

**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>
GLOBAL VISION PRODUCTS, INC.		12/31/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KERATIN SOLUTIONS, INC.		
<b>Street Address:</b>	805 Third Avenue		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2718517	AVACOR	
Registration Number:	2719486	AVACOR	
Registration Number:	2885073	AVACOR PHYSICIANS FORMULATION	
Registration Number:	2870584	BOOST BY AVACOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(540)510-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	540.510.3046		
<b>Email:</b>	trademarks@leclairryan.com		
<b>Correspondent Name:</b>	Tara A. Branscom		
<b>Address Line 1:</b>	10 S. Jefferson Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Roanoke, VIRGINIA 24011		
<b>ATTORNEY DOCKET NUMBER:</b>	22320.0001		

CH \$115.00 2718517

NAME OF SUBMITTER:	Tara A. Branscom
Signature:	/Tara A. Branscom/
Date:	01/02/2009
<b>Total Attachments: 5</b> source=Keratin Solutions, Inc. - Assignment#page1.tif source=Keratin Solutions, Inc. - Assignment#page2.tif source=Keratin Solutions, Inc. - Assignment#page3.tif source=Keratin Solutions, Inc. - Assignment#page4.tif source=Keratin Solutions, Inc. - Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31st day of December, 2008 by GLOBAL VISION PRODUCTS, INC., a New York corporation ("Global Vision"), to KERATIN SOLUTIONS, INC., a New York corporation ("Keratin").

WHEREAS, Global Vision is the owner of the Trademarks identified and set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of December 31, 2008 by and between Global Vision and Keratin (the "Asset Purchase Agreement"), Global Vision has agreed to sell the aforesaid Trademarks to Keratin in connection with the sale of all of the assets of the business;

WHEREAS, Global Vision desires to assign, transfer, convey, grant and deliver all of Global Vision's right, title and interest in, to and under the Trademarks; and

WHEREAS, Keratin desires to acquire from Global Vision all of Global Vision's right, title and interest in, to and under said Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Global Vision hereby assigns, transfers, conveys, grants and delivers to Keratin all of its right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, including all registrations, applications and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Keratin's own use and enjoyment, and for the use and enjoyment of Keratin's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Global Vision if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Keratin's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Global Vision authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Keratin as assignee of the entire right, title and interest therein or otherwise as Keratin may direct, in accordance with this instrument of assignment, and to issue to Keratin all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

This assignment is subject to and in accordance with the provisions of the Asset Purchase Agreement. Global Vision agrees that it will, upon the reasonable request of Keratin, execute

and deliver, or cause to be executed or delivered, any and all documents provided by Keratin that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder. In the event that Keratin is unable to secure Global Vision's signature on any documents including, without limitation, assignments, applications or any other documents deemed necessary by Keratin, in its sole discretion, to carry out the purposes of this paragraph, Global Vision hereby irrevocably designates and appoints Keratin or its designee(s) as Global Vision's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Global Vision's behalf to execute, verify and file any such document.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

*This space is intentionally left blank.*

*The Signature Page immediately follows.*

Signature Page

IN WITNESS WHEREOF, Global Vision and the Keratin have caused this Assignment to be duly executed as of the date first above written.

**GLOBAL VISION:**  
GLOBAL VISION PRODUCTS, INC.

By: \_\_\_\_\_  
Name: Hobart Truesdell  
Title: Chapter 11 Trustee

STATE OF :  
: SS.  
COUNTY OF :

On this \_\_\_\_ day of December, 2008, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Global Vision Products, Inc.

\_\_\_\_\_  
Notary Public

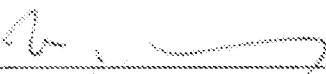
My Commission Expires: \_\_\_\_\_

**KERATIN:**  
KERATIN SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Martin S. Levine  
Title: President

STATE OF :  
: SS.  
COUNTY OF :

On this 30 day of December, 2008, before me appeared Martin S. Levine, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Keratin Solutions, Inc.

  
\_\_\_\_\_  
Notary Public

MICHAEL T. CONWAY  
Notary Public, State of New York  
No. 08005007207  
Qualified in New York County  
Commission Expires Oct. 27, 2009

My Commission Expires: \_\_\_\_\_

Signature Page

IN WITNESS WHEREOF, Global Vision and the Keratin have caused this Assignment to be duly executed as of the date first above written.

**GLOBAL VISION:**  
GLOBAL VISION PRODUCTS, INC.

By: [Signature]  
Name: Hobart Truesdell  
Title: Chapter 11 Trustee

STATE OF New York :  
: SS.  
COUNTY OF New York :

On this 21 day of December, 2008, before me appeared [Signature], the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Global Vision Products, Inc.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
KIMBERLY M UQUILLAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01U05153849  
Qualified in Bronx County  
My Commission Expires October 16, 2010

**KERATIN:**  
KERATIN SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Martin S. Levine  
Title: President

STATE OF \_\_\_\_\_ :  
: SS.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_ day of December, 2008, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Keratin Solutions, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
TRADEMARKS**

TRADEMARK	COUNTRY OF REGISTRATION	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE
AVACOR and Design	USA	2,718,517	76,214,188	May 27, 2003
AVACOR	USA	2,719,486	78,145,354	May 27, 2003
AVACOR PHYSICIANS FORMULATION	USA	2,885,073	78,145,366	Sept. 14, 2004
BOOST BY AVACOR	USA	2,870,584	78,209,137	Aug. 3, 2004
RESTORE BY AVACOR	USA	N/A	78,493,254	N/A
AVACOR	Canada	TMA613,635		June 25, 2019
AVACOR	European Community	002914505		Nov. 24, 2004
AVACOR	Hong Kong	200403545		Oct. 31, 2002
AVACOR	Republic of Korea	4005863230000		June 30, 2004
AVACOR	Mexico	988016		June 15, 2007

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