

02-03-2005

DEPT. OF COMMERCE  
Trademark Office

### RECORDATION FORM TRADEMARK



To the Director of the U. S. Patent and Trademark Office: Please reattach documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

HPL Biomedical, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 12/13/2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Intellectual Property Int'l Internal

Address: \_\_\_\_\_

Street Address: 4560 S. Decatur Blvd.

City: Las Vegas

State: Nevada

Country: \_\_\_\_\_ Zip: 89103

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Nevada
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,161,328

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

DERMASOF

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

Name: Jenna F. Karadbil

Internal Address: LEWIS AND ROCA LLP

Street Address: 3993 Howard Hughes Pky Suite 600

City: Las Vegas

State: Nevada Zip: 89109

Phone Number: (702) 949-8200

Fax Number: (702) 949-8398

Email Address: trademarks-lasvegas@irlaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 502847

Authorized User Name Carlene Arnold

**9. Signature:**

Jenna F. Karadbil  
Signature

1/10/05  
Date

Jenna F. Karadbil

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/02/2005 ECDOPER 00000004 502847 2161328  
01 FC:8521 40.00 BA

**AFFIDAVIT**

I, DONALD K. MCGHAN, declare as follows:

1. On February 23, 1999, McGhan Medical Corporation assigned the entire interest of the company to HPL Biomedical, Inc., as identified in that certain document recorded March 9, 1999 with the United States Patent and Trademark Office at Reel 1865, Frame 0172.
2. On December 30, 1999, BIO-III ACQUISITION CORPORATION, a Delaware corporation, purchased all of the shares of HPL Biomedical, Inc. dba Biodermis Inc., et al. A copy of this Share Purchase Agreement is attached hereto as Exhibit A.
3. BIO-III ACQUISITION CORPORATION is a wholly owned subsidiary of MediCor Ltd. which owns all the assets of this corporation.
4. INTELLECTUAL PROPERTY INTERNATIONAL, INC. is a wholly owned subsidiary of MediCor Ltd.
5. MediCor Ltd. hereby transfers the trademark DERMASOF, Registration No. 2,161,328, issued June 2, 1998 to its subsidiary INTELLECTUAL PROPERTY INTERNATIONAL, INC.

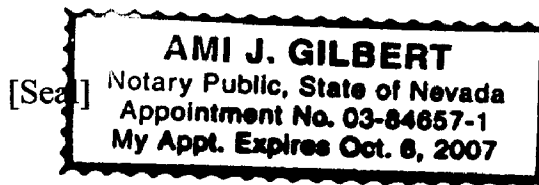
Dated: December 13, 2004

Dated: December 13, 2004

<p>MEDICOR LTD., as Assignor</p> <p>By: <u>[Signature]</u>  Title: <u>CHAIRMAN</u>  <u>DONALD K. MCGHAN</u></p>	<p>INTELLECTUAL PROPERTY INTERNATIONAL, INC., as Assignee</p> <p>By: <u>[Signature]</u>  Title: <u>CEO</u>  <u>C. S. ESCHBACH</u></p>
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Subscribed to me this 13<sup>th</sup> day of December, 2004

[Signature]  
Notary Public





# EXCERPT

ORIGINAL

## SHARE PURCHASE AGREEMENT

**THIS AGREEMENT**, dated as of December 30, 1999, is by and between HPL Biomedical, Inc. dba Biodermis Inc., Martin Mitchell, Marc Sperberg, Jeff Schluening and Peter LeVay, collectively (hereinafter, collectively, the "Owners"), and BIO-III ACQUISITION CORPORATION, a Delaware corporation (hereinafter called "Buyer").

**WHEREAS**, Buyer wishes to purchase and Owners wish to sell all of the issued and outstanding Shares of common stock (hereinafter called the "Shares") of HPL Biomedical, Inc., a Nevada corporation (hereinafter called the "Company"), now held by Owners.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**1. Sale and Purchase of Shares**

(a) Sale of Shares. On or before June 30, 2000 (the "Closing"), Owners shall sell, assign, transfer and convey to Buyer and Buyer shall purchase, acquire and accept from Owners the Shares. Prior to Buyer's payment of the Purchase Price, as defined below, into an escrow account (the "Escrow") Owners shall deposit in the Escrow stock certificates representing 100% of the issued and outstanding stock of the Company, along with duly executed stock powers transferring the Shares to the Buyer, effective as of the Closing date, including guaranteed signatures of the Owners and their spouses.

(b) Purchase Price. As consideration for the Shares, Buyer shall deposit into an escrow account (the "Escrow") the purchase price (the "Purchase Price") [REDACTED]

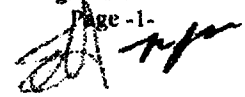
**2.** [REDACTED]

**3. Retention of Liabilities**

(a) Upon Closing and except for the liabilities of the Company which have been disclosed in writing to the Buyer, the Owners agree that the Owners are and shall remain solely and irrevocably liable and responsible for any and all claims, liabilities, obligations, losses, costs, expenses,

Share Purchase Agreement

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(vii) for any failure of the Company to comply with any governmental laws, rules, regulations and ordinances relating to the operations conducted by or the products or services manufactured, sold or provided by the Company, prior to the Closing.

