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
Thibiant International, Inc.		06/02/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Thibiant International, Inc.
Street Address:	449 N. Canon Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1574231	BEAUTY LIFT
Registration Number:	2102198	U.V. SUNSITIVE
Registration Number:	2547489	NEW RADIANCE
Registration Number:	2605112	REVITAL EYES
Registration Number:	2804680	MOISTURE PERFECT
Registration Number:	2666575	REAFFIRM
Registration Number:	2593050	HYDRATINT

OP $190.00 1574231

CORRESPONDENCE DATA

Fax Number: (617)439-3987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-439-4990
Email: mdickison@lawson-weitzen.com
Correspondent Name: J. Mark Dickison
Address Line 1: 88 Black Falcon Avenue
Address Line 2: Suite 345

Address Line 4:	Boston, MASSACHUSETTS 02210
NAME OF SUBMITTER:	J. Mark Dickison
Signature:	/J. Mark Dickison/
Date:	12/23/2008

Total Attachments: 11
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PROPRIETARY RIGHTS ASSIGNMENT

This PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 2nd day of June, 2008, is made and entered into by and between is made and entered into by and between Thibiant Beverly Hills, Inc., a California corporation, Thibiant International, Inc., a California corporation, Aida Thibiant, (collectively "Assignor"), and Thibiant Beverly Hills, LLC, a Delaware limited liability company ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (iii) the trade names, service marks, trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule C hereto (the "Trademarks") ((i)-(iii), including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof, collectively, the "Purchased Intellectual Property");

WHEREAS, certain trademarks of Thibiant Beverly Hills, Inc. were registered in the name of Thibiant International, Inc. as nominee for Thibiant Beverly Hills, Inc.;

WHEREAS, certain Trademarks include the words "Aida Thibiant";

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, Thibiant Beverly Hills, Inc., Aida Thibiant and Thibiant Beverly Hills, LLC entered into that certain Asset Purchase Agreement dated June 2, 2008 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Purchased Assets from Thibiant Beverly Hills, Inc, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor

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makes no warranties, express or implied, with respect to the Purchased Intellectual Property and the Domain Names.

3. Registrant Name Change Agreement. Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar and provided to Assignor by Purchaser for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) authorize Purchaser to submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

4. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law rules of such state.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative

ASSIGNOR
THIBIANT BEVERLY HILLS, INC.

By:_____
Aida Thibiant, President

THIBIANT INTERNATIONAL, INC.

By:_____
Patrick Thibiant, President

_____
Aida Thibiant

ASSIGNEE
THIBIANT BEVERLY HILLS LLC

By:_____
Herminio C. Llevat, Manager

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative

ASSIGNOR
THIBIANT BEVERLY HILLS, INC.

By:_____
Aida Thibiant, President

THIBIANT INTERNATIONAL, INC.

By:_____
Patrick Thibiant, President

_____
Aida Thibiant

ASSIGNEE
THIBIANT BEVERLY HILLS LLC

By:_____
Herminio C. Llevat, Manager

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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative

ASSIGNOR
THIBIANT BEVERLY HILLS, INC.

By:_____
Aida Thibiant, President

THIBIANT INTERNATIONAL, INC.

By:_____
Patrick Thibiant, President

_____
Aida Thibiant

ASSIGNEE
THIBIANT BEVERLY HILLS LLC

By:_____
Herminio C. Llevat, Manager

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SCHEDULE A - Patents

None

[End of Schedule A.]

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SCHEDULE B - Copyrights

Website and print advertisements.

[End of Schedule B.]

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SCHEDULE C – Trademarks

Thibiant Beverly Hills
Complex Organics
Beauty Lift
New Radiance
Next Generation Skin Care
Spa Essentials for the Body
Aida Thibiant Tahitian
Spa Essentials for the Hair
UV Sensitive

Cleansers:
- Calming Face Wash
- Silk Sense
- Puractive
- Lustrous

Toners:
- Calming Tonique
- Herbalance
- Clear Active

Daily Moisturizers:
- Vital Moisture SPF 8
- Moisture Perfect SPF 15
- Smart Defense SPF 15
- Matte Balance SPF 10
- Hydratint Light Beige
- Hydratint Tan

Night Creams:
- Nutrition
- Night Comfort
- Night Sense

Serums:
- Vitasource
- Cell Excel

Treatment Masks:

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Skinzyme
Matte Sense
Reaffirm
Opti Moisture

Eye Care:
Revital Eyes
Moisture Eyes
Gentle Clean

Specific Care:
Plumptuous
Drying Solution
Collagen Gel

New Radiance:
Optimum Synergy

Beauty Lift:
Moisture-Lift
Renewing Serum
Uplifting Eye

UV Sensitive:
Face SPF 30
Body SPF 25
Body SPF 12
Self Tanner
After Sun

Tahitian:
Tahitian Milk Bath
Shower Milk
Exfoliating Body Scrub
Extreme Moisture
Satin Finish Oil
Paradise Candle

Spa Essentials Body:
Conditioning Body Wash
Intensive Body Serum
Replenishing Body Cream
Sugar Scrub
Pearlized Bath Mousse

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Spa Essentials Hair:

- Replenishing Shampoo
- Daily Shampoo
- Shampoo/Conditioner
- Replenishing Conditioner
- Detangling Conditioner
- Sculpting Gel
- Rootlift
- Hairspray
- Hair Shine

Travel Kits:

- Thibiant Travel Kit
- Thibiant Starter Kit

[End of Schedule C.]

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SCHEDULE D – Domain Names

Country	Title
USA	Thibiantspa.com

[End of Schedule D.]