

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Advanced Aesthetics LLC		10/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Costru Company LLC		
Doing Business As:	DBA Cosmedicine		
Street Address:	40 Wall Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3610317	COSMEDICINE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)457-6315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-457-6000		
Email:	kagee@pattonboggs.com, dlodge@pattonboggs.com		
Correspondent Name:	Deborah M. Lodge		
Address Line 1:	2550 M STREET NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	028694.0101		
NAME OF SUBMITTER:	Deborah M. Lodge		
Signature:	/Deborah M. Lodge/		

OP \$40.00 3610317

Date:

03/25/2010

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of this 1 day of October, 2009 ("Effective Date") by ADVANCED AESTHETICS, LLC, a Delaware limited liability company ("Assignor") to COSTRU COMPANY, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of certain trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, arising under the laws of the United States, any State or any other country or political subdivision thereof, whether registered, unregistered or at common law, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefore, in the United States Patent and Trademark Office, in any similar office or agency of the United States, any State, and any other country or political subdivision, including but not limited to the registrations, applications and common law trademarks listed on the Schedule A attached hereto, which may be updated or amended by either party at any time after the Effective Date upon the discovery of additional trademark registrations or applications owned by Assignor as of the Effective Date that are not listed on Schedule A as of that date (collectively, the "Trademarks");

WHEREAS, the Assignor has entered into financing arrangements (the "Loans") with certain lenders (the "Secured Parties") secured, in part, by a security interest granted by the Assignor to the Secured Parties in the Trademarks;

WHEREAS, the Assignor has defaulted on its obligations to the Secured Parties in connection with the Loans and pursuant to and in exercise of the rights of a secured party under the Uniform Commercial Code as enacted in the State of New York, a public sale of substantially all of the assets of the Assignor was conducted (the "Sale");

WHEREAS, the Assignee, as the nominee of the Secured Parties and the successful bidder at the Sale, acquired title to the Assignor's assets and, in accordance with the terms of the Sale, the Assignor is assigning all of its right, title and interest in and to the Trademarks to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor does hereby assign to the Assignee all of Assignor's right, title and interest in, to and under said Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; together with all causes of action the Assignor may have for the infringement of such Trademarks, including all rights the Assignor has to sue and collect damages and payments for claims of past or future infringements of the Trademarks (the "Infringement Claims"), except to the extent

any such Infringement Claims expressly arise out of one or more of the litigation proceedings identified on Exhibit A hereto.

2. Assignor also assigns all of its right, title and interest in and to the trademarks of Assignor in all foreign countries, and all applications or registrations therefor and which may evolve therefrom, including the right to claim priority under international law.

3. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in all jurisdictions worldwide, to record the title of the Assignee as owner of all right, title, and interest in and to the Trademarks. Upon the Assignee's request, the Assignor shall communicate to the Assignee any facts relating to the Trademarks and the history thereof known to the Assignor (in each case to the extent such facts are readily available to Assignor without incurring material expense) and shall assist the Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Trademarks and other corresponding rights in the Assignee.

4. The Assignor represents and warrants that to the actual knowledge of Assignor: (a) the Trademarks are being assigned to Assignee free and clear of any and all liens and/or other encumbrances consensually created by Assignor, other than those, if any, which are not discharged as a matter of law in connection with a disposition of the Trademarks by the Secured Parties to Assignee at the Sale, and (b) since the date of the most recent Uniform Commercial Code financing statement searches conducted by Secured Parties against Assignor, Assignor has not transferred or otherwise consensually encumbered the rights being assigned hereunder.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignor and the Assignee.

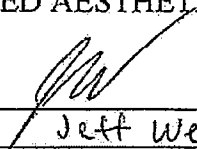
7. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.


ASSIGNOR:

ADVANCED AESTHETICS, LLC

By:   
Name: Jeff Weisfeld  
Title: CFO

ACCEPTED AND AGREED:

COSTRU COMPANY, LLC

By:   
Name: Larry Nusbaum  
Title: CEO

Date: 3-11-10, 2009

**SCHEDULE A**

**TRADEMARKS**

Trademark	Status	International Class(es)	Last Reported Owner	Serial/Application Number	Registration Number	Agent Information	Application Date	Entered Register	Status According to National PTO
COSMEDICINE	Pending for Opposition Statement of Use - Registration Review Complete Intent to Use	3 (Cosmetics & Preparations) 5 (Pharmaceuticals)	ADVANCED AESTHETICS, LLC	78-515,079	No registration number for this record	KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, C/O TM DKT PEACHTREE ST., NE, STE 5200, ATLANTA, GA 30308-2216	20041111	No registration date for this record	Statement of Use - Registration Review Complete - March 14, 2009

EXHIBIT A  
LITIGATION PROCEEDINGS

None.

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