

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
KERATIN SOLUTIONS, INC.		01/05/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	AVACOR PRODUCTS, LLC
Street Address:	227 East 56th Street
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2718517	AVACOR
Registration Number:	2719486	AVACOR
Registration Number:	2885073	AVACOR PHYSICIANS FORMULATION
Registration Number:	2870584	BOOST BY AVACOR
Serial Number:	78493254	RESTORE BY AVACOR

CORRESPONDENCE DATA

Fax Number: (540)510-3050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 540-510-3046
 Email: trademarks@leclairryan.com
 Correspondent Name: Tara A. Branscom
 Address Line 1: 10 S. Jefferson Street
 Address Line 2: Suite 1800
 Address Line 4: Roanoke, VIRGINIA 24011

900146439

**TRADEMARK
 REEL: 004087 FRAME: 0156**

CH \$140.00 2718517

ATTORNEY DOCKET NUMBER:	22320.0002
NAME OF SUBMITTER:	Tara A. Branscom
Signature:	/Tara A. Branscom/
Date:	10/29/2009

Total Attachments: 11

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION is made as of the 5th day of January, 2009, by and between KERATIN SOLUTIONS, INC., a New York corporation ("Keratin"), and AVACOR PRODUCTS, LLC., a New York limited liability company ("Avacor").

Recitals

A. Keratin is engaged in the business of selling hair re-growth products under the brand name AVACOR directly to consumers (the "Business").

B. The parties hereto intend that Keratin hereby transfers to Avacor certain of the assets used by Keratin in the Business, in exchange for all of the capital interests in Avacor and the assumption of certain liabilities by Avacor.

NOW THEREFORE, in consideration of the actions set forth herein, and with the intent to be legally bound hereby, the parties hereby set forth the following:

Keratin hereby sells, transfers and assigns to Avacor and its successors and assigns, all of Keratin's rights, title and interests in and to all of the assets of the Business owned by Keratin (the "Assets"), including, but not limited to all of the assets acquired by Keratin pursuant to:

- (i) the Asset Purchase Agreement (the "Asset Purchase Agreement") made December 22, 2008 by and between Keratin and Global Vision Products, Inc. ("Global"), as amended;
- (ii) The Assignment and Assumption Agreement (the "Assignment and Assumption") executed and delivered as of December 31, 2008, by and between Keratin and Global; and
- (iii) the Trademark Assignment executed and delivered as of December 31, 2008, by and Global to Keratin;

which include but are not limited to:

- (a) all corporate and trade names and trademarks, used by Global in the Business, including, but not limited to, the AvacorTM brand name;
- (b) all rights and privileges under current agreements with customers of Global in the Business;
- (c) all rights and privileges under current agreements with vendors;
- (d) all computer hardware and, to the extent transferrable, software, including databases;
- (e) the telephone and fax numbers used by Global in the Business;
- (f) all accounts receivable generated in the Business;
- (g) all furniture and fixtures;
- (h) all inventory and supplies;
- (i) all marketing materials, including but not limited to, written materials and signage;
- (j) all customer lists, files, records, and contracts;
- (k) all e-mail addresses and websites, including domain names and registrations, used by Global in the Business;
- (l) all goodwill of Seller associated with the Business;

- (m) all prepaid advertising;
- (n) all work in progress;
- (o) the abbreviated new drug application for Minoxidil 5% filed with the U.S. Food and Drug Administration (ANDA # 75-619) and all technology rights, intellectual property rights, license agreement and any and all other rights associated with that ANDA;
- (p) two hundred (200) shares of the capital stock of Rexon NYC, Inc., a New York corporation, as well as the books and records of Rexon NYC, Inc.;
- (q) two hundred (200) shares of the capital stock of Millbrook Equities, Inc., a New York corporation;
- (r) all rights and benefits under the contracts identified in Schedule A attached hereto and incorporated herein; and
- (q) all other assets used in the Business.

