

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Klinger Advanced Aesthetics, LLC		06/14/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Klinger Advanced Aesthetics, Inc.		
<b>Street Address:</b>	501 Merritt 7		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1076178	GEORGETTE KLINGER	
Registration Number:	1104128	KLINGER	
Registration Number:	1106942	GEORGETTE KLINGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127046125		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Karl M. Zielaznicki, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 5200		
<b>Address Line 2:</b>	Troutman Sanders LLP c/o TM Docket Clerk		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	364145.000001		

OP \$90.00 1076178

NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	06/19/2006
Total Attachments: 2 source=KAAILLC to KAAIINcT#page1.tif source=KAAILLC to KAAIINcT#page2.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment effective as of January 9, 2006 (this "Assignment") by and between Klinger Advanced Aesthetics, LLC, a Delaware limited liability company ("Assignor"), and Klinger Advanced Aesthetics, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and related registrations therefor set forth on Schedule A hereto (collectively, the "Trademarks");

WHEREAS, Assignor has previously transferred all right, title and interest to the Trademarks to Assignee;

WHEREAS, Assignee is desirous of confirming this transfer and recording this same with the US Patent and Trademark Office and Canadian Trademark Office.

NOW THEREFORE, in consideration for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks including, without limitation, any applications and registrations therefor, any goodwill of the business relating to the Trademarks and all causes of action for any and all past infringements of the Trademarks including, without limitation, the right to collect and retain any proceeds therefrom.

Assignor expressly agrees to execute, acknowledge and deliver, such documents and other instruments as may be requested by Assignee to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 14 day of June, 2006.

KLINGER ADVANCED AESTHETICS,  
LLC

By: 

Name: Richard Dawson

Title: CEO/Chairman

Accepted and Agreed:  
KLINGER ADVANCED AESTHETICS, INC.

By: 

Name: Richard Dawson

Title: CEO/Chairman

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SCHEDULE A

US Trademarks Registrations

<u>Mark</u>	<u>Reg. No.</u>
GEORGETTE KLINGER	1076178
KLINGER	1104128
GEORGETTE KLINGER	1106942

Canadian Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>
GEORGETTE KLINGER	TMA353023