

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
MST Beauty New York LLC		08/08/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Sarah McNamara Beauty, LLC		
Street Address:	499 Washington Boulevard, 15th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77726184	MIRACLE SKIN TRANSFORMER	
Registration Number:	3926319	MIRACLE SKIN TRANSFORMER	
CORRESPONDENCE DATA			
Fax Number:	(804)783-7291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-648-1636		
Email:	dcarroll@sandsanderson.com		
Correspondent Name:	J. David Carroll		
Address Line 1:	P.O. Box 1998		
Address Line 4:	Richmond, VIRGINIA 23218-1998		
NAME OF SUBMITTER:	J. David Carroll		
Signature:	/J David Carroll/		
Date:	08/18/2011		
Total Attachments: 2 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif			

OP \$65.00 77726184

TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made effective as of August 8, 2011 by and between MST Beauty New York LLC, a New York limited liability company (the "*Assignor*"), and Sarah McNamara Beauty, LLC, a Virginia limited liability company (the "*Assignee*"). (Assignor and Assignee are referred to herein individually as a "*Party*" and collectively as the "*Parties*").

WHEREAS, the Assignor has entered into that certain Asset Purchase Agreement (the "*Asset Purchase Agreement*") by and among the Assignor and certain other parties. The Assignor, as part of the transactions described in the Asset Purchase Agreement, agrees to sell, transfer, convey, assign and deliver to Assignee certain assets of Assignor including but not limited to all of Assignor's trademarks, service marks, trademark or service mark applications, including but not limited to the mark "*Miracle Skin Transformer*," and other intellectual property of Assignor more specifically defined in the Asset Purchase Agreement;

WHEREAS, the Parties desire to execute this Trademark Assignment for ease of filing with the U.S. Patent and Trademark Office to document the trademark assignments set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and payments set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, transfers, and delivers to Assignee all right, title, and interest, of whatever kind in and to all of the Assignor's trademarks, service marks, rights in trademarks, service marks, trade names together with the goodwill of the business, products and services of the Assignor connected with the use of and symbolized by any and all such trademarks, service marks, and trade names, including but not limited to the assignment of the trademark: "*Miracle Skin Transformer*" filed in the U.S. Patent and Trademark Office, serial number 77726184 and the accompanying goodwill of Assignor's business related to the Miracle Skin Transformer. All of the forgoing shall be defined herein as the "*Marks*."

Assignor hereby covenants that it has full rights to convey the forgoing rights and interests in and to the Marks and all the goodwill of Assignor's business associated therewith and covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks as describe herein.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the Parties have duly executed under seal and delivered this Assignment, as of the day and year first above written.


Assignor:

MST BEAUTY NEW YORK LLC

By: 
Printed: Sarah McNamara

Assignee:

SARAH McNAMARA BEAUTY, LLC

By: 
Printed: Andrew J. Sumner

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