

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ideal Image, Inc.		04/18/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marc Blumenthal		
<b>Street Address:</b>	4830 West Kennedy Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33609		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78363939	IDEAL OFFICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(727)507-8668		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7275078558		
<b>Email:</b>	trademarks@smithhopen.com		
<b>Correspondent Name:</b>	Anton J. Hopen		
<b>Address Line 1:</b>	15950 Bay Vista Drive		
<b>Address Line 2:</b>	Suite 220		
<b>Address Line 4:</b>	Clearwater, FLORIDA 33760		
<b>ATTORNEY DOCKET NUMBER:</b>	1394.16		
<b>NAME OF SUBMITTER:</b>	Anton J. Hopen		
<b>Signature:</b>	/anton j hopen/		

OP \$40.00 78363939

Date:

12/20/2005

**Total Attachments: 5**

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**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

<b>A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON</b> David S. Feiman (813) 221-3900	
<b>B. SEND ACKNOWLEDGEMENT TO:</b>	
Name	David S. Feiman, Esq.
Address	Hill, Ward & Henderson, P.A.
Address	Post Office Box 2231
Address	Tampa, Florida 33601
City/State/Zip	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

1a. ORGANIZATION'S NAME Ideal Image, Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4890 West Kennedy Boulevard, Suite 100		CITY Tampa	STATE FL	POSTAL CODE 33609
1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Florida	1g. ORGANIZATIONAL ID# P0100046723 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

2a. ORGANIZATION'S NAME Ideal Image Development Corporation				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 4890 West Kennedy Boulevard, Suite 100		CITY Tampa	STATE FL	POSTAL CODE 33609
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION Florida	2g. ORGANIZATIONAL ID# P03000037377 <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

3a. ORGANIZATION'S NAME				
3b. INDIVIDUAL'S LAST NAME Blumenthal		FIRST NAME Marc	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4830 West Kennedy Boulevard, Suite 100		CITY Tampa	STATE FL	POSTAL CODE 33609
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A TO UCC-1 FINANCING STATEMENT ATTACHED HERETO AND MADE A PART HEREOF.

**5. ALTERNATE DESIGNATION (if applicable)**

LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR
AG. LIEN	NON-UCC FILING	SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

STANDARD FORM - FORM UCC-1 (REV.12/2001)

Filing Office Copy

Approved by the Secretary of State, State of Florida

TRADEMARK  
REEL: 003214 FRAME: 0150

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM – ADDENDUM**

**8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**

8a. ORGANIZATION'S NAME Ideal Image, Inc.			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. MISCELLANEOUS:

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names**

10a. ORGANIZATION'S NAME				
10b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

**11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)**

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME Gesemyer	FIRST NAME Robert	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 6001 East Columbus Drive	CITY Tampa	STATE FL	POSTAL CODE 33619	COUNTRY USA

12. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

13. Description of real estate:

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

SEE EXHIBIT A TO UCC-1 FINANCING STATEMENT ATTACHED  
HERETO AND MADE A PART HEREOF.

16. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years  
 Filed in connection with a Public-Finance Transaction – effective 30 years

## **EXHIBIT "A"**

### **ATTACHMENT TO FINANCING STATEMENT**

Collateral subject to the Security Agreement dated April 13, 2005, among Ideal Image, Inc. and Ideal Image Development Corporation (collectively, the "Borrower") and Marc Blumenthal and Robert Gesemeyer (each a Secured Party and collectively, the "Secured Parties") (the "Security Agreement") includes the following, wherever located and whether now owned or hereafter acquired (capitalized terms used but not otherwise defined in this Exhibit have the respective terms assigned to them in the Security Agreement.):

1. All accounts, consisting of every right to payment for goods or other property of any kind sold or leased, for services rendered, or for any other transaction, whether or not the right to payment has been earned by performance, and includes every account receivable, all purchase orders, all interest in goods the sale, lease, license, assignment or other disposition of which gave rise to the right to payment (including returned or repossessed goods and unpaid seller's rights), and the rights pertaining to such goods, including the right to stoppage in transit, every right to payment under any contract, and every lien, guaranty, or security interest that secures a right to payment for any of the foregoing ("Accounts").
2. All chattel paper, consisting of any writing or writings evidencing both a monetary obligation and either a lease of goods or a security interest in goods ("Chattel Paper").
3. All documents, including without limitation any paper that is treated in the regular course of business as adequate evidence that the person in possession of the paper is entitled to receive, hold, and dispose of the goods the paper covers, and includes, without limitation, warehouse receipts, bills of lading, certificates of title, and applications for certificates of title ("Documents").
4. All instruments, including without limitation, every instrument of any kind, as that term is used in the Uniform Commercial Code in effect in the State of Florida as of the date of the Security Agreement (the "UCC"), and includes, without limitation, every promissory note, negotiable instrument, certificated security, or other writing that evidences a right to payment of money, that is not a lease or security agreement, and that is transferred in the ordinary course of business by delivery with any necessary assignment or endorsement ("Instruments").
5. All equipment, including without limitation all property owned by Borrower and held for use in its business, together with all parts, fittings, accessories, repair equipment, and special tools now or later affixed to, or used in connection with, that property, all additions, accessions, replacements, and substitutions to that property, and all transferable rights of Borrower to the licenses and warranties (express and implied) received from the sellers and manufacturers of the foregoing property and all related claims, credits, setoffs, and other rights of recovery ("Equipment").
6. All inventory of whatever kind, as that term is used in the UCC, and includes, without limitation, all goods held by Borrower for sale or lease, goods furnished or to be furnished under a contract for service, and supplies, packaging, raw materials, work-in-process, and materials used or consumed or to be used or consumed in Borrower's business, or in the processing, packaging, or shipping of same, all finished goods, all property, the sale or lease

