

10-11-2005

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

1. Name of conveying party(ies):

LABORATOIRE PHARMAPLUS USA INC.

- Individual(s)
- General Partnership
- Corporation- State: NEW YORK
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) AUGUST 1, 2005

- 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: EUROPEAN COSMETIC GROUP INC.

Internal Address: 1204 BROADWAY

Street Address: SAME

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10001

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship NEW YORK

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)

Reg. No. 2,859,443

Additional sheet(s) attached? Yes No

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

55H+ → TLE # 55 AND TLE FROM "H+" - Reg. DATE July 6, 2004
PARIS "PARIS"

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

Name: JOHN IOANNOU, JR. ESQ.

Internal Address: 8821 S.W. 8th STREET

Street Address: SAME

City: FORT LAUDERDALE

State: FLA Zip: 33324

Phone Number: 786-787-0429

Fax Number: 786-787-0426

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature: John Ioannou, Jr.

Signature

JOHN IOANNOU, JR. ESQ.

Name of Person Signing

Aug. 31, 2005
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/05/2005 ECOOPER 00000106 2859443

01 FC:8521

40.00 OP

**ASSIGNMENT OF TRADEMARK
"55H+PARIS"**

WHEREAS, Laboratoire Pharmaplus USA, Inc., a New York corporation ("Assignor"), whose address is 56-25 Flushing Avenue, Maspeth, New York 11378, is the owner and holder of all rights, interest and title in the United States, Canada and the Caribbean Islands to the trademark "55H+PARIS" or variations thereof, including the pending application therefore in the name of Guys Bismuth, together with the goodwill of the business in those territories, by Assignment of Trademark executed on July 24, 2003 by Guy M. Bismuth, a true copy of which is attached hereto and incorporated herein.

WHEREAS, Assignor now desires to assign to European Cosmetic Group, Inc., a New York corporation ("Assignee"), whose address is 1204 Broadway, New York, New York 10001, and Assignee desires to acquire from Assignor, all of Assignor's rights, title and interest to the trademark "55H+PARIS" or variations thereof, including all registrations or pending applications therefore including any renewals granted thereon, together with the goodwill of the business, and the trade dress and secret formula, if any, associated with the trademark.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and convey unto the Assignee all of Assignor's rights, title and interest in the United States, Canada and the Caribbean Islands to the trademark "55H+PARIS" or variations thereof, and all registrations or pending applications therefore including any renewals granted thereon, together with the goodwill of the business, and the trade dress and secret formula, if any, associated with the trademark.

Assignor warrants that he has not transferred any of the rights assigned herein to any other party and continues to have all such rights as of the date hereof. Assignor agrees to sign any and all additional documentation, including further assignments to accomplish the full confirmation of Assignee's worldwide ownership. All parties hereto understand the terms of this Assignment.

This Assignment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and anyone else who claims or may claim any rights through them. The Assignment represents the entire agreement between the parties and may not be modified, amended or varied except by written agreement executed by the parties.

IN WITNESS WHEREOF, Assignor has signed its name as hereafter set forth.

ASSIGNOR:

LABORATOIRE PHARMAPLUS USA, INC.
a New York corporation

By: 

Jacob Aini, Authorized Officer

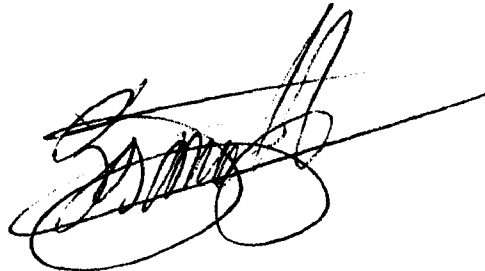
Dated as of August 1, 2005.

ASSIGNMENT OF TRADEMARK

WHEREAS, Guy M. Bismuth, a individual and resident of France ("Assignor"), is the owner and holder of the French registration for the trademark "55H+PARIS," registered in France on November 2, 2001 under registration number 013129137, and is currently applying for registration of said trademark in the United States Patent and Trademark Office.

WHEREAS, Assignor desires to assign to Laboratoire Pharmaplus, Inc., a New York corporation ("Assignee"), and Assignee desires to acquire from Assignor, all of Assignor's rights, title and interest in the United States, Canada and the Caribbean Islands to the trademark "55H+PARIS" and any registrations or pending applications therefore including any renewals granted thereon, together with the goodwill of the business, and the trade dress and secret formula, if any, associated with the trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and convey unto the Assignee all of Assignor's rights, title and interest in the United States, Canada and the Caribbean Islands to the trademark "55H+PARIS" and any registrations or pending applications for said mark and any renewals granted thereon, together with the goodwill of the business, and the trade dress and secret formula, if any, associated with the trademark, and the right to sue for past infringement. Assignor agrees to sign any and all additional documentation, including further assignments to accomplish the full confirmation of Assignee's ownership of same. This Assignment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

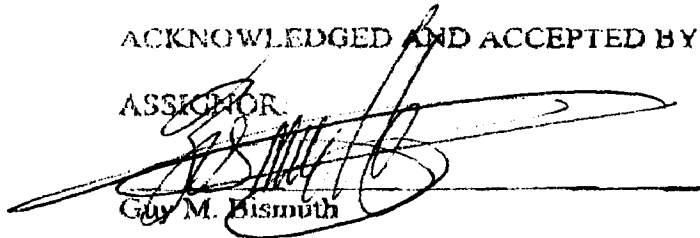


The Assignment represents the entire agreement between the parties and may not be modified, amended or varied except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, Assignor has hereunder signed its name as hereafter set forth.

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNOR:

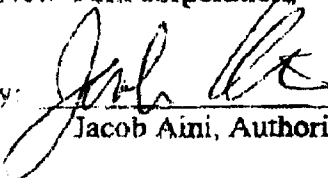

Guy M. Bismuth

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

LABORATOIRE PHARMAPLUS, INC.,
a New York corporation,

By:

 authorized
OFFICER
Jacob Aini, Authorized Officer