

**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>
Sovereign Bank		01/08/2010	Federal savings bank: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Castle and Bishop Financial Services, Inc.		
<b>Street Address:</b>	301 North Harrison Street, Suite 13		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77000197	BE FINE FOOD SKIN CARE	
<b>Registration Number:</b>	3419598	EYE BLOSSOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(781)235-2333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7812374400		
<b>Email:</b>	cgugger@slwllp.com		
<b>Correspondent Name:</b>	Craig R. Gugger		
<b>Address Line 1:</b>	20 William Street		
<b>Address Line 2:</b>	Suite 130		
<b>Address Line 4:</b>	Wellesley, MASSACHUSETTS 02481		
<b>NAME OF SUBMITTER:</b>	Craig R. Gugger		
<b>Signature:</b>	/Craig R. Gugger/		
<b>Date:</b>	03/17/2010		

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Total Attachments: 6

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## SECURED PARTY BILL OF SALE

1. SALE OF ASSETS. Sovereign Bank, a federal savings bank, with a usual place of business at 75 State Street, Boston, Suffolk County, Massachusetts (hereinafter called the "**Seller**"), in consideration of the payment of \$350,000.00 of Castle and Bishop Financial Services, Inc., 301 North Harrison Street, Suite 13, Princeton, New Jersey, 08540 (hereinafter called the "**Buyer**"), does hereby grant, sell, assign and deliver unto the Buyer any and all of the right, title and interest of Be.Products Co., LLC (hereinafter called the "**Debtor**"), but only so far as the same may exist and only as to which the Seller may have any rights under that certain Security Agreement by and between the Seller and the Debtor dated October 18, 2006 (the "Security Agreement"), and specifically the assets as set forth on Exhibit "A" annexed hereto and made a part hereof (the "**Property**").

2. PURCHASE PRICE. The purchase price for the Property is **Three Hundred Fifty Thousand Dollars (\$350,000.00)**, paid to Seller, receipt of which is hereby acknowledged (the "Purchase Price").

3. SELLER'S REPRESENTATIONS. The Seller represents as follows:

3.1 The Seller is the holder of a valid and perfected security interest in and to the Property.

3.2 The Debtor is in default of its obligations to the Seller.

3.3 The Seller has the right to transfer the Property to the Buyer under the terms of the Security Agreement, and under all other loan or security documents given by the Debtor to the Seller, and under applicable law.

a. The transfer set forth herein will result in the transfer of the Seller's and the Debtor's rights in the Property to the Buyer.

3.4 The Seller has complied with applicable law including but not limited to the requirements of Article 9 of the Uniform Commercial Code as in effect in all applicable jurisdictions, including, without limitation, Section 9-610 of the General Laws of the Commonwealth of Massachusetts, and the method, manner, time, place and terms of the sale are commercially reasonable and that

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it has afforded reasonable notification of the sale contemplated herein to the Debtor and all parties entitled to such notification.

4. EXCLUSION OF WARRANTIES. Notwithstanding anything contrary set forth in this agreement, the Seller makes no warranties relating to title, possession, quiet enjoyment or the like in this sale, and the Seller specifically excludes and disclaims all such warranties. The Property is in a used condition, having been repossessed by the Seller in the exercise of its rights under the Security Agreement. The Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, the Property. Without limiting the generality of the foregoing exclusion of warranties:

4.1 Except as hereinbefore provided in section 3 of this agreement, in connection with this sale, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, AS TO THE EXISTENCE OR EXTENT OF THE ITEMS HEREIN SOLD, THE VALIDITY OF THE TITLE OF THE DEBTOR TO ANY OF SAID ITEMS OR THAT ANY OF THE PROPERTY IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

4.2 This sale is being made AS IS, WHERE IS, WHAT IS. Seller makes no representations or warranties as to the quality or quantity of the assets being conveyed hereunder. Buyer acknowledges that it has made a full inspection of the items purchased.

4.3 Any and all storage charges and all transportation and shipping charges with respect to the Property shall be borne by the Buyer. The Buyer shall, in addition to the other amounts payable hereunder, pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the purchase of the Property, other than taxes charged upon or by reference to the overall net income or profits of the Seller.

5. INTEGRATION. This is a final and exclusive expression of the agreement of the Seller and the Buyer, and no course of the dealing or usage of trade or

course of performance shall be relevant to explain or supplement any terms expressed in this agreement.

6. OTHER AGREEMENTS.

6.1 Simultaneously with the execution and delivery hereof, the Buyer hereby accepts and agrees to all of the terms contained in the above Secured Party Bill of Sale.

6.2 Simultaneously with the execution and delivery hereof, the Buyer shall furnish the Seller with Three Hundred Fifty Thousand Dollars (\$350,000.00).

6.3 This Secured Party Bill of Sale may be executed by facsimile and in any number of counterparts, and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument, and shall be binding upon and inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

6.4 FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency whereof is hereby acknowledged Castle and Bishop Financial Services, Inc. (the "Releasor") does hereby remise, release and forever discharge Sovereign Bank from all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions and liabilities and any and all other claims of every kind, nature and description whatsoever, both in LAW and EQUITY, which against the said Sovereign Bank or its successors or assigns the Releasor now has or ever had from the beginning of the world to this date. This release does not apply to a breach under the terms of this secured party bill of sale.

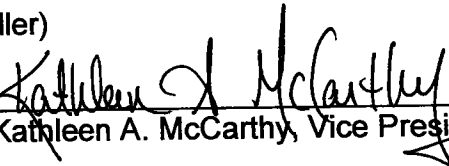
6.5 Upon payment, via wire transfer of good funds, of the aggregate amount equal to the Purchase Price, the Seller authorizes the Buyer, at the sole cost and expense of the Buyer, to file terminations of financing statements relative to the Property.

6.6 The Buyer and the Seller agree to cooperate in completing this secured party sale, including but not limited to, the execution and delivery of

further instruments or documents as may reasonably be requested to further the purpose of this secured party sale including, but not limited to, documents or instruments reasonably necessary to terminate all liens and security interest in the Property existing in favor of the Seller or to effectuate a secured party sale to transfer the Property to the Buyer at the sole cost and expense of the Buyer.

IN WITNESS WHEREOF, the said Sovereign Bank and the said Castle and Bishop Financial Services, Inc. have hereunto caused this document to be executed on this \_\_\_\_\_ day of January, 2010.

**SOVEREIGN BANK**  
(Seller)

By:   
Kathleen A. McCarthy, Vice President

**CASTLE AND BISHOP FINANCIAL SERVICES, INC.**  
(Buyer)

By:   
Norman Silverstein, President

State of New Jersey

\_\_\_\_\_, SS. January 8, 2010

On this \_\_\_\_\_ day of January 8, 2010 before me, the undersigned notary public, personally appeared Norman Silverstein, President, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

  
Notary public  
My commission expires:

**MERCEDES CASTELLANOS**  
ID # 2376624  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/8/2013

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

January 12, 2010

On this 12<sup>th</sup> day of January, 2010, before me, the undersigned notary public, personally appeared Kathleen A. McCarthy, Vice President of Sovereign Bank who proved to me through satisfactory evidence of identification, which were known to be the person(s) whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Diane R. Tritto

Notary public

My commission expires: 7-27-2012

**Exhibit "A"**

a.) Tangibles and general intangibles, inclusive of customer lists, trade names, trade marks, corporate name, goods, patents, copyrights, leases, goodwill, contract rights, software, licenses, records, promotions, and other operational items.

b.) Machinery, equipment, tools, fixtures, and furniture.

c.) Inventory inclusive of raw materials, work-in-process and finished merchandise.