

**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
	Skin Lingerie, Inc.		05/01/2011
CORPORATION: NEW YORK			
RECEIVING PARTY DATA			
Name:	Skin Holdings, LLC		
Street Address:	570 Seventh Avenue		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
Registration Number:	3782765	SKIN	
Registration Number:	3543666	SKIN ADDRESSING THE BODY	
CORRESPONDENCE DATA			
Fax Number:	(203)259-1070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2032597900		
Email:	jferdinand@jeffers-law.com		
Correspondent Name:	Edmund J. Ferdinand, III		
Address Line 1:	55 Walls Drive		
Address Line 4:	Fairfield, CONNECTICUT 06824		
ATTORNEY DOCKET NUMBER:	SDC-SKIN-UST		
NAME OF SUBMITTER:	Edmund J. Ferdinand, III		
Signature:	/ejf/		
Date:	06/02/2011		
Total Attachments: 1 source=Trademark Assignment. EXECUTED (00032094)#page1.tif			

OP \$65.00 3782765

**TRADEMARK ASSIGNMENT**

AGREEMENT made as of May 1, 2011 (the "Effective Date") by and between SKIN LINGERIE, INC., a New York corporation ("Assignor") and SKIN HOLDINGS, LLC, a New York limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks SKIN and SKIN ADDRESSING THE BODY and the registrations therefore identified in U.S. Trademark Registration Nos. 3,782,765 and 3,543,666 (the "Trademarks"), and further is the sole and exclusive owner of all common law trademark rights and business goodwill associated therewith; and

WHEREAS, Assignee desires to acquire Assignor's entire worldwide right, title, and interest in and to the Trademarks and all business goodwill associated therewith:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee its entire worldwide right, title and interest in and to the Trademarks, and the business goodwill associated therewith, including, without limitation, all renewals therefore, all proceeds therefrom (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademarks.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

SKIN LINGERIE, INC.

BY: 

TITLE: President

DATE: 6-2/2011