(b) Buyer acknowledges and agrees that Owners are entitled to indemnification with respect to:

(i) misrepresentation, breach of warranty or nonfulfillment of any covenant by the Buyer under this Agreement;

(ii) taxes, including sales, use, property, franchise, employment, income and other taxes of the Federal, state, local or foreign governmental body, together with interest and penalties thereto, assessed at any time against the Company after Closing for transactions occurring during fiscal or calendar periods after the Closing;

(iii) for personal injury, death or property or environmental damage arising out of or relating to the operations conducted by the Company after the Closing;

(iv) for product liability as described in Sections 3(c) above;

(v) for personal injury or death to any employee, agent or consultant of the Company for any workplace injury after the Closing;

(vi) with respect to any employee benefit plan accruing from or arising or relating to any action, event or omission of the Company after the Closing;

(vii) for any failure of the Company to comply with any governmental laws, rules, regulations and ordinances relating to the operations conducted by or the products or services manufactured, sold or provided by the Company, after the Closing.

#### 8. The Signing and Closing

(a) The signing under this Agreement (herein called, the "Signing"), shall take place at the offices of Buyer in Las Vegas, Nevada at 12 noon local time, on February 4, 2000 or before. Except as otherwise provided herein, all transactions at the signing shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed and no document or certificate shall be deemed to have been delivered until all transactions are completed and all documents delivered.

(b) At the Closing on or before June 30, 2000, Buyer shall deliver to Owners the following:

(i) the Purchase Price;

(ii) one certified copy of the resolutions of Buyer's Board of Directors evidencing the authorizations and approvals for this Agreement and the transactions contemplated hereby;

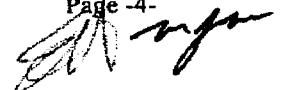
(c) At the Closing on or before June 30, 2000, Owners shall deliver to Buyer the following:

(i) certificates for One Thousand (1,000) Shares of the capital common stock of the Company, properly endorsed for transfer with all required governmental stock transfer stamps attached;

(ii) the Company's corporate minute books, stock transfer books and corporate seal;

(iii) the written resignations of each director of the Company in office immediately prior to the Closing;

(iv) one certified copy of the resolutions of the Company's Board of Directors evidencing the authorization authorizations and approvals for this Agreement and the transactions contemplated hereby.




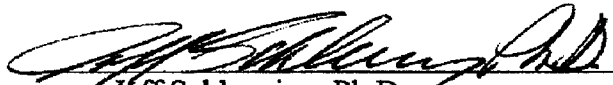
21. **Waiver** The failure of any party at any time or times to enforce or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty contained in this Agreement.

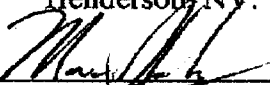
22. **Severability** If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part for any reason, that provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the parties' original intent, failing which, it shall be severed from this Agreement with the balance of the Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other jurisdiction or in any other case or circumstances, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law.

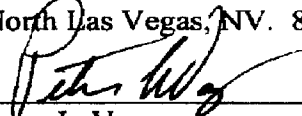
**IN WITNESS WHEREOF**, the parties hereto intend to be legally bound hereby and have caused this Agreement to be duly executed as of the date first written above.

**OWNERS:**

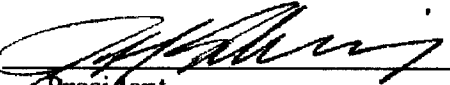
  
\_\_\_\_\_  
Martin Mitchell  
1832 Quarley Place  
Henderson, NV. 89014

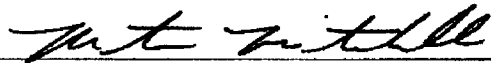
  
\_\_\_\_\_  
Jeff Schluening, Ph.D.  
828 Crescent Moon Drive  
North Las Vegas, NV. 89031

  
\_\_\_\_\_  
Marc Sperberg  
339 Faulkner Court  
Henderson, NV. 89014

  
\_\_\_\_\_  
Peter LeVay  
915 San Antonio Creek Road  
Santa Barbara, CA. 93117

**The "COMPANY"**  
HPL Biomedical, Inc., a Nevada corporation

By:   
\_\_\_\_\_  
Its: President  
Address:  
3078 E. Sunset Road  
Las Vegas, NV. 89120

Attest:   
\_\_\_\_\_  
Corporate Secretary

**SIGNATURES CONTINUED ON NEXT PAGE**

Share Purchase Agreement

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The "BUYER"  
BIO-III Acquisition Corporation, a Delaware corporation

By: Dee K. Weiss

Its: President

Address:

3800 Howard Hughes Parkway  
Suite 1800  
Las Vegas, NV. 89109

Attest: [Signature], Ph.D.  
Corporate Secretary

"ACTIONS and Proceedings Schedule" ed  
None rjt

[Signature] [Signature]