

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
Medicalia International, Inc.		02/13/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Medicalia International, LLC		
Street Address:	300 Fentress Boulevard		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32114		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2688473	MEDI-CLEAR	
Registration Number:	2688474	MEDI-CONTROL	
Registration Number:	2688478	MEDI-HEAL	
Registration Number:	2700035	MEDI-PROTECT	
Registration Number:	2700036	MEDI-REFINE	
Registration Number:	2688476	MEDI-RENEW	
Registration Number:	2688475	MEDI-REPAIR	
Registration Number:	2688477	MEDI-SCULPT	
Registration Number:	2752171	MEDI-SOOTHE	
Registration Number:	2493580	MEDICALIA	
Registration Number:	2754249	SILICO-LIPID	
Registration Number:	2509695	MEDICALIA	
CORRESPONDENCE DATA			

OP \$315.00 2688473

Fax Number: (407)841-2343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 407-841-2330
Email: dsigalow@addmg.com
Correspondent Name: David L. Sigalow
Address Line 1: 255 South Orange Avenue
Address Line 2: Suite 1401
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	46768
NAME OF SUBMITTER:	David L. Sigalow
Signature:	/David L. Sigalow/
Date:	03/13/2008

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made effective as of February 13, 2008, between Medicalia International, Inc., a Florida corporation ("Assignor") and Medicalia International, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, including any and all trademark registrations and applications for the same, identified in Schedule 1 and all common law rights in same, together with the goodwill of the business symbolized by the trademarks;

WHEREAS, Assignee is desirous of acquiring all rights related to the Marks (as defined below) throughout the world and the registrations, applications and related rights for the same; and

WHEREAS, Assignor and Assignee, among others, are parties to that certain Contribution and Merger Agreement, dated as of February 13, 2008 (together with any amendments thereto, the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Purchased Assets" as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor hereby sells, assigns and transfers over to Assignee, the entire right, title and interest in and to all trademarks, service marks, trade dress, trade names, logos, slogans and other indicia of origin used, or in which the Assignor has a bona fide intent to use throughout the world, in connection with the conduct of the Business, as defined in the Agreement, to identify any product, service, business or company, and registrations and applications for registration (including expired and abandoned registrations and applications for registration) therefor and including, without limitation, (i) all common law rights, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of or symbolized by each such trademark, service mark, trade dress, trade name, logo, slogan or other indicium of origin (collectively, the "Marks"), the same to be held by Assignee, its successors, assigns and other legal representatives, with Assignee being the successor to the portion of the ongoing and existing business to which the trademarks pertain.

Assignor and Assignee, at another party's request and without further consideration, shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, including obtaining any necessary consents or approvals from, or making any necessary filings with, any domestic or foreign regulatory agencies, and execute, acknowledge and deliver such documents and other

papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment.

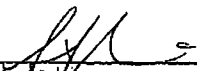
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this instrument shall be sufficient to bind a party hereto to the same extent as an original.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

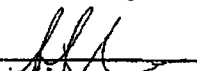
ASSIGNOR:

Medicalia International, Inc., a Florida corporation

By: 
Sylvie Hennessy
Secretary

ASSIGNEE:

Medicalia International, LLC, a Delaware limited liability company

By: 
Sylvie Hennessy
Executive Vice President

SCHEDULE 1

Mark	Registration No.
MEDI-CLEAR	2,688,473
MEDI-CONTROL	2,688,474
MEDI-HEAL	2,688,478
MEDI-PROTECT	2,700,035
MEDI-REFINE	2,700,036
MEDI-RENEW	2,688,476
MEDI-REPAIR	2,688,475
MEDI-SCULPT	2,688,477
MEDI-SOOTHE	2,752,171
MEDICALIA	2,493,580
SILICO-LIPID	2,754,249
MEDICALIA & Design	2,509,695

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