

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SkinCeuticals, Inc.		06/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	L'Oreal USA Creative, Inc.
Street Address:	575 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2191986	
Registration Number:	2386591	PRIMACY
Registration Number:	2910122	PRIMACY C+AHA
Registration Number:	2910123	PRIMACY C+E
Registration Number:	2435698	SKINC
Registration Number:	2156487	SKINCEUTICALS
Registration Number:	2930299	SKINCEUTICALS HYDRATING B5 GEL
Registration Number:	2930297	SKINCEUTICALS PHYTO CORRECTIVE GEL
Registration Number:	2930298	SKINCEUTICALS SERUM 15
Registration Number:	2945671	PRIMACY PHYTO+
Serial Number:	78559268	SKINCEUTICALS ULTIMATE UV DEFENSE

CORRESPONDENCE DATA	
Fax Number:	(212)984-5082
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

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Phone: 2129844177
Email: lgigliotti@us.loreal.com
Correspondent Name: Lisa M. Gigliotti
Address Line 1: 575 Fifth Avenue
Address Line 2: 34th Floor
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Lisa M. Gigliotti
Signature:	/Lisa M. Gigliotti/
Date:	07/13/2005

Total Attachments: 3
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**ASSIGNMENT OF TRADEMARKS
(U.S)**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and executed effective as of June 9, 2005 by SkinCeuticals, Inc., a Delaware corporation ("Assignor") in favor of L'Oréal USA Creative, Inc., a Delaware corporation ("Assignee"), pursuant to the Asset Purchase Agreement, dated as of May 15, 2005 (the "Asset Purchase Agreement"), among L'Oréal USA, Inc., Assignor, SkinCeuticals International, Inc., Walruss, Inc., Dr. Sheldon Pinnell, Alden Pinnell, Russell Moon and Christopher Hausman. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the exclusive owner of the trademarks, trademark rights, trade names, trademark registrations and trademark applications listed on Exhibit A attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Assignor hereby assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Trademarks and all registrations thereof and applications therefor, whether or not listed on Exhibit A hereto, including the right to recover for past, present and future infringements pertaining to the use thereof, together with all goodwill associated with, corresponding to, symbolized by and embodied in the Trademarks. Assignor does hereby acknowledge that Assignee is a successor to the portion of the business of Assignor to which the Trademarks pertain, and that said business is ongoing and existing.

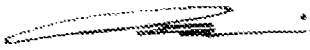
2. Facilitation of Transfer. Assignor agrees, upon reasonable request from Assignee, that Assignor will, without charge to Assignor and at Assignee's sole expense, (i) provide whatever documentation Assignor may have relating to or supporting the chain of title and use of the Trademarks, including without limitation Assignor's date of first use of the Trademarks, such use theretofore and thereafter, and (ii) sign any confirmatory assignments, take all rightful oaths, and do all lawful acts which may be reasonably necessary for vesting title to the Trademarks therefor in Assignee, including without limitation, by executing any documents which Assignee deems necessary to correct the chain of title with respect to such Trademarks.

3. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation the United States Patent and Trademark Office.

4. Binding Effect. This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

SKINCEUTICALS, INC.

By:  _____

Name: Alden Pinnell

Title: President

EXHIBIT A

I. United States Trademark Registrations:

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
1. MISC. DESIGN (Swirl Design)	75276643	2191986
2. PRIMACY	75759367	2386591
3. PRIMACY C+AHA	76563838	2910122
4. PRIMACY C+E	76563839	2910123
5. SKINC	75570992	2435698
6. SKINCEUTICALS	75240132	2156487
7. SKINCEUTICALS HYDRATING B5 GEL	76563842	2930299
8. SKINCEUTICALS PHYTO CORRECTIVE GEL	76563840	2930297
9. SKINCEUTICALS SERUM 15	76563841	2930298
10. PRIMACY PHYTO+	76563843	2945671
11. www.SkinCeuticals.com		

II. United States Trademark Applications:

<u>Mark</u>	<u>Serial Number</u>
1. MISC. DESIGN (Blue Color Mark)	76570770
2. SKINCEUTICALS ULTIMATE UV DEFENSIVE	78559268

III. Other Trademark Rights Being Assigned:

Any and all US common law trademark rights owned or held by Assignor.