

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
Costru Company, LLC		02/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cosmed, Inc.
Street Address:	8 West 40th Street, 19th Floor
Internal Address:	c/o Leeb Capital Management Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78515079	COSMEDICINE
Serial Number:	78839250	SPEEDY RECOVERY
Serial Number:	78632151	TRUTH IS BEAUTY
Serial Number:	73730019	MEGADOSE
Serial Number:	78655737	FULL BENEFITS
Serial Number:	78656329	GLOBAL HEALTH BODY
Serial Number:	78654067	GLOBAL HEALTH FACE
Serial Number:	78676319	HEALTHY CLEANSE
Serial Number:	78655730	HONEST FACE
Serial Number:	78764833	HYDRA HEALER
Serial Number:	78654849	MEDI-MATTE
Serial Number:	78656335	MEDI-MORPHOSIS
Serial Number:	78655722	OPTI-MOLOGIST

OP \$440.00 78515079

Serial Number:	78676312	PHYSICAL CONDITIONING
Serial Number:	78658001	PRIMARY CARE
Serial Number:	78745084	PRIVATE NURSE
Serial Number:	78631513	SKINSTATE

CORRESPONDENCE DATA

Fax Number: (202)457-6315
Phone: 202-457-6030
Email: kagee@pattonboggs.com,
docketingtrademarks@pattonboggs.com,
dlodge@pattonboggs.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Deborah M. Lodge
Address Line 1: Patton Boggs LLP 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:	10/12/2011

Total Attachments: 12
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ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT pursuant to the Asset Purchase Agreement (the "Agreement") dated as of February 18, 2011, by and among Costru Company, LLC, a Delaware limited liability company with a place of business at 40 Wall Street, 33rd Floor, New York, New York 10005 ("Seller"), Cosmed, Inc., a Nevada corporation with a place of business c/o Signature Group Holdings, Inc., 15303 Ventura Blvd., Suite 1600, Sherman Oaks, California 91403 ("Buyer") and Signature Group Holdings, Inc., a Nevada corporation with a place of business at 15303 Ventura Blvd., Suite 1600, Sherman Oaks, California 91403, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers and assigns to Buyer all of its right, title and interest in and to the Purchased Assets, as such terms are defined in the Agreement.

Buyer hereby assumes, holds Seller harmless from, and agrees to pay, perform, satisfy, fulfill and discharge all of the Assumed Liabilities in accordance with their terms, as and when the same become due.

This Assignment and Assumption Agreement and the covenants and agreements herein contained shall inure to the benefit of the parties, their successors and assigns, and shall be binding upon the parties hereto, their successors and assigns.

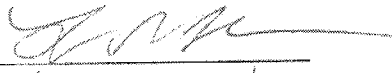

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of this February 18, 2011.

SELLER:
Costru Company, LLC

By _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

BUYER:
Cosmed, Inc.

By 
Name: Larry V. Nusbaum
Title: 

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Buyer hereby assumes, holds Seller harmless from, and agrees to pay, perform, satisfy, fully discharge all of the Assumed Liabilities in accordance with their terms, as and when the same become due.

This Assignment and Assumption Agreement and the covenants and agreements herein contained shall inure to the benefit of the parties, their successors and assigns, and shall be binding upon the parties hereto, their successors and assigns.

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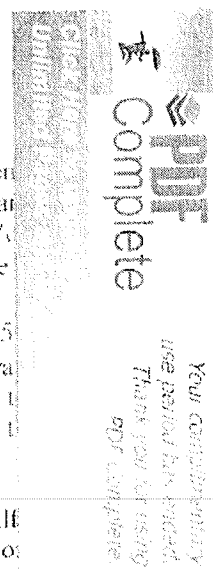
SELLER:
Costru Company, LLC

By [Signature]
Name: _____
Title: Chairman

ACKNOWLEDGED AND ACCEPTED:

BUYER:
Cosmed, Inc.

By _____
Name: _____
Title: _____



ASSET PURCHASE AGREEMENT

by and among
Costru Company, LLC,
Cosmed, Inc., and
Signature Group Holdings, Inc.

