

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
McGhan Medical Corporation		06/11/2001	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sensory Systems		
Street Address:	4875 Executive Square		
Internal Address:	Suite 440		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2540722	REFINITY	
Registration Number:	2477133	REFINITY	
CORRESPONDENCE DATA			
Fax Number:	(703)683-8396		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703 548 6284		
Email:	dstarr@nathlaw.com		
Correspondent Name:	Ross A. Epstein		
Address Line 1:	112 S. West Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	90711		
NAME OF SUBMITTER:	ROSS A. EPSTEIN/H. DAVID STARR		
Signature:	/Ross A. Epstein and H. David Starr/		

OP \$65.00 2540722

Date:

04/14/2010

Total Attachments: 6

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C. Scott Eschbach, Ph.D.
McGhan Medical Corporation
700 Ward Drive
Santa Barbara, CA 93111-2936

Dear Dr. Eschbach:

This letter will serve to confirm our understanding and agreement that Sensory Systems, Inc., a California corporation ("Cosmederm"), has agreed to accept, as a successor in interest, and McGhan Medical Corporation ("McGhan"), pursuant to the provisions, terms and requirements set forth herein and in such other documents as the parties shall deem necessary to clarify, and perfect their respective interests created hereby, McGhan will transfer all of the worldwide rights, title and interest, whether held directly or indirectly through third parties, to the "Refinity Skin Solutions Product Line" ("Refinity Line"), such term being interpreted as broadly as possible to include all rights which McGhan currently has or may subsequently obtain through accretion or other entitlement and which may be supportive to the manufacture, sale and distribution of the Refinity Line to Cosmederm.

1. **Date of Transfer.** McGhan will cease all sales of the Refinity Line after June 30, 2001, and that from July 1, 2001 Cosmederm will start selling the Refinity Line. Both Parties will extend best efforts to ensure that Refinity customers receive continuity of service and supply of products in the Refinity Line.

2. **Conduct of Business.** Between the signing of this Agreement and the Date of Transfer, the Parties will conduct their respective businesses in the ordinary course, consistent with past practices. McGhan will continue to sell Refinity Line in accordance with past practices and will not sell any products in the Refinity Line at discounts below current levels, nor sell Refinity Line into new trade channels.

3. **Documents and Records.** In connection with the Transfer, McGhan will provide to the extent possible complete customer information and sales history for the Refinity Line. McGhan will provide to Cosmederm all available clinical data, safety data and market research related to the Refinity Line.

4. **Confidentiality.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and execute this Agreement.

4.1 Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

June 6, 2001

- 4.2 Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.
 - 4.3 Neither party shall make any copies of the Confidential Information of the other party unless the other party previously approves the same in writing.
 - 4.4 Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
 - 4.5 All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
 - 4.6 The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
5. **Termination** Either Party may terminate this Agreement upon notice to the other Party before June 28, 2001, in the event of a material and uncured breach by the other Party of any of the provisions of this Agreement.
6. **Terms.**
- a. McGhan will assign all Refinity Trademark rights to Cosmederm.
 - b. McGhan will allow Cosmederm to use the Triple Helix Trademark on all existing Product, collateral and Packaging. All new Products, Packaging and Collateral prepared by Cosmederm will not incorporate the Triple Helix Trademark.
 - c. McGhan and Cosmederm will jointly prepare, approve and release a statement and Press Release announcing this Transfer, and both Parties will use best efforts to communicate this Transfer in a positive manner to mitigate any potentially negative impact on Refinity Customers. McGhan will send this statement in a letter to all Refinity Customers.

