

**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>   |
| Prep Cosmetics, Inc.             |  | 12/14/2007            | CORPORATION: ARIZONA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                      |
| <b>Name:</b>                     | Prep Cosmetics Group LLC   |                       |                      |
| <b>Street Address:</b>           | 265 Franklin Street  |                       |                      |
| <b>Internal Address:</b>         | c/o McCarter & English LLP   |                       |                      |
| <b>City:</b>                     | Boston   |                       |                      |
| <b>State/Country:</b>            | MASSACHUSETTS  |                       |                      |
| <b>Postal Code:</b>              | 02110  |                       |                      |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: MASSACHUSETTS   |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                      |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                      |
| <b>Serial Number:</b>            | 76662496   | PREP COSMETICS        |                      |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                      |
| <b>Fax Number:</b>               | (617)326-3105  |                       |                      |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                      |
| <b>Phone:</b>                    | 6174496587   |                       |                      |
| <b>Email:</b>                    | jkostrubanic@mccarter.com  |                       |                      |
| <b>Correspondent Name:</b>       | John A. Kostrubanic  |                       |                      |
| <b>Address Line 1:</b>           | 265 Franklin Street  |                       |                      |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02110  |                       |                      |
| <b>NAME OF SUBMITTER:</b>        | John Kostrubanic   |                       |                      |
| <b>Signature:</b>                | /john kostrubanic/   |                       |                      |
| <b>Date:</b>                     | 12/19/2007   |                       |                      |

Total Attachments: 5

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 14<sup>th</sup> day of December, 2007, by and between **Prep Cosmetics, Inc.**, an Arizona corporation ("Assignor"), and **Prep Cosmetics Group LLC**, a Massachusetts limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 30, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to convey to Assignee certain assets;

WHEREAS, the Acquired Assets include certain items of intellectual property; and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to (i) all right, title and interest in and to all copyrights, trade dress, know-how, trade secrets, trademarks, service marks, trade names, Internet domain names, and other similar proprietary rights, all registrations or applications for registration of the foregoing owned by Seller, including but not limited to those set forth on Schedule A hereto (the "Intellectual Property"), and (ii) all goodwill of the business associated with the Intellectual Property.

### ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:
  - (a) the Intellectual Property;
  - (b) the goodwill of the business associated with the Intellectual Property ; and
  - (c) all rights to sue for infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of the Intellectual Property that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.
  
2. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without reference to its choice of law rules.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

6. The terms of the Purchase Agreement are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

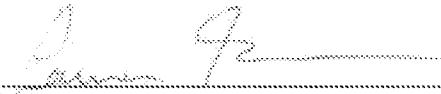
IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

*[Signatures on following page.]*

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

**ASSIGNOR:**

PREP COSMETICS, INC.

By: 

Print name: Lauren Frank

Title: President

**ASSIGNEE:**

PREP COSMETICS GROUP LLC

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNOR:**

PREP COSMETICS, INC.

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

PREP COSMETICS GROUP LLC



By: \_\_\_\_\_

Print name: Emily Kumbler

Title: President

SCHEDULE A

Registered Intellectual Property

Mark

Serial Number

PREP COSMETICS

76/662496

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**RECORDED: 12/19/2007**

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