Dated as of February 18, 2011

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of February 18, 2011, by and among Costru Company, LLC, a Delaware limited liability company with a place of business at 40 Wall Street, 33rd Floor, New York, New York 10005 ("Seller"), Cosmed, Inc., a Nevada corporation with a place of business c/o Signature Group Holdings, Inc., 15303 Ventura Blvd., Suite 1600, Sherman Oaks, California 91403 ("Buyer"), and Signature Group Holdings, Inc., a Nevada corporation with a place of business at 15303 Ventura Blvd., Suite 1600, Sherman Oaks, California 91403 ("Guarantor"). Guarantor hereby unconditionally guarantees the performance by Buyer of its obligations under this Agreement until the occurrence of the Closing Date. Seller, Buyer and Guarantor acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, Guarantor will have no obligations under this Agreement after the Closing Date occurs and Buyer has satisfied all of its obligations hereunder that require performance at or prior to the Closing Date that have not been waived in writing by Seller in accordance with Section 13.2.

RECITALS

A. Seller is a manufacturer, distributor, wholesaler and retailer of specialty skincare products under the "Cosmedicine" brand name (the "Business"). The "Cosmedicine" line is a regimen-based system supplying a complete line of products such as cleansers, moisturizers, sun protection and acne treatment for human use. Any businesses of Seller, other than the Business, are hereinafter referred to as the "Retained Businesses".

B. Seller desires to sell, transfer and/or assign to Buyer and Buyer desires to purchase and acquire from Seller, all of Seller's right, title and interest in the Purchased Assets (as defined below) and in connection with such purchase and acquisition, Buyer desires to assume the Assumed Liabilities (as defined below), all on the terms and conditions provided in this Agreement.

C. For purposes hereof, the Bill of Sale, the Assignment and Assumption Agreement, the Lease Assignment, the Assignment of Trademarks and the Note (all as defined herein) are hereafter collectively referred to as the "Related Agreements".

D. Definitional terms not otherwise contained in the body of any Section of this Asset Purchase Agreement shall have the definitions set forth in Section 14.

AGREEMENT

In consideration of the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound, the parties agree as follows:

SECTION 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 4.1 below), Seller will sell, transfer,

assign, convey and deliver to Buyer all of Seller's right, title and interest in and to the following assets and rights, whether tangible or intangible, in each case as used exclusively and solely with respect to the Business as conducted on the Closing Date (the "Purchased Assets"):

1.1.1 *Personal Property.* All of the tangible personal property and fixed assets owned by Seller used in connection with the Business, including, but not limited to, any manufacturing and machining equipment, office equipment, communication equipment and devices, computers and computer equipment, parts, software systems, programs and/or licenses, molds, casts, forms, motor vehicles and transportation equipment, furniture and fixtures and the tools and tooling, packaging, sample products, drawings, designs and blueprints; formulas and formulations, materials, supplies, spare and replacement parts and patterns, premises access keys and access codes as is more particularly set forth on **Schedule 1.1.1(a)(i)** (collectively, the "Personal Property"); provided, however, that the Personal Property shall not include any items listed on **Schedule 1.1.1(a)(ii)**, which shall not be transferred to Buyer as part of the Purchased Assets;

1.1.2 *Contract and Leases.* Only those contracts, distribution and storage agreements, leases and other agreements listed on **Schedule 1.1.2** (the "Contracts"). Those Contracts not listed on **Schedule 1.1.2** are specifically excluded from the Purchased Assets.

1.1.3 *Licenses and Permits.* The licenses, permits, approvals, authorizations, consents, franchises, tariffs, orders and other registrations required for the conduct of the Business issued by an Governmental Body including, but not limited to, all clinical claims as documented by predecessor companies as listed on **Schedule 1.1.3** (the "Licenses");

1.1.4 *Intellectual Property.* All patents, trademarks, trade secrets, trade names, know-how, formulae, packaging and distribution items, slogans and processes related to the Business and listed on **Schedule 1.1.4** (the "Intellectual Property");

1.1.5 *"Cosmedicine" Name.* All rights to and use of the name "Cosmedicine" or any derivation or combination thereof;

1.1.6 *Accounts Receivable.* The accounts receivable related exclusively to the Business and listed on **Schedule 5.12** (the "Accounts Receivable") (for greater clarity, those accounts receivable not listed on **Schedule 5.12** and those accounts receivable listed on **Schedule 5.12(a)** are specifically excluded from the Purchased Assets and shall be part of the Excluded Assets (as defined below));

1.1.7 *Prepayments.* The advances, prepaid and other deposits, prepaid accounts, and other prepaid and deferred items, including, but not limited to, prepaid rentals and unbilled charges and deposits, deposits on leased items, equipment and supplies, in each case related to the Business listed on **Schedule 1.1.7** (which, for greater clarity, will not include such amounts related to Contracts that are not included in the Purchased Assets) (the "Prepayments");