AVACOR HEREBY ACKNOWLEDGES AND AGREES THAT, KERATIN MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, KERATIN HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS.

AVACOR ACCEPTS THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

In consideration for Keratin's transfer of the Assets to Avacor, Avacor hereby issues to Keratin all capital interests and ownership rights in Avacor.

Limited Assumption of Liabilities: Keratin hereby transfers to Avacor, and Avacor hereby assumes, all liabilities of Keratin described in Schedule B attached hereto and incorporated herein. Except as set forth in the immediately preceding sentence, Avacor shall not assume, in any way become liable for, or responsible for any claims, law suits, liabilities, obligations, or debts of Keratin, including without limitation, accounts payable, employment or other taxes, accrued wages, salary, and accrued fringe benefits of Keratin's employees, or any other obligation or liability of Keratin to pay money or provide goods or services whatsoever.

[Continued on Next Page]

In Witness Whereof, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives as of the date first above written.

KERATIN SOLUTIONS, INC.

AVACOR PRODUCTS, LLC

By 
Name: Martin Levine
Title: President

By 
Name: Martin Levine
Title: Manager

STATE OF NEW YORK }
} ss.:
COUNTY OF NEW YORK }

On the _____ day of _____ in the year 2009, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared MARTIN LEVINE, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

STATE OF NEW YORK }
} ss.:
COUNTY OF NEW YORK }

On the _____ day of _____ in the year 2009, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

**SCHEDULE A
Contracts**

<u>Purpose</u>	<u>Counterparty</u>
Lease for premises at 50 Dey Street, Jersey City, NJ	ACC Towers IA LLC 400 Bmome Street New York, NY ~00~3
Lease for NICE recorder for Voice mail system	Avaya Financial Services PO Box 550599 Jacksonville, FL 32255-0599 Acct no. X1058280
Lease for postage meter	Pitney Bowes Financial Services PO. Box 856460 Louisville, KY 40285-6460 Acct. Nos.: 6370374-7910590
License Agreement between Global Vision Products, Inc. and Rexon NYC, Inc.	Rexon NYC, Inc. 227 East 56 th Street New York, NY 10022

SCHEDULE B
Assumed Liabilities

CONTRACTS

<u>Purpose</u>	<u>Counterparty</u>
Lease for premises at 50 Dey Street, Jersey City, NJ	ACC Towers IA LLC 400 Broome Street New York, NY 10013
Lease for NICE recorder for Voice mail system	Avaya Financial Services PO Box 550599 Jacksonville, FL 32255-0599 Acct no. X1058280
Lease for postage meter	Pitney Bowes Financial Services PO. Box 856460 Louisville, KY 40285-6460 Acct. Nos.: 6370374-7910590
License Agreement between Global Vision Products, Inc. and Rexon NYC, Inc.	Rexon NYC, Inc. 227 East 56 th Street New York, NY 10022

ACCOUNTS PAYABLE

The accounts payable of Global Vision Products, Inc. incurred in the Business in the ordinary course after August 17, 2007, as of December 31, 2008, excluding any accrued rent owed by Global Vision Products, Inc. (hereafter the "Accounts Payable"). The Accounts Payable as of November 2008 are not to exceed \$50,000.

* Accounts Payable to Life Script shall only be assumed to the extent that such amounts constitute "Accounts Payable" as defined above.

SEE ATTACHED TRADEMARK ASSIGNMENT
DATED DECEMBER 31, 2008
FROM GLOBAL VISION PRODUCTS, INC.
TO KERATIN SOLUTIONS, INC.

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

My Commission Expires: _____

MICHAEL T. CONWAY
Notary Public, State of New York
No. 02005067207
Qualified in New York County
Commission Expires Oct. 27, 2011

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 _____ :
: SS.
COUNTY OF _____ :

On this 11 day of December, 2008, before me appeared Hobart Truesdell, 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. 01UQ6153849
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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