

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
Surgical Specialties Corporation		08/10/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CLEO Cosmetics and Pharmaceuticals Company LLC		
Street Address:	7006 Dorsam Way		
City:	Ambler		
State/Country:	PENNSYLVANIA		
Postal Code:	19002		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78615838	VIASOL	
Serial Number:	78766494	VIASOL	
CORRESPONDENCE DATA			
Fax Number:	(215)965-1210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-965-1348		
Email:	csmith@akingump.com		
Correspondent Name:	Laura A. Genovese		
Address Line 1:	2005 Market Street		
Address Line 2:	One Commerce Square, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	601285.0015		
NAME OF SUBMITTER:	Laura A. Genovese		
Signature:	/Laura A. Genovese/		

CH \$65.00 78615838

Date:

09/27/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Surgical Specialties Corporation (“ASSIGNOR”), a Delaware corporation having its principal place of business at 100 Dennis Drive, Reading, Pennsylvania 19606, is the current, sole and record owner of the trademarks set forth in Exhibit A, attached hereto (the “Trademarks”);

WHEREAS, CLEO Cosmetics and Pharmaceuticals Company LLC (“ASSIGNEE”), a Pennsylvania limited liability company having offices at 7006 Dorsam Way, Ambler, Pennsylvania 19002 desires to acquire all right, title and interest in and to the Trademarks as part of the transfer to ASSIGNEE of the assets to which the Trademarks pertain pursuant to the Termination Agreement between ASSIGNOR and ASSIGNEE dated July 27, 2007; and

WHEREAS, ASSIGNOR agrees to assign its rights to the Trademarks to ASSIGNEE as part of the transfer of the underlying related assets and ASSIGNEE agrees to accept ownership.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and any further consideration between the parties and any other agreements related hereto including for the sale of the underlying business assets to which the Trademarks pertain, the parties hereto agree as follows:

1. Assignment. ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all right, title, and interest in and to the Trademarks that it may have, together with the goodwill of the business symbolized by the Trademarks and the right to recover for past infringement of the Trademarks.

2. Survival. This Assignment and the obligations of the parties hereunder shall survive the closing of any other transactions or agreements between the parties and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

3. Governing Law and Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

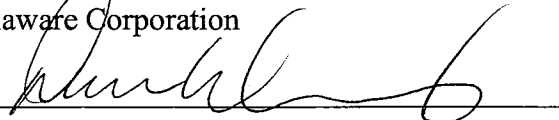
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be executed by one of its officers hereunto duly authorized effective as of the date set forth below.

ASSIGNOR:

SURGICAL SPECIALTIES CORPORATION,
a Delaware Corporation

By: _____



Name: David Phinney

Title: Secretary

Date: 10 August 2007

EXHIBIT A.

Mark	Jurisdiction	Application No.	Application Date
VIASOL	United States	78/615,838	April 25, 2005
VIASOL and Design	United States	78/766,494	December 5, 2005