

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
StriVectin IP Holdings, LCC		07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	StriVectin Operating Company, Inc.		
Street Address:	599 West Putnam Ave		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2786448	KLEIN-BECKER USA	
Registration Number:	2851895	STRIADRIL	
Registration Number:	3175013	STRIVECTIN	
Registration Number:	3292055	STRIVECTIN-HC	
Registration Number:	3461442	STRIVECTIN-HS	
Registration Number:	3292056	STRIVECTIN-NE	
Registration Number:	2760414	STRIVECTIN--SD	
Registration Number:	3518643	SELF-HEATING NANOEXFOLIANT FOR THE HANDS	
Registration Number:	3442017	STRIVAXIL	
Registration Number:	3292057	THERMAL NANOBRASIVE	
Registration Number:	3570912	ULTRA CONCENTRATE CREAM FOR THE HANDS.	
Serial Number:	77751506	STRIVECTIN (DDF) PHASE2 DERMAL DEFENSE FACTOR	
Serial Number:	77653244	STRIVECTIN INSTANT FACIAL SCULPTING CREAM	

OP \$390.00 2786448

Serial Number:	77467134	STRIVECTIN-WF
Serial Number:	77728295	STRIVECTIN NECK CREAM

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: ip@wyrick.com
Correspondent Name: Christopher L. Sorey
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	017661.043
NAME OF SUBMITTER:	Christopher L. Sorey
Signature:	/CLS/
Date:	08/03/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 10, 2009, between Strivectin IP Holdings, LLC (the "Contributor") and StriVectin Operating Company, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Contribution Agreement dated as of June 2, 2009, among StriVectin Holdings, LLC, a Delaware limited liability company ("Holdings"), the Company, the Contributor and the other Contributing Parties named therein (the "Contribution Agreement").

RECITALS

WHEREAS, pursuant to the Contribution Agreement the Contributor has agreed to contribute and the Company has agreed to acquire the Contributed Assets at the Closing;

WHEREAS, the Contributor owns the registered trademarks set forth opposite its name on Exhibit A hereto (the "Contributed Trademarks"); and

WHEREAS, pursuant to the Contribution Agreement, the Contributor desires hereby to provide for the assignment of all of the Contributor's right, title and interest in and to the Contributed Trademarks to the Company.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained in this Assignment and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Contributor hereby assigns, sells, transfers and sets over unto the Company, its successors and assigns forever, any and all of the Contributor's right, title and interest in and to all of the Contributed Trademarks, including the goodwill associated therewith and symbolized thereby, all rights of the Contributor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Contributed Trademarks, including the right to bring an action for past, present and future infringement, dilution, misappropriation, or misuse, all rights to recover damages, profits and injunctive relief with respect thereto, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action and claims (either in law or in equity) for past, present and future infringement, dilution, misappropriation, or misuse, of the Contributed Trademarks, the same to be held by the Company for the Company's own use and enjoyment, and for the use and enjoyment of the Company's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Contributor if this Assignment had not been made.

2. The Contributor hereby covenants with the Company and the successors and assigns of the Company that, from time to time after the date hereof, the Contributor will promptly execute, acknowledge and deliver to the Company any and all such instruments of sale, transfer, conveyance, assignment, powers of attorney and other instruments as may reasonably be requested by the Company in order to vest in the Company all of the Contributor's right, title

and interest in and to the Contributed Trademarks, to facilitate the Company's enjoyment and enforcement of the Contributed Trademarks and the related rights and causes of action assigned hereby and to carry out the purpose and intent of this Assignment.

3. Nothing in this Assignment shall alter any liability or obligation of any of the Contributing Parties, the Company or Holdings arising under the Contribution Agreement.

4. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective executors, heirs, legal representations, successors and permitted assigns.

5. At the option of the Contributor, this Assignment may be enforced in any federal court or state court sitting in Salt Lake City, Utah; and the Company consents and submits to the jurisdiction and venue of any such court and waives any argument that venue in such forums is not convenient. In the event that the Company commences any action in another jurisdiction or venue under any tort, contract or other theory arising directly or indirectly from the relationship created by this Assignment, the Contributor at their option shall be entitled to have the case transferred to one of the jurisdictions and venues above described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice, with the Company being free to file such action in one of the above-listed venues without waiver of any rights.

6. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be construed and enforced in accordance with and governed by the internal Laws of the State of Delaware, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. 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 instrument.

8. This Assignment may be executed by facsimile signature or by PDF and a facsimile signature or PDF shall constitute an original for all purposes.

[Remainder of page intentionally left blank.]

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

STRIVECTIN IP HOLDINGS, LLC

By:

By: 

Title:

Manager

[Signature Page to Trademark Assignment]

STRIVECTIN OPERATING COMPANY, INC.

By: 

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004036 FRAME: 0490

EXHIBIT A

Trademarks

Mark	Application/ Registration Number	Owner	Country
KLEIN-BECKER USA	2,786,448		United States
STRIADRIL	2,851,895		United States
STRIVECTIN	3,175,013		United States
STRIVECTIN (DDF) PHASE 2 DERMAL DEFENSE FACTOR	77/751,506		United States
STRIVECTIN-HC	3,292,055		United States
STRIVECTIN-HS	3,461,442		United States
Strivectin Instant Facial Sculpting Cream	77/653,244		United States
STRIVECTIN-NE	3,292,056		United States
STRIVECTIN--SD	2,760,414		United States
STRIVECTIN-WF	77/467,134		United States
SELF-HEATING NANOEXFOLIANT FOR THE HANDS	3,518,643		United States
STRIVAXIL	3,442,017		United States
THERMAL NANOBRASIVE	3,292,057		United States
ULTRA CONCENTRATE CREAM FOR THE HANDS	3,570,912		United States
StriVectin Neck Cream	77/728,295		United States