- d. McGhan will ship available Refinity collateral and packaging to Cosmederm at no charge.
- e. McGhan will provide digital copies of all web site information for the Refinity Line to Cosmederm.
- f. McGhan will provide up to 16 hours of training to Cosmederm employees for the Refinity line.
- g. Cosmederm will sell products from the Refinity Line to McGhan employees for personal use for at least a one-year period at the prices defined herein.
- h. Cosmederm will purchase the remaining Refinity Product Line Inventory from McGhan on June 29, 2001, under the following terms and conditions:
 - i. Product availability is subject to prior sales by McGhan.
 - ii. Cosmederm will pay McGhan at the end of each month an amount equal to the value of Refinity Product sold by Cosmederm the prior month, however the entire balance will be due and payable on June 29, 2002.
 - iii. McGhan will have a secured interest in the remaining Refinity inventory as collateral for the outstanding Account Receivable balance. McGhan can record a UCC filing for this security interest.

Products	Case Quantity	Price Per Case	Total Value
5325 Cleanser	342	\$60	\$20,499
5324 Toner	689	\$60	\$41,299
5323 Lotion	291	\$100	\$29,071
5192 Hydrogel	76	\$100	\$7,592
5322 Hydrogel	616	\$44	\$27,104
5321 Cream	503	\$112	\$56,276
5576 Multi-pack	110	\$106	\$11,649

5320 Peel kit	3166	\$91	\$288,613
5327 Travel Kit	845	\$46	\$38,870
5326 Moisturizer	1136	\$16	\$18,176
Empty Mesh Travel Kit Bags	5000 (units)		\$1,000
Total			\$540,149

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7. General

- A. Each of the Parties represents that it is duly authorized and possesses all legal rights which are required to enter into this agreement and to perform each of the obligations incurred by such party hereunder.
- B. Upon the Transfer of the Refinity Line pursuant to this agreement on or about June 29, 2001:
- (i) The License, Supply and International Distribution Agreement by and between Collagen Corporation and Cosmederm Technologies, Inc., effective September 6, 1996, as amended (the "License Agreement"), shall terminate by the consent of the parties and shall be of no further force and effect.
 - (ii) Each of the Parties hereto, on its own behalf and on behalf of all its shareholders, affiliates, officers, directors, agents and employees, and the heirs, successors and assigns of each, releases and discharges the other Party hereto, and all of such other Party's shareholders, affiliates, officers, directors, agents and employees, and the heirs, successors and assigns of each, from and against any and all debts, obligations, judgments, claims, demands, actions, or causes of action which arise under, or which relate in any manner, directly or indirectly, in whole or in part, to, License Agreement.

June 6, 2001

(iii) It is understood and agreed that each party waives all rights under Section 1542 of the Civil Code of California, which provides as follows: "A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor.

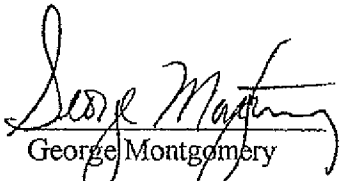
(iv) Each of the Parties represents and warrants that it has not assigned or transferred or purported to assign or transfer any claim, demand, action, cause of action or right herein released or discharged.

C. This agreement shall be construed in accordance with the laws of the State of California without regard to choice of law principles.

D. This agreement constitutes the entire and only agreement between the parties pertaining to the subject matter hereof, and all prior and contemporaneous negotiations, representations, and understandings are superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representative of the parties.

E. This agreement may be executed in counterparts, and facsimile transmission shall be deemed effective delivery. Delivery may be proved by the original confirmation or receipt generated by a facsimile machine within the control of the deliverer showing the correct telephone number for a facsimile machine under the control of the deliverer and generally used by same in the conduct of its business.

Both Parties acknowledge agreement to and acceptance by signing and dating this Agreement in the space indicated below.

 *George Montgomery*, CEO

George Montgomery

Sensory Systems, Inc.

Date: June 6, 2001

C. Scott Eschbach, Ph.D.

McGhan Medical Corporation

Date: _____

June 6, 2001

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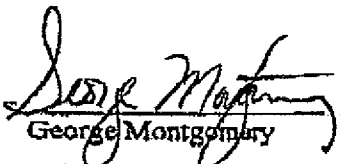
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George Montgomery, CEO
Sensory Systems, Inc.
Date: June 6, 2001


C. Scott Eschbach, Ph.D.
McGhan Medical Corporation
Date: June 11, 2001