ratio;

FILING RECEIPT

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ENTITY NAME: ALAUR DERMATOLOGICALS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NEWY

SERVICE COMPANY: GERALD WEINBERG, P.C.

SERVICE CODE: 13 *

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FILED:10/28/2004 DURATION:12/31/2103 CASH#:041028000587 FILM #:041028000552

ADDRESS FOR PROCESS

EXIST DATE

JASPER & JASPER ESQS
277 BROADWAY 2ND FL
NEW YORK, NY 10007

10/28/2004

REGISTERED AGENT

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FILER	FEES		PAYMENTS	
-----	-----	225.00	-----	225.00
	FILING	200.00	CASH	0.00
	TAX	0.00	CHECK	0.00
JASPER & JASPER ESQS	CERT	0.00	CHARGE	0.00
277 BROADWAY	COPIES	0.00	DRAWDOWN	225.00
2ND FL	HANDLING	25.00	BILLED	0.00
NEW YORK, NY 10007			REFUND	0.00

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DOS-1025 (11/89)