

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
SkinMedica, Inc.		10/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intendis GmbH
Street Address:	Max-Dohrn-Strasse 10
City:	Berlin
State/Country:	GERMANY
Postal Code:	D-10589
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3266062	DELIVERS WHERE PERFORMANCE COUNTS
Registration Number:	3276136	DESONATE
Registration Number:	3531883	DESONATE
Registration Number:	3074358	NEOBENZ

CORRESPONDENCE DATA

Fax Number: (412)778-4432
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-777-4860
 Email: BayerTrademarkUS@bayer.com
 Correspondent Name: Jeffrey M. Gitchel
 Address Line 1: 100 Bayer Road
 Address Line 4: Pittsburgh, PENNSYLVANIA 15205

DOMESTIC REPRESENTATIVE

Name: Jeffrey M. Gitchel
 Address Line 1: 100 Bayer Road

CH \$115.00 3266062

900194839

**TRADEMARK
 REEL: 004565 FRAME: 0526**

Address Line 4: Pittsburgh, PENNSYLVANIA 15205

NAME OF SUBMITTER:

Jeffrey M. Gitchel

Signature:

/Jeffrey M. Gitchel/

Date:

06/17/2011

Total Attachments: 7

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ASSIGNMENT OF PRODUCT TRADEMARKS

THIS ASSIGNMENT OF PRODUCT TRADEMARKS ("**Agreement**") is effective as of October 1, 2009 (the "**Effective Date**") by and between SkinMedica, Inc, a Delaware corporation (hereinafter referred to as the "**Assignor**"), and Intendis GmbH, an entity organized and existing under the laws of Germany (hereinafter referred to as the "**Assignee**") of the other part.

WHEREAS, Assignor and Assignee are Parties to that certain Purchase Agreement dated August 27, 2009 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume all of the Assignor's right, title and interest in and to the trademarks and related registrations and/or applications listed in Annex A hereto (the "**Trademarks**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks and all goodwill related thereto.
2. Assignor hereby divests itself of any and all rights it had in and to the Trademarks and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Trademarks to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto, including but not limited to claims for infringement or violation of the Trademarks that relate to actions that occurred prior to the Effective Date.
3. Assignee shall henceforth have the right use or make any other disposal of the Trademarks without any further claim on the part of the Assignor in any event or at any time.
4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Trademarks to Assignor. Assignor agrees to reasonably cooperate with Assignee, upon Assignee's request and at Assignee's expense, in registering, recording or otherwise perfecting this assignment and enforcing the rights transferred hereby including providing or executing additional documentation, delivering any testimony in legal proceedings, making all rightful oaths and all lawful acts required or assistance reasonably requested by Assignee.
5. This Agreement, together with the Purchase Agreement, constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes all previous communications, whether oral or written, between the Parties, and there are no further or other agreements or understanding, written or oral, in effect between the Parties, with respect to the subject matter of this Agreement.
6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the internal Law of the State of New York, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

7. If any one or more provisions of this Agreement is or becomes invalid, the Parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the Parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the Parties would not have executed the Agreement without them.

8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

By: Mary Fisher
Name: MARY FISHER
Title: PRESIDENT @ CEO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

7. If any one or more provisions of this Agreement is or becomes invalid, the Parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the Parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the Parties would not have executed the Agreement without them.

8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

By: _____
Name: _____
Title: _____

For and on behalf of the Assignee

By: ppa. [Signature]
Name: SHAKIB QURESHI
Title: VICE PRESIDENT

By: ppa. [Signature]
Name: EVANGELIA VAKALOPOLOU
Title: VICE PRESIDENT

ANNEX ATRADEMARKS

Trademark	App. No./ Date	Reg. No. / Date	Class	Goods/Services	Status
DELPOUCH Licensed from R.P. Scherer/Cardinal Health PTS	78/058837 04/17/01	2744906 07/29/03	3,5	3: Cosmetic applicators, namely, hand held containers with foam applicator pads containing perfume, cologne, skin creams, makeup, foundation, blusher, eye shadow and lipstick; applicators, namely, hand held containers with foam applicator pads containing essential oils for personal use, skin lotions and skin creams 5: Medicated skin treatment preparation applicators, namely, hand held containers with foam applicator pads containing creams, lotions, oils, gels and vitamins	REGISTERED
DESONATE	78/356,061 01/22/04	3,276,136 08/07/07	5	Dermatological preparations; pharmaceutical preparations, namely a steroid preparation for topical application	REGISTERED

DESONATE (MADRID PROTOCOL) .001 Turkey	A0010667 12/14/07	948402 12/14/07	5	Dermatological preparations; pharmaceutical preparations, namely a steroid preparation for topical application	REGISTERED (RECEIVED STATEMENT OF GRANT OF PROTECTION)
Desonate®	77226193 07/10/07	3,351,883 11/11/08	5	Dermatological preparations	REGISTERED
MICROSPONGE Licensed from AMCOL	73/624638 10/08/86 and corresponding applications in Singapore and Mexico, if any	1481218 03/22/88	1	Macroporous polymer beads used in the manufacture of cosmetics and toiletries	REGISTERED
DELIVERS WHERE PERFORMANCE COUNTS	78669983 07/13/05	3266062 07/17/07	5	Pharmaceuticals, namely preparations for the treatment of acne	REGISTERED

Trademark	App. No./ Date	Reg. No. / Date	Class.	Goods/Services	Status
NEOBENZ	78/323,661 11/05/03	3074358 3/28/06	5	Pharmaceuticals, namely, antibacterials; pharmaceuticals for the treatment of one or more than one skin condition, skin disease, or skin injury, or a combination of one or more than one skin condition, skin disease and skin injury; medicated creams, lotions and moisturizers for the treatment of one or more than one skin condition, skin disease, or skin injury, or a combination of one or more than one skin condition, skin disease and skin injury; kits comprising pharmaceuticals for the treatment of one or more than one skin condition, skin disease, or skin injury, or a combination of one or more than one skin condition, skin disease and skin injury, with or without applicators.	REGISTERED

Trademark	App. No./ Date	Reg. No: / Date	Class	Goods/Services	.Status
HT HYDROGEL TECHNOLOGY logo Licensed from Dow Pharmaceutical Sciences, Inc.	78/974853 9/14/06		5	Topical gel for medical and therapeutic use for the treatment of skin conditions and skin diseases	ALLOWED