

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Body Chemistry Manufacturing, Inc.		05/21/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Colorescience		
<b>Street Address:</b>	24921 Dana Harbor Point Drive		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Dana Point		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92629		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2351697	COLORESCIENCE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)425-7952		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7137528652		
Email:	jHUDSON@CCJ-LAW.COM		
Correspondent Name:	James E. Hudson III		
Address Line 1:	1401 McKinney		
Address Line 2:	Suite 1700		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	015233-6		
NAME OF SUBMITTER:	James E. Hudson III		
Signature:	/James E. Hudson III/		

CH \$40.00 2351697

Date:

05/27/2009

Total Attachments: 2

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**TRADEMARK ASSIGNMENT AGREEMENT**

5/21/09 This Trademark Assignment Agreement (the "Agreement") dated as of  
by and between Body Chemistry Manufacturing, Inc., a Texas corporation,  
("Assignor"), and Colorescience, a California corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to  
the trademark attached hereto as Exhibit A (the "Trademark"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in  
and to the Trademark to Assignee, and Assignee desires to acquire the exclusive right,  
title and interest in and to the Trademark.

1. Assignor hereby assigns to the Assignee, its successors and assigns, all  
right, title and interest in and to the Trademark as Assignor may possess, together with  
the goodwill symbolized by the Trademark, all common law rights relating thereto, and  
all rights to bring action on and recover damages for past, present and future claims,  
demands and causes of action based thereon, if any.

2. This Agreement shall be binding upon Assignor's heirs, successors and  
assigns and will be for the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement  
effective as of the date above.

**ASSIGNOR**

Body Chemistry Manufacturing, Inc.

Signed: [Signature]

Name: Kenn Paul

Title: Secretary

**ASSIGNEE**

Colorescience

Signed: [Signature]

Name: Scott Blaine Case

Title: President CEO

EXHIBIT A

1. **Mark:** COLORESCIENCE  
**Owner Name:** Body Chemistry Manufacturing, Inc.  
**Registration No.:** 2351697  
**International Class:** 3  
**Filing Date:** April 27, 1999  
**Registration Date:** May 23, 2000