1.1.8 *Software.* To the extent assignable, the computer software and hardware systems including all required software and hardware for Cosmedicine.com and programs and/or licenses used by Seller and related to the Business as listed on **Schedule 1.1.8** (the "Production Software"), except for any assets listed on **Schedule 1.1.1(a)(ii)**;

1.1.9 *Inventory.* Seller's right, title and interest in and to all inventories owned or used by Buyer in the ordinary course of operations, including finished goods, raw materials and work in process, in each case relating to the Business as listed on **Schedule 1.1.9** (the "Inventory"); and

1.1.10 *Documents.* Customer, prospective customer and supplier-related documents including all vendor agreements, vendor account numbers for TrueYou.com, Advanced Asthetics and Costru Company LLC, records of the Accounts Receivable as of the Closing Date, and customer telephone numbers used or held in connection with the Business as listed on **Schedule 1.1.10** (the "Documents").

1.2 Excluded Assets. Notwithstanding the foregoing, any assets of Seller not included in the definition of Purchased Assets, in addition to the following assets, shall be retained by Seller and shall not be included as Purchased Assets (collectively, the "Excluded Assets"):

1.2.1 *Excluded Real Property.* All owned real property and any and all of Seller's rights and interests pursuant to such owned real property and all buildings, fixtures and other fixed assets and personalty of a permanent nature annexed, affixed or attached to any such owned real property, including, for greater clarity, any real property interest of Seller attributable to the sub-lease agreement between Vertex Capital and Costru Company LLC at 40 Wall Street, 33rd Floor, New York, NY (the "Excluded Real Property").

1.2.2 *Bank Accounts and Cash.* All cash and cash equivalents in transit, in hand or in bank accounts held by Seller.

1.2.3 *Entity Record Books.* The certificate of formation, operating agreement, minute books, interest transfer records and all other limited liability company books and records relating to the limited liability company affairs of Seller.

1.2.4 *Benefit Plans.* All contracts, assets and rights related to Seller's 401(k) plan, profit sharing plan, pension plan, welfare benefit plans and similar employee benefit plans in which any employees of Seller or any of Seller's affiliates participate.

1.2.5 *Tax Records.* Any records related to Taxes (as defined in Section 5.6) paid or payable by Seller or any of its affiliates.

1.2.6 *Insurance.* All casualty, liability or other insurance policies owned by or obtained on behalf of Seller or under which Seller or any affiliate of Seller is insured and all claims or rights under any such policies, whether in relation to the Business or a Retained Business.

1.3 Conveyance of Assets. Subject to the terms and conditions of this Agreement, the sale, assignment, transfer and delivery by Seller of Seller's right, title and interest in and to the Purchased Assets shall be effected by:

1.3.1 Seller's delivery of the Purchased Assets as reasonably agreed to by Seller and Buyer.

1.3.2 Seller's execution and delivery to Buyer of all of the instruments of transfer required pursuant to Section 9. Such documents shall be in form and substance sufficient to vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets, free and clear of any liens, claims or encumbrances of any kind, except for the following types of liens, claims or encumbrances (each a "Permitted Lien" and collectively, the "Permitted Liens"): (a) liens granted to lenders for borrowed money which will be discharged at or prior to the Closing Date or which are specifically assumed by Buyer; (b) liens for taxes, assessments or other governmental charges or levies not yet due or being contested in good faith; (c) statutory liens of carriers, warehousemen, mechanics, materialmen and other liens imposed by law created in the ordinary course of business of Seller; (d) liens incurred or deposits made in the ordinary course of business of Seller consistent with past practices in connection with worker's compensation, unemployment insurance or social security but specifically excluding any ERISA or pension underfunding liabilities or liens, choate or inchoate; (e) liens created by or through Buyer; and (f) the liens listed on **Schedule 1.3.2**. Seller shall provide any appropriate notification(s) to any lessors of any leased Purchased Assets of the transfer of such Purchased Assets to Buyer, and shall obtain waivers of any and all necessary transfer fees and shall be responsible for payment of all such lease rental amounts related to such Purchased Assets through the Closing Date.

