

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
KLINGER ADVANCED AESTHETICS, LLC		05/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GK ACQUISITION LLC
Street Address:	3 BUCKS MILL LANE
City:	HOLMDEL
State/Country:	NEW JERSEY
Postal Code:	07733
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2619069	REVIVACELL
Registration Number:	2749681	ACNE TEEN PLAN
Registration Number:	2508261	SKIN BOOSTER
Registration Number:	2542483	ESSENTIAL 9-STEP FACIAL
Registration Number:	2489314	
Registration Number:	2486270	
Registration Number:	2419965	INSTANT RADIANCE
Registration Number:	2632145	DAILY 15
Registration Number:	2426101	HERBAL ESSENTIALS
Registration Number:	2717662	PRIME TIME
Registration Number:	1121229	
Registration Number:	1400036	FIRMATIVE

CORRESPONDENCE DATA

900080274

**TRADEMARK
 REEL: 003568 FRAME: 0348**

CH \$315.00 2619069

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Vanessa A. Ignacio, Esq.
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Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	20616/28
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/
Date:	06/26/2007

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between **KLINGER ADVANCED AESTHETICS, LLC**, a Delaware limited liability company, **KLINGER ADVANCED AESTHETICS, INC.**, a Delaware corporation (with Klinger Advanced Aesthetics, LLC, "Assignors"), and **GK ACQUISITION LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignors wish to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Each of the Assignors hereby sell, grant, assign, transfer, and deliver to Assignee all of its rights, title and interests in and to the Assigned Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignors had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Assigned Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. This Trademark Assignment may be executed simultaneously 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.

4. Assignors and Assignee agree that post closing, the parties will use their best efforts to negotiate and enter into a mutually acceptable license agreement that will allow (i) Assignee the right to utilize the Klinger 360 System and certain other marks and (ii) Assignors the right to continue to use for a reasonable period of time the Klinger name in the various forms used immediately prior to the date of this Assignment on its Cosmedicine packaging, corporate and trade names, email and web sites.

Assignors hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 8th day of May, 2007.

KLINGER ADVANCED AESTHETICS, LLC

By: [Signature]
Name: Matthew Burris
Title: CEO

KLINGER ADVANCED AESTHETICS, INC.

By: [Signature]
Name: Matthew Burris
Title: CEO

STATE OF Connecticut
COUNTY OF Fairfield) Stamford, Ct.

On this 8th day of May, 2007, before me personally appeared Matthew Burris, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~she~~^{he} executed the same in ~~her~~^{his} authorized capacities, and that by ~~her~~^{his} signature on the instrument, the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature: Theresa Rotante]
NOTARY PUBLIC

My commission expires: 11/30/11

GK ACQUISITION LLC

By: [Signature: Angela K. Krivulka]
Angela K. Krivulka, Sole Member

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the ____ day of May, 2007.

KLINGER ADVANCED AESTHETICS, LLC

By: _____
Name:
Title

KLINGER ADVANCED AESTHETICS, INC.

By: _____
Name:
Title:

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of May, 2007, before me personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument, the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

My commission expires: _____

GK ACQUISITION LLC

By: *Angela K. Krivulka*
Angela K. Krivulka, Sole Member

SCHEDULE A

Trademarks

[To be attached]

**Schedule A
Trademarks**

Klinger Advanced Aesthetics, Inc.

U.S. Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Owner
K KLINGER ADVANCED AESTHETICS & Design	78/758,271	11/21/2005			Live / Pending	Klinger Advanced Aesthetics, Inc.
KLINGER ADVANCED AESTHETICS	78/676,288	07/22/2005			Live / Pending	Klinger Advanced Aesthetics, Inc.
THE PLACE OF POSSIBILITIES	78/655,732	06/22/2005			Live / Pending	Klinger Advanced Aesthetics, Inc.
GEORGETTE KLINGER	73/115,375	02/10/1977	1,106,942	11/28/1978	Live / Registered	Klinger Advanced Aesthetics, Inc.
KLINGER	73/115,373	02/10/1977	1,104,128	10/17/1978	Live / Registered	Klinger Advanced Aesthetics, Inc.
GEORGETTE KLINGER	73/115,371	02/10/1977	1,076,178	10/25/1977	Live / Registered	Klinger Advanced Aesthetics, Inc.

Klinger Advanced Aesthetics, Inc.

Foreign Trademarks

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Status	Owner/ History
KLINGER ADVANCED AESTHETICS & Design	European Union						Klinger Advanced Aesthetics, Inc.

Klinger Advanced Aesthetics, LLC

U.S. Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Owner/History
REVIVACELL	78/075,787	07/26/2001	2,619,069	09/10/2002	Live / Registered	Klinger Advanced Aesthetics, LLC
ACNE TEEN PLAN and Design	76/395,633	04/15/2002	2,749,681	08/12/2003	Live / Registered	Klinger Advanced Aesthetics, LLC
SKIN BOOSTER	76/097,353	07/26/2000	2,508,261	11/13/2001	Live / Registered on the Supplemental Register	Klinger Advanced Aesthetics, LLC
ESSENTIAL 9-STEP FACIAL	76/066,908	06/08/2000	2,542,483	02/26/2002	Live / Registered	Klinger Advanced Aesthetics, LLC
ADVANCED OXYGEN	76/065,770	06/08/2000	2,453,258	05/22/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
LINE SOLUTION	76/065,767	06/08/2000	2,453,257	05/22/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
SKIN PROTECTOR	76/065,765	06/08/2000	2,453,256	05/22/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
Design	75/932,516	03/01/2000	2,489,314	09/11/2001	Live / Registered	Klinger Advanced Aesthetics, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status	Owner/History
Design	75/932,515	03/01/2000	2,486,270	09/04/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
INSTANT RADIANCE	75/660,752	03/15/1999	2,419,965	01/09/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
DAILY 15	75/640,434	02/11/1999	2,632,145	10/08/2002	Live / Registered	Klinger Advanced Aesthetics, LLC
HERBAL ESSENTIALS	75/578,977	10/28/1998	2,426,101	02/06/2001	Live / Registered	Klinger Advanced Aesthetics, LLC
PRIME TIME	75/578,969	10/28/1998	2,717,662	05/20/2003	Live / Registered	Klinger Advanced Aesthetics, LLC
Design	73/166,525	04/17/1978	1,121,229	06/26/1979	Live / Registered	Klinger Advanced Aesthetics, LLC
FIRMATIVE	73/546,030	07/02/1985	1,400,036	07/08/1986	Live / Registered	Klinger Advanced Aesthetics, LLC
GEORGETTE	73/388,758	09/24/1982	1,284,858	07/10/1984	Dead / Cancelled	Klinger Advanced Aesthetics, LLC
GK	73/388,809	09/24/1982	1,284,859	07/10/1984	Dead / Cancelled	Klinger Advanced Aesthetics, LLC
KATHRYN	73/388,755	09/24/1982	1,286,713	07/24/1984	Dead / Cancelled	Klinger Advanced Aesthetics, LLC
KLINGER	73/388,754	09/24/1982	1,354,848	08/20/1985	Dead / Cancelled	Klinger Advanced Aesthetics, LLC