

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
Cosmedicine Companies, Inc.	FORMERLY Klinger Advanced Aesthetics, Inc.	10/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78839250	SPEEDY RECOVERY	
Registration Number:	3308702	FULL BENEFITS	
Registration Number:	3245482	GLOBAL HEALTH BODY	
Registration Number:	3234959	GLOBAL HEALTH FACE	
Registration Number:	3266080	HEALTHY CLEANSE	
Registration Number:	3231281	HONEST FACE	
Registration Number:	3349835	HYDRA HEALER	
Registration Number:	3220716	MEDI-MATTE	
Registration Number:	3326338	MEDI-MORPHOSIS	
Registration Number:	1520449	MEGADOSE	
Registration Number:	3313752	OPTI-MOLOGIST	
Registration Number:	3326480	PHYSICAL CONDITIONING	
Registration Number:	3254219	PRIMARY CARE	

OP \$415.00 78839250

Registration Number:	3304066	PRIVATE NURSE
Registration Number:	3308616	SKINSTATE
Registration Number:	3331037	TRUTH IS BEAUTY

CORRESPONDENCE DATA

Fax Number: (202)457-6315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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/
Date:	03/25/2010

Total Attachments: 9
source=10-01-09 Cosmedicine Assignment to Costru#page1.tif
source=10-01-09 Cosmedicine Assignment to Costru#page2.tif
source=10-01-09 Cosmedicine Assignment to Costru#page3.tif
source=10-01-09 Cosmedicine Assignment to Costru#page4.tif
source=10-01-09 Cosmedicine Assignment to Costru#page5.tif
source=10-01-09 Cosmedicine Assignment to Costru#page6.tif
source=10-01-09 Cosmedicine Assignment to Costru#page7.tif
source=10-01-09 Cosmedicine Assignment to Costru#page8.tif
source=10-01-09 Cosmedicine Assignment to Costru#page9.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of this 1 day of October, 2009 ("Effective Date") by COSMEDICINE COMPANIES, INC., a Delaware corporation, formerly known as Klinger Advanced Aesthetics, Inc. ("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' 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.

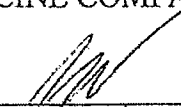
7. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

[Remainder of Page Intentionally Left Blank]

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


ASSIGNOR:

COSMEDICINE COMPANIES, INC.

By: 
Name: Jeff Weisfeld
Title: CFO

ACCEPTED AND AGREED:

COSTRU COMPANY, LLC

By: 
Name: Harry Nubian
Title: CEO

Date: 3-11-11, 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
SPEEDY RECOVERY	Pending Published for Opposition Opposition Filed Intent to Use - Application Intent To Use	3 (Cosmetics & Cleaning Preparations) 5 (Pharmaceuticals)	COSMEDICINE COMPANIES, INC.	78,839,250	No registration number for this record.	DEBORAH M. LODGE, PATTON BOGGS, LLP, 2550 M STREET, NW, SUITE 500, WASHINGTON, DC 20037-1350	20060316	No registration date for this record.	Opposition Filed - April 5, 2008
MEGADOSE	Renewed Registered and Renewed	3 (Cosmetics & Cleaning Preparations)	COSMEDICINE COMPANIES, INC.	73-730,019	1520449	KARL M. ZIELAZNICKI, ESQ., TROUTMAN SANDERS LLP, C/O TM DKT CLK, 600 PEACHTREE ST., NE, STE 5200, ATLANTA GA	19880523	19890117	Registered and Renewed - January 30, 2009
HYDRA HEALER	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-764,833	3349835	KARL M. ZIELAZNICKI, ESQ., TROUTMAN SANDERS LLP, C/O TM DKT CLK, 600 PEACHTREE ST., NE, SUITE 5200, ATLANTA GA	20051201	20071204	Registered - December 4, 2007

Trademark	Status	International Class(es)	Last Reported Owner	Serial/Application Number	Registration Number	Agent Information	Application Date	Entered Register	Status According to National PTO
PRIVATE NURSE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS	78-745,084	3304066	KARL M. ZIELAZNICKI, KARL M. ZIELAZNICKI, C/O TRADEMARK DOCKET CLERK, TROUTMAN SANDERS LLP, 600 PEACHTREE ST., NE, STE. 5200, ATLANTA, GA	20051102	20071002	Registered - October 2, 2007
HEALTHY CLEANSE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS	78-676,319	3266080	KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, C/O DOCKETING DEPARTMENT, 600 PEACHTREE ST NE STE 5200, ATLANTA, GA	20050722	20070717	Registered - July 17, 2007
PHYSICAL CONDITIONING	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS	78-676,312	3326480	KARL M. ZIELAZNICKI, C/O DOKT., DEPT. 600 PEACHTREE ST., TROUTMAN SANDERS LLP, STE 5200, ATLANTA, GA	20050722	20071030	Registered - October 30, 2007
PRIMARY CARE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-658,001	3254219	KARL M. ZIELAZNICKI, KARL M ZIELAZNICKI, C/O DOCKETING DEPT. TROUTMAN SANDERS LLP, 600 PEACHTREE ST., NE, STE. 5200, ATLANTA, GA	20050624	20070619	Registered - June 19, 2007