1.4 Further Assurances. To the extent possession of any Purchased Asset is not delivered to Buyer on the Closing Date, upon the written request of Buyer, Seller will take such further actions and will execute such further documents, after the Closing Date, as are necessary: (a) to place Buyer in possession of the Purchased Assets; (b) to transfer to Buyer all of Seller's right, title and interest in and to the Purchased Assets, free and clear of any liens, claims or encumbrances except for any Permitted Liens; and (c) to complete the transactions described in this Agreement. Should it be determined within thirty (30) days of the Closing Date that any Purchased Asset is still in the possession of Seller, such asset shall be delivered to Buyer by Seller (or Seller shall cause it to be delivered at its expense) as soon as reasonably practicable and Seller shall provide any additional documents or items as may reasonably be necessary to transfer all of its right, title and interest in and to such asset to Buyer free and clear of any liens, claims or encumbrances other than Permitted Liens.

SECTION 2

ASSIGNMENT AND ASSUMPTION OF LIABILITIES

2.1 Assignment and Assumption. At the Closing Date (as defined in Section 4.1 below), Seller will assign to Buyer and Buyer will assume, pursuant to the terms of an Assignment and Assumption Agreement, substantially in the form attached hereto as **Exhibit A** (the "Assignment and Assumption Agreement"), and a Bill of Sale and Assignment, substantially in the form attached hereto as **Exhibit B** (the "Bill of Sale"), and shall be responsible for the payment, performance and discharge of all of the following liabilities of Seller (the "Assumed Liabilities") to the extent provided for herein:

2.1.1 *Accounts Payable and Accrued Expenses.* (a) All accounts payable as of the Closing Date to trade vendors incurred in the ordinary course of business and related to the Business, including (i) any amounts owed to any of Seller's officers, interest holders, managers,

affiliates or other related parties as reflected on **Schedule 2.1.1(a)** and (ii) any amounts to be paid or assumed by Buyer at the Closing Date in accordance with Section 3.1(b) ("Accounts Payable").

2.1.2 *Contracts.* Obligations from and after the Closing Date under Contracts included in the definition of Purchased Assets above, other than monetary obligations for damages, fines, penalties, late delivery fees, costs or charges, failure to deliver damages, fines, penalties, costs or charges and the like incurred prior to the Closing Date;

2.1.3 *Permitted Liens.* Obligations under Permitted Liens; and

2.1.4 *Licenses and Permits.* All liabilities and obligations from and after the Closing Date under the Licenses that are included in the Purchased Assets pursuant to Section 1.1.3.

2.2 Excluded Liabilities Not Assumed. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume any liability or obligation of Seller other than the Assumed Liabilities set forth above. Seller shall retain, and shall be responsible for the payment, performance and discharge of, all of its liabilities other than the Assumed Liabilities which shall include, but not be limited to, any employee liabilities included accrued vacation, severance or any costs, funding, contributions or liabilities associated with or related to Seller's 401(k) plan, profit sharing plan and pension plan, if any (collectively, the "Retained Liabilities").

2.3 Other Assets. Should it be determined at any time after the Closing Date that any tangible or intangible assets which, pursuant to this Agreement, should not have been transferred to Buyer, are in the possession of Buyer, Buyer shall deliver such assets to Seller promptly without additional charges and Buyer shall provide any additional documents or items necessary to transfer title and all benefits of such assets to Seller free of adverse claims.

2.4 Certain Required Consents. If any rights, benefits or remedies (the "Rights") under any of the Contracts are not assignable by Seller to Buyer without the consent of the other party thereto and such consent is not obtained prior to Closing Date, then, unless Buyer waives the requirement:

(a) Seller will hold, for a reasonable period of time, the Rights for the benefit of Buyer;

(b) Seller will, at the request and under the direction of Buyer and at Buyer's expense, in the name of Seller, or otherwise as Buyer shall specify, take all such actions and do all such things (other than expend funds or incur additional liabilities) as shall be reasonably necessary in order that the obligations of Seller may be performed in a manner such that the value of the Rights shall be preserved and shall inure to the benefit of Buyer and such that all monies received may be received by Buyer; and

(c) Seller shall as soon as reasonably practicable after the request of Buyer pay over to Buyer all such monies collected by Seller under such Rights.

Executed as of the first date written above.

SELLER:

Costru Company, LLC

By _____

Name:

Title:

BUYER:

Cosmed, Inc.

By _____

Name:

Title:

[Handwritten Signature]
Larry Johnson
CEO

GUARANTOR:

Signature Group Holdings, Inc.

By _____

Name:

Title:

[Handwritten Signature]
KENNETH S. GROSSMAN
Exec. V.P.

Executed as of the first date written above.