of which has given rise to Accounts, Chattel Paper, Instruments, and that has been returned to Borrower or repossessed by Borrower or stopped in transit, and all warranties and related claims, credits, setoffs, and other rights of recovery with respect to any of the foregoing ("Inventory").

7. All general intangibles of any kind, as that term is used in the UCC, and includes all intangible personal property other than Accounts, Documents, Instruments, and Chattel Paper, and includes, without limitation, money, contract rights, partnership or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, engineering drawings, goodwill, registrations, franchises, copyrights, licenses, customer lists, source codes, computer programs and other software, tax refund claims, royalty, licensing and product rights, all claims under guarantees, security interests, or other security held by or granted to Borrower to secure payment of any of the Documents by an Account Debtor, all indemnification rights, and rights to retrieval from third parties of electronically processed and recorded data pertaining to any Collateral, things in action, items, checks, drafts, and orders in transit to or from Borrower, credits or deposits of Borrower (whether general or special) that are held by the Secured Parties ("General Intangibles").
8. All fixtures, including all property that is or becomes so related to real property that an interest in it arises under the real estate law of the State of Florida ("Fixtures").
9. All intellectual property, including means rights of any Borrower in information or discoveries covered by patents, patents pending, trade secrets and/or patent applications, whether domestic or foreign, whether now filed or filed in the future, and all divisions, continuations, continuations-in-part, reissues, reexaminations or extensions thereof, and any letters patent that issue thereon. Intellectual Property also includes the rights of Borrower in trade names, service marks, copyrights, computer programs, logos, domain names, technical information, know-how, processes, procedures, compositions, devices, methods, trade secrets, protocols, techniques, designs, or drawings, including but not limited to, those trademarks listed on attached Schedule 1 ("Intellectual Property"), and any rights of Borrower as licensor, licensee, or other contract party under any license or other agreements that concern the Intellectual Property or the Products.
10. All rights to, and under all policies insuring the life of any officer, director, partner, or employee of Borrower.
11. All Deposit Accounts, all Investment Property and all Letter of Credit Rights.
12. All Supporting Obligations not otherwise identified above.
13. To the extent not otherwise included, all Proceeds, products, parts, replacements, or accessories to, and substitutions for, the foregoing property, together with all choses in action and causes of action of Borrower, whether now existing or hereafter arising, relating directly or indirectly to any of the Collateral (whether arising in contract, in tort or otherwise).

**SCHEDULE 1**

**TRADEMARKS**

<b>Trademark</b>	<b>App. Number Reg. Number</b>
<b>FLAIR DO</b> <i>Country:</i> United States of America <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Bikini laser hair removal	78/525490
<b>IDEAL IMAGE</b> <i>Country:</i> Australia <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Cosmetic enhancement and laser hair removal	839170
<b>IDEAL IMAGE</b> <i>Country:</i> Madrid Protocol <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Cosmetic enhancement and laser hair and vein removal	Z1231412 839170
<b>IDEAL IMAGE</b> <i>Country:</i> United States of America <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Cosmetic enhancement and laser hair and vein removal	78/442407
<b>IDEAL IMAGE</b> <i>Country:</i> United States of America <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Hair and vein removal through use of lasers	76/508361 2829610
<b>IDEAL IMAGE and Design</b> <i>Country:</i> European Community <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Cosmetic enhancement and laser hair and vein removal	3940202
<b>IDEAL IMAGE and Design</b> <i>Country:</i> United States of America <i>Owner:</i> Ideal Image Development Corporation <i>Classes:</i> 44 Int. <i>Goods:</i> Class: 44 Int. Hair and vein removal through use of lasers	78/4132174
<b>IDEAL OFFICE</b> <i>Country:</i> United States of America <i>Owner:</i> Ideal Image, Inc. <i>Classes:</i> 09 Int. <i>Goods:</i> Class: 09 Int. Software used to schedule appointments and to administer, manage and track patient information in the medical and cosmetic procedures field.	78/363939