

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
GentleWaves LLC		01/08/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	L'Oreal USA, Inc.		
Street Address:	575 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2388379	GENTLE WAVES	
Registration Number:	3265989	GENTLE WAVES	
Registration Number:	3265990	GENTLE WAVES	
Registration Number:	3214073	GENTLE WAVES	
Registration Number:	3214074	GENTLE WAVES	
Registration Number:	2795819	PHOTOMODULATION	
Registration Number:	2778341	LIGHT BIOSCIENCE	
Registration Number:	2782603	LIGHT BIOSCIENCE	
Registration Number:	3231153	LIGHT BIOSCIENCE	
Registration Number:	3432729	LIGHT BIOSCIENCE	
CORRESPONDENCE DATA			
Fax Number:	(212)984-5082		

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-984-4177
Email: lgigliotti@us.loreal.com
Correspondent Name: Lisa M. Gigliotti
Address Line 1: 575 Fifth Avenue, Floor 34
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	GENTLEWAVES
NAME OF SUBMITTER:	Lisa M. Gigliotti
Signature:	/Lisa M. Gigliotti/
Date:	01/13/2010

Total Attachments: 4
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This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into, as of January 8, 2010, is made and executed by GentleWaves LLC, a limited liability company organized under the law of the State of North Carolina ("Assignor") in favor of L'Oréal USA, Inc., a corporation organized under laws of the State of Delaware ("Assignee") (each a "Party", and collectively, the "Parties") in connection with the transactions contemplated under that certain Sale and Purchase Agreement, dated as of January 7, 2010 (the "Sale and Purchase Agreement") between the Parties:

1. Assignment and Transfer. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, for Assignee's (and its successors' and assigns') sole and exclusive possession, use and enjoyment, all of Gentlewaves' right, title and interest in and to, free and clear of any and all liens, licenses, restrictions, security interests, claims, mortgages and other encumbrances of any type, the names and marks "Gentlewaves", "Gentle Waves", "light bioscience", "photomodulation" and "photobiomodulation," all stylized logos and designs used in connection therewith, including the trademark registrations and applications identified on Exhibit A attached hereto, together with all trademark, service mark, trade name, trade dress and similar rights therein, and all of the goodwill associated therewith (the "Assigned Marks"), together with any and all foreign counterparts, renewals and extensions thereof, all common law rights therein, all goodwill associated therewith, all rights in the foregoing provided by applicable law, international treaties and conventions, and all rights to sue for and collect and obtain injunctive or other equitable relief for past, present and future infringement, dilution, violation, impairment or unfair competition with any of the foregoing.

2. Sale and Purchase Agreement. This Assignment shall be subject to the terms and conditions set forth in the Sale and Purchase Agreement, and shall incorporate all of the terms and conditions set forth therein. In the event of any conflict between this Assignment and the Sale and Purchase Agreement, the terms and conditions of the Sale and Purchase Agreement shall prevail.

3. Request. Assignor hereby authorizes and requests the Commissioner of Trademarks and any official of any state or foreign country whose duty it is to issue trademark registrations, to issue all trademark registrations from any trademark applications included in the Assigned Marks to Assignee.

[Signature page and Exhibit follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above in favor of Assignee.

GENTLEWAVES LLC

By: Anthony Hayes
Name: Anthony Hayes
Title: President

State of South Carolina)
County of Richland

On January 7, 2010, before me, Linda W. Wilson, Notary Public, personally appeared Anthony Hayes, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Linda W. Wilson
Linda W. Wilson
Notary Public for South Carolina
Commission Expires: 4-3-2016

EXHIBIT A
TRADEMARKS

See attached.

TRADEMARK REGISTRATIONS

United States	2,388,379	GENTLE WAVES	
United States	3,265,969	GENTLE WAVES	
United States	3,265,960	GENTLE WAVES	
United States	3,214,073	<i>gentle waves</i>	
United States	3,214,074	<i>gentle waves</i>	
United States	2,786,819	PHOTOMODULATION	
United States	2,778,341	LIGHT BIOSCIENCE	Pending cancellation
United States	2,782,603	LIGHT BIOSCIENCE	Pending cancellation
United States	3,231,153	LIGHT ●●●●● BIOSCIENCE	
United States	3,432,729	LIGHT ●●●●● BIOSCIENCE	