Trademark	Status	International Class(es)	Last Reported Owner	Serial/Application Number	Registration Number	Agent Information	Application Date	Entered Register	Status According to National PTO
MEDI-MORPHOSIS	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-656,335	3326338	KARL M. ZIELAZNICKI, KARL M ZIELAZNICKI, C/O DOCKETING DEPT. 600 PEACHTREE, TROUTMAN SANDERS LLP, STE 5200, ATLANTA, GA	20050622	20071030	Registered - October 30, 2007
GLOBAL HEALTH BODY	Registered intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-656,329	3245482	KARL M. ZIELAZNICKI, KARL M ZIELAZNICKI, C/O DOCKETING DEPT. 600 PEACHTREE, TROUTMAN SANDERS LLP, STE. 5200, ATLANTA, GA	20050622	20070522	Registered - May 22, 2007
FULL BENEFITS	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-655,737	3308702	KARL M. ZIELAZNICKI, KARL M ZIELAZNICKI, C/O DOCKETING DEPT. 600 PEACHTREE, TROUTMAN SANDERS LLP, STE. 5200, ATLANTA, GA	20050622	20071009	Registered - October 9, 2007
HONEST FACE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-655,730	3231281	KARL M. ZIELAZNICKI, ZIELAZNICKI, TROUTMAN SANDERS LLP, C/O DOCKETING DEPT. 600 PEACHTREE, STE 5200, ATLANTA, GA	20050622	20070417	Registered - April 17, 2007

Trademark	Status	International Class(es)	Last Reported Owner	Serial/Application Number	Registration Number	Agent Information	Application Date	Entered Register	Status According to National PTO
OPTI-MOLOGIST	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-655,722	3313752	KARL M. ZIELAZNICKI, KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, 600 PEACHTREE STREET, NE, SUITE 5200, C/O DOCKETING DEPT., ATLANTA, GA	20050622	20071016	Registered - October 16, 2007
MEDI-MATTE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-654,849	3220716	KARL M. ZIELAZNICKI, KARL M. ZIELAZNICKI, C/O DOCKETING DEPT. 600 PEACHTREE, TROUTMAN SANDERS LLP, STE 5200, ATLANTA, GA	20050621	20070320	Registered - March 20, 2007
GLOBAL HEALTH FACE	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-654,067	3234959	KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, C/O: DOCKETING DEPARTMENT 600 PEACHTREE, ATLANTA, GA	20050620	20070424	Registered - April 24, 2007
TRUTH IS BEAUTY	Registered Intent to Use - Application	3 (Cosmetics & Cleaning Preparations)	KLINGER ADVANCED AESTHETICS, INC.	78-632,151	3331037	KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, SUITE 5200, C/O: DOCKETING DEPARTMENT 600 PEACHTREE, ATLANTA, GA	20050518	20071106	Registered - November 6, 2007

Trademark SKINSTATE	Status Registered Intent to Use - Application	International Class(es) 3 (Cosmetics & Cleaning Preparations)	Last Reported - Owner KLINGER ADVANCED AESTHETICS, INC.	Serial/Application Number 78-631,513	Registration Number 3308616	Agent Information KARL M. ZIELAZNICKI, KARL M. ZIELAZNICKI, TROUTMAN SANDERS LLP, 600 PEACHTREE NE, STE. 5200, C/O DOCKETING DEPT., ATLANTA, GA	Application Date 20050517	Entered Register 20071009	Status According to National PTO Registered - October 9, 2007
------------------------	--------------------------------------------------------	---------------------------------------------------------------------------	------------------------------------------------------------------------	--------------------------------------------	-----------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------	---------------------------------	---------------------------------------------------------------------------------

EXHIBIT A
LITIGATION PROCEEDINGS

None.

46910/0001-5945479v2

RECORDED: 03/25/2010

TRADEMARK
REEL: 004174 FRAME: 0083