

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
Ferndale IP, Inc.		07/20/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Zars, Inc.		
Street Address:	1142 West 2320 South, Suite A		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78632294	SYNERA	
CORRESPONDENCE DATA			
Fax Number:	(801)566-0750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801) 566-6633		
Email:	siegrist@tnw.com, connor@tnw.com		
Correspondent Name:	THORPE NORTH & WESTERN, LLP		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sandy, UTAH 84091-1219		
NAME OF SUBMITTER:	Gary P. Oakeson		
Signature:	/Gary P. Oakeson/		
Date:	08/02/2005		

OP \$40.00 78632294

Total Attachments: 2
 source=signed assignment assumption agreement (2)#page1.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this 20 day of July, 2005, by and between ZARS, Inc., a Utah corporation ("Assignee") and Ferndale Laboratories, Inc., a Michigan corporation having an address of 780 West 8 Mile Road, Ferndale, Michigan 48220 ("Assignor").

RECITALS

A. Pursuant to a certain Termination Agreement dated as of July 20, 2005 (the "Termination Agreement"), Assignor desires to assign to Assignee its right, title and interest in and to any and all rights to the name "Synera," and Assignee desires to accept such assignment, upon the terms, covenants and conditions set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants of Assignee under the Termination Agreement, the payment of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells, conveys, grants, delivers and sets over to Assignee, and Assignee accepts, all of Assignor's right, title and interest in and to the name "Synera," including any related trademark registrations or applications, service marks, trade dress, logos, trade names, domain names, designs, graphics and art work, together with all adaptations, derivations, and combinations thereof and all goodwill associated therewith, all applications, registrations, and renewals in connection therewith, all modifications and refinements thereto, and any extensions of the foregoing owned by Ferndale (collectively, the "Name"). Assignor further assigns to Assignee, its successors and assigns, its rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition, and counterfeiting of the Name, and to recover and hold all damages, profits, and other compensation arising from such third party unlawful acts which may have occurred prior to the date of this Assignment. Assignor hereby grants to Assignee, its successors and assigns, the right to file and prosecute trademark applications in the United States and throughout the world for the Name or any portion thereof in the name of Assignee and Assignor agrees to execute any and all documents necessary to give effect to the foregoing. Assignor further covenants and agrees to perform all terms, covenants, conditions, agreements and obligations to be kept and performed with respect to the Name up to the date of this Assignment.

2. Right to Assign. Assignor represents and warrants that Assignor has title to, and full right to assign, the Name free and clear of any liabilities, security interests and other encumbrances.

3. Assumption. Assignee accepts said assignment and assumes all obligations of Assignor regarding the Name to be performed on and after the date of this Assignment.

4. Miscellaneous.

(a) Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

(b) Execution. Assignor and Assignee agree to execute, acknowledge and deliver all such additional instruments, notices, and other documents and to do all such further acts and things as may be necessary or useful to more fully give effect to the intent of this Assignment.

(c) Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

(d) Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Notice. Any notices or deliveries of documents hereunder may be effectuated by facsimile or reputable overnight courier at the addresses set forth in the Termination Agreement.

IN WITNESS WHEREOF, intending to be legally bound, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

FERNDAL LABORATORIES, INC.

BY: _____

PRINT NAME: _____

TITLE: _____

Michael Burns
MICHAEL BURNS
President + COO.

ASSIGNEE:

ZARS, INC.

BY: _____

PRINT NAME: _____

TITLE: _____

Harry R. Kelly
Harry R. Kelly
CEO