

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
AG Medical Group, Inc.		12/01/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Med Spa 360, LLC		
Street Address:	13245 Midland Rd.		
Internal Address:	Suite 100		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3231003	LUMINESSE MEDICAL SPA	
CORRESPONDENCE DATA			
Fax Number:	(619)696-1410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619.236.1551		
Email:	trademarks@higgslaw.com		
Correspondent Name:	Michael J. Hoisington, Esq.		
Address Line 1:	401 West A Street		
Address Line 2:	Suite 2600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	104427-00001		
NAME OF SUBMITTER:	Michael J. Hoisington, Esq.		
Signature:	/Michael J. Hoisington/		

CH \$40.00 3231003

Date:

06/27/2007

Total Attachments: 6

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TRADEMARK ASSIGNMENT

WHEREAS, AG MEDICAL GROUP, INC., with its principal place of business at 11617 Swan Lake Dr., San Diego, California, 92131 ("ASSIGNOR"), is the owner of:

LUMINESSE MEDICAL SPA, Reg. No. 3,231,003;
now registered in the United States Patent & Trademark Office;

WHEREAS, Med Spa 360, LLC, with its principal place of business at, 13245 Midland Rd, Suite 100, Poway, CA 92064, ("ASSIGNEE"), has succeeded to the business, assets and appurtenant goodwill of ASSIGNOR,

Now, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title, and interest in and to said trademark and said registration therefore, including all of the goodwill associated therewith, together with the exclusive rights to administer and exploit all rights in and to the trademarks, and including the right to secure renewals and extensions and of such trademarks throughout the world for the full term of said trademark and any renewal or extensions of same that are or may be granted throughout the world.

Attached as Exhibit A to this Assignment are relevant portions of the Asset Purchase Agreement under which the trademark LUMINESSE MEDICAL SPA was assigned. Attached as Exhibit B is the Bill Of Sale related to the Asset Purchase Agreement

AG MEDICAL GROUP, INC


Jim Amsberry, M.D., President

Dated effective as of the 1st day of December, 2006.

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of December 1, 2006 is entered into by and among AG Medical Group, Inc., a California Professional Corporation and James K. Amsberry, M.D. (collectively the "Seller"), and Med Spa 360, LLC, a California Limited Liability Company ("Buyer") and Richard Swoy ("Swoy"), an individual, with reference to the following:

Whereas, Seller conducts an aesthetic medical practice (the "Practice") located at 13245 Midland Road, Suite 100, Poway, California 92064 (the "Business").

Whereas, Seller desires to sell to Buyer, and Buyer wishes to acquire from Seller, certain assets of the Business.

NOW THEREFORE, the parties to this Agreement agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms have the following meanings:

1.1 "Consent" means any consent, approval, license, ratification, permission, waiver or authorization.

1.2 "Contract" means any written or oral contract or other agreement, license, obligation, promise or undertaking.

1.3 "Legal Requirement" means any law, statute, legislation, constitution, principle of common law, ordinance, code, edict, decree, rule, regulation, ruling, or decision of any governmental body and any judicial interpretation thereof.

1.4 "Person" means any individual or entity in any capacity, including a corporation, partnership, limited liability company, trust, estate, association, custodian and nominee.

2. **SALE OF ASSETS AND RELATED MATTERS.**

2.1 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth below, at the Closing (as defined below) Sellers shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all liens, claims and other encumbrances, and Buyer shall purchase from Sellers, all of the Seller's assets and rights that are used in or related to the Business as of the Closing Date or that are necessary or proper for the continued operation and performance of the Business, of every type, kind and description (collectively, the "Purchased Assets"). Without limiting the foregoing, the Purchased Assets shall include:

2.1.1 All usable office and medical supplies of the Business such as syringes, anesthetics and medications and other inventory of the Business;

2.1.2 All trade secrets and confidential information of the Business;

2.1.3 All goodwill, customer lists and marketing information relating to the Business;

2.1.4 All Contracts relating to the Purchased Assets;

2.1.5 The furniture, fixtures and equipment used in the Business, including the equipment described on Exhibit "A" FF &E attached hereto;

2.1.6 All trade names and other proprietary rights related to or used in the Business, including the name "Luminesse Medical Spa" and any other similar name;

2.1.7 All telephone numbers used in the Business and all telephone book listings of those phone numbers; and

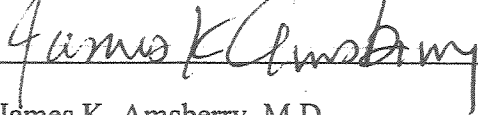
2.1.8 All books and records relating to the Purchased Assets provided, however, not including cash on hand, bank accounts, corporate entity and records thereof and any accounts receivable of Seller.

IN WITNESS WHEREOF, each party hereto has executed or caused this Agreement to be executed on its behalf, all on the day and year first above written.

"SELLER"

AG Medical Group, Inc.

a California Professional Corporation



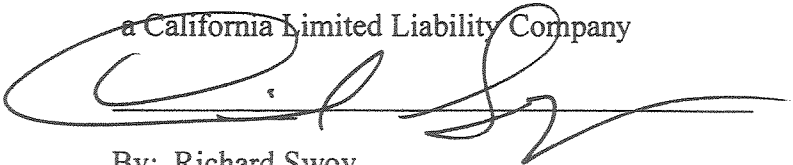
By: James K. Amsberry, M.D.

Its: President

"BUYER"

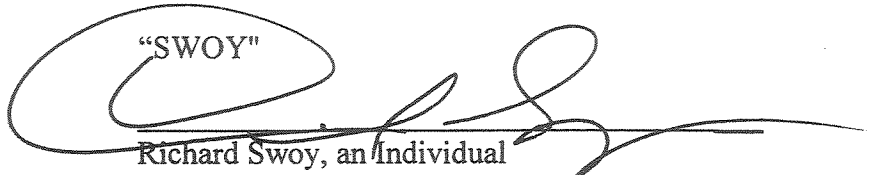
Med Spa 360, LLC

a California Limited Liability Company



By: Richard Swoy

Its: Member

"SWOY"


Richard Swoy, an Individual

EXHIBIT D

BILL OF SALE

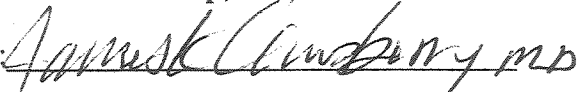
THIS BILL OF SALE (this "Instrument"), dated as of December 1, 2006 is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of December 1, 2006 (the "Asset Purchase Agreement"), by and AG Medical Group, Inc., a California Professional Corporation and James K. Amsberry, M.D.(the "Seller") and Med Spa 360, LLC (the "Buyer") and Richard Swoy.

Subject to the terms and conditions of the Asset Purchase Agreement and for the good and valuable consideration to the Seller in hand paid, in accordance with the provisions of the Asset Purchase Agreement, the Seller does hereby sell, convey, transfer, assign and deliver to the Purchaser all of its right, title and interest, respectively, in and to the Purchased Assets as more fully described in the Asset Purchase Agreement, and as specifically described on Exhibit "A", to have and to hold, unto the Buyer, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed as of the date first above written.

SELLER:

AG Medical Group, Inc,

By: 
James K. Amsberry, M.D., President

BUYER:

Med Spa 360, LLC

By: 
Managing Member