SELLER:
Costru Company, LLC

By _____
Name: _____
Title: _____

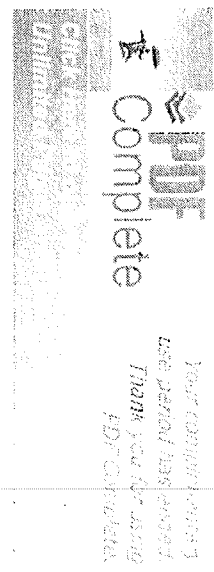
[Handwritten signature]
A. [unclear]
Chairman

BUYER:
Cosmed, Inc.

By _____
Name: _____
Title: _____

GUARANTOR:
Signature Group Holdings, Inc.

By _____
Name: _____
Title: _____



Schedule 1.1.4

Intellectual Property

US REGISTRATIONS AND APPLICATION					
TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date	Status
COSMEDICINE	78/515079	11-Nov-2004	3610317	21-Apr-2009	Registered
FULL BENEFITS	78/655737	22-Jun-2005	3308702	09-Oct-2007	Registered
GLOBAL HEALTH BODY	78/656329	22-Jun-2005	3245482	22-May-2007	Registered
GLOBAL HEALTH FACE	78/654067	20-Jun-2005	3234959	24-Apr-2007	Registered
HEALTHY CLEANSE	78/676319	22-Jul-2005	3266080	17-Jul-2007	Registered
HONEST FACE	78/655730	22-Jun-2005	3231281	17-Apr-2007	Registered
HYDRA HEALER	78/764833	01-Dec-2005	3349835	04-Dec-2007	Registered
MEDI-MATTE	78/654849	21-Jun-2005	3220716	20-Mar-2007	Registered
MEDI-MORPHOSIS	78/656335	22-Jun-2005	3326338	30-Oct-2007	Registered
MEGADOSE	730019	23-May-1988	1520449	17-Jan-1989	Registered
OPTI-MOLOGIST	78/655722	22-Jun-2005	3313752	16-Oct-2007	Registered
PHYSICAL CONDITIONING	78/676312	22-Jul-2005	3326480	30-Oct-2007	Registered
PRIMARY CARE	78/658001	24-Jun-2005	3254219	19-Jun-2007	Registered
PRIVATE NURSE	78/745084	02-Nov-2005	3304066	02-Oct-2007	Registered
SKINSTATE	78/631513	17-May-2005	3308616	09-Oct-2007	Registered
SPEEDY RECOVERY (standard characters)	78/839250	16-Mar-2006			Pending
TRUTH IS BEAUTY	78/632151	18-May-2005	3331037	06-Nov-2007	Registered

FOREIGN APPLICATIONS AND REGISTRATIONS						
COUNTRY	TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Australia	COSMEDICINE	1134113	06-Sep-2006	1134113	06-Sep-2006	Registered
Canada	COSMEDICINE	1248655	28-Feb-2005			Pending
Canada	MEGADOSE	0610047	27-Jun-1988	TMA368903	25-May-1990	Registered
Canada	SPEEDY RECOVERY	1475797	06-Apr-2010			Pending
Canada	TRUTH IS BEAUTY	1280126	18-Nov-2005			Pending
China (People's Republic)	COSMEDICINE	4543012	18-Mar-2005	4543012	14-Dec-2007	Registered
China (People's Republic)	COSMEDICINE	4542981	16-Mar-2005	4542981	07-Oct-2008	Registered
China (People's Republic)	COSMEDICINE	4543013	16-Mar-2005	4543013	14-Aug-2008	Registered
China (People's Republic)	COSMEDICINE	4543014	16-Mar-2005	4543014	07-May-2009	Registered
European Community	COSMEDICINE	00427924 6	08-Feb-2005	004279246	24-May-2006	Registered
Germany	COSMEDICINE SPEEDY RECOVERY	30201002 1945.9/03	13-Apr-2010	302010021945	03-Sep-2010	Registered
Hong Kong	COSMEDICINE	30099411 3	15-Nov-2007	300994113	08-May-2008	Registered
Italy	COSMEDICINE SPEEDY RECOVERY	TO2010C 002600	09-Aug-2010			Pending
Italy	SPEEDY RECOVERY	TO2010C 002599	09-Aug-2010			Pending
United Kingdom	COSMEDICINE SPEEDY RECOVERY	2544565	14-Apr-2010	2544565	16-Jul-2010	Registered
United Kingdom	MEGADOSE	1407904	12-Dec-1989	81407904	31-Jan-1992	Registered