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
Futureskin, LLC		07/25/2005	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Charles Worthington Hair & Beauty Company Limited
Street Address:	7 Percy Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	WIP 9FB
Entity Type:	Limited Liability Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2863229	Q & A

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2023444000
Email: mbharrison@venable.com
Correspondent Name: Mark B. Harrison
Address Line 1: Venable, P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

CH $40.00 2863229

NAME OF SUBMITTER:	Mark B. Harrison
Signature:	/mark b. harrison/
Date:	09/15/2005
Total Attachments: 2 source=Q&A Assignment#page1.tif source=Q&A Assignment#page2.tif	

PURCHASE AND TRANSFER AGREEMENT

This Purchase and Transfer Agreement (this "Agreement") is dated as of the 18th day of May, 2005 by and between Charles Worthington Hair & Beauty Company Limited, a UK limited liability company with offices at 7 Percy Street, London WIP 9FB England ("Assignee"), and Futureskin, LLC, an Arizona limited liability company, with its address at Suite 109-565 7119 E. Shea Blvd., Scottsdale, AZ 85254, USA ("Assignor").

WHEREAS, Assignor is the owner of US Trademark Registration No. 2,863,229 issued July 13, 2004 and of the trademark Q&A shown in said registration, and of the goodwill of the business symbolized by said mark; and

WHEREAS, Assignor wishes to sell and assign to Assignee, and Assignee wishes to purchase from Assignor, US Trademark Registration No. 2,863,229, and the trademark Q&A shown in said registration;

NOW THEREFORE, for $5,000.00 (Five Thousand Dollars) to be paid within thirty (30) business days of the last signature hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto the said Assignee its entire right, title and interest in and to the said United States Trademark Registration, and the trademark shown in the said registration, together with the goodwill of the business symbolized by said mark, the right to sue for past infringement, and the right of Assignor to conduct business under said trademark.

Assignor warrants that it is the sole legal owner of said United States Trademark Registration, that the Registration is not licensed, pledged, assigned, or otherwise encumbered, that Assignor has secured the release of any security interests that may have been granted in this Registration, and that neither the Registration nor this Assignment knowingly infringes on the rights of any person.

Assignor further agrees that within six months from the date of this agreement Assignor will cease all use of the Q&A trademark, either alone or in combination with any other terms or trademarks.

The parties hereby knowingly and voluntarily waive and release all rights and claims, known and unknown, suspected or unsuspected, which, as of the date of this agreement, they may have against each other or any of their past, present or future subsidiaries, affiliated companies or entities, predecessors, successors, assigns, partners, officers, trustees, directors, managers, employees, attorneys, insurers, agents or representatives, relating to or arising out use of the trademark including, without limitation, claims for trademark infringement.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties to this Agreement as of the date first above written.

Charles Worthington Hair & Beauty Company Limited

By: _____

Name: BRANDON HOWARD HEIGH

Title: COMPANY SECRETARY

Date: 7th June 2005

Futureskin, LLC

By: _____

Name: Linda Walker

Title: Manager

Date: 7/25/05