

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
Skyline IP, LLC		02/29/2008	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Dermstore LLC		
Street Address:	2301 Rosecrans Ave		
Internal Address:	Ste 4100		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245-4967		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2828064	DERMSTORE	
Registration Number:	3122009	DELIVERING BEAUTY	
Registration Number:	3122010	DELIVERING BEAUTY TO YOUR DOOR	
Registration Number:	3131102	GLOW	
CORRESPONDENCE DATA			
Fax Number:	(858)272-0221		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-272-0220		
Email:	jkim@ipla.com		
Correspondent Name:	John M. Kim		
Address Line 1:	1940 Garnet Ave		
Address Line 2:	Suite 230		
Address Line 4:	San Diego, CALIFORNIA 92109		
ATTORNEY DOCKET NUMBER:	SKYLINE/DERMSTORE ASSIGN		

OP \$115.00 2828064

900106006

TRADEMARK
REEL: 003773 FRAME: 0468

NAME OF SUBMITTER:	John M. Kim
Signature:	/John M. Kim/
Date:	05/07/2008
Total Attachments: 9 source=Dermstore TM Assignment#page1.tif source=Dermstore TM Assignment#page2.tif source=Dermstore TM Assignment#page3.tif source=Dermstore TM Assignment#page4.tif source=Dermstore TM Assignment#page5.tif source=Dermstore TM Assignment#page6.tif source=Dermstore TM Assignment#page7.tif source=Dermstore TM Assignment#page8.tif source=Dermstore TM Assignment#page9.tif	

**TRADEMARK
ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of February 29, 2008, by and between Skyline IP, LLC, a Nevada limited liability company ("Assignor") and Dermstore LLC., a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is a limited liability company organized under the laws of the State of Nevada, operates an ongoing and existing business, owns, has adopted, uses, intends to use and is using the service marks and/or trademarks identified in Exhibit A, attached hereto, and owns other transferable rights including, without limitation, the applications and registrations listed therein and the goodwill of the business associated therewith (collectively, the "Marks"), in the United States of America, and throughout the world;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 18, 2008 by and between Assignor, Assignee and Shastique, Inc., a California corporation (the "Purchase Agreement"), Assignor has agreed to bargain, sell, grant, convey, transfer and assign to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, contemporaneously with the execution of this Agreement, in accordance with the Purchase Agreement, Assignor is assigning to Assignee certain assets pursuant to that certain Bill of Sale dated February 29, 2008 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated February 29, 2008 (the "Assignment and Assumption Agreement", and collectively, with the Bill of Sale, the "Transfer Documents"), including all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

WHEREAS, the Purchase Agreement and those certain Transfer Documents contained confidential, proprietary, and/or trade secret information of Assignor and/or Assignee; and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Transfer Documents, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

NOW THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **ASSIGNMENT.** Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after the date hereof or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **MISCELLANEOUS.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

Assignor

SKYLINE IP, LLC

By: _____
Name: Craig Kraffert, M.D.
Title: Managing Member

Assignee

DERMSTORE LLC

By: Adam Goldenberg
Name: Adam Goldenberg
Title: CEO

State of California
County of

On February 26, 2008 before me, Rachel Jacovino, Notary Public, personally appeared Adam Goldenberg, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the agreement.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: 

Seal

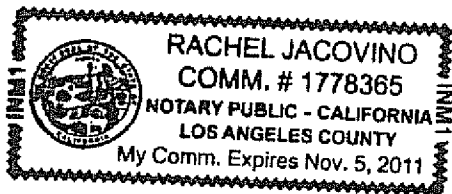


EXHIBIT A

Trademark Assets

<u>Trademark</u>	<u>Registered Owner</u>	<u>Live/Dead</u>	<u>US Trademark Registration Number</u>	<u>Registration Date</u>
Dermstore	Skyline IP, LLC	Live	2828064	3/30/04
Delivering Beauty	Skyline IP, LLC	Live	3122009	7/25/06
Delivering Beauty to your Door	Skyline IP, LLC	Live	3122010	7/25/06
Glow	Skyline IP, LLC	Live	3131102	8/15/06

TRADEMARK
ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of February 29, 2008, by and between Skyline IP, LLC, a Nevada limited liability company ("Assignor") and Dermstore LLC., a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is a limited liability company organized under the laws of the State of Nevada, operates an ongoing and existing business, owns, has adopted, uses, intends to use and is using the service marks and/or trademarks identified in Exhibit A, attached hereto, and owns other transferable rights including, without limitation, the applications and registrations listed therein and the goodwill of the business associated therewith (collectively, the "Marks"), in the United States of America, and throughout the world;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 18, 2008 by and between Assignor, Assignee and Shastique, Inc., a California corporation (the "Purchase Agreement"), Assignor has agreed to bargain, sell, grant, convey, transfer and assign to Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, contemporaneously with the execution of this Agreement, in accordance with the Purchase Agreement, Assignor is assigning to Assignee certain assets pursuant to that certain Bill of Sale dated February 29, 2008 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated February 29, 2008 (the "Assignment and Assumption Agreement", and collectively, with the Bill of Sale, the "Transfer Documents"), including all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

WHEREAS, the Purchase Agreement and those certain Transfer Documents contained confidential, proprietary, and/or trade secret information of Assignor and/or Assignee; and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Transfer Documents, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

NOW THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **ASSIGNMENT.** Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after the date hereof or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

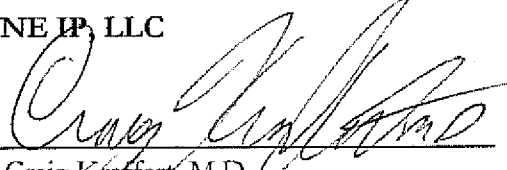
2. **MISCELLANEOUS.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

Assignor

SKYLINE IP, LLC

By:  _____

Name: Craig Kraffert, M.D.

Title: Managing Member

Assignee

DERMSTORE LLC

By: _____

Name: _____

Title: _____

State of California
County of Humboldt

On Feb. 25 2008, before me, Janine Sheesley, Notary Public, personally appeared Craig Kraffert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the agreement.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature:

Seal

