

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/07/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stallex Skin Care, Inc.		10/07/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	S.S. Care Merger Corporation
Street Address:	2624 State Highway 80
City:	Burlington Flats
State/Country:	NEW YORK
Postal Code:	13315
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2737272	AROMADERMATHERAPY
Serial Number:	85168654	BEAUTYRX
Registration Number:	3945559	BEAUTYRX SKINCARE BY DR. SCHULTZ
Registration Number:	3932629	BEAUTYRX SKINCARE BY DR. SCHULTZ
Registration Number:	2917286	C COMPLEX RESCUE SERUM
Serial Number:	85004843	DERMSTICKS
Serial Number:	85429199	DERMSTIX
Registration Number:	3680215	DR. NEAL SCHULTZ PARK AVENUE SKIN CARE
Registration Number:	2655385	EPI-PEEL
Registration Number:	2650182	FACIAL SILK CREME
Registration Number:	3145786	FOR PERFECT SKIN
Registration Number:	2583447	ISLAND CREAM

CH \$390.00 2737272

Registration Number:	2669795	SOLAR-C RESCUE SERUM
Registration Number:	2439152	STALLEX
Registration Number:	2884574	Z-LOTION

CORRESPONDENCE DATA

Fax Number: (703)610-6200

Phone: (703)610-6100

Email: boxip@hoganlovells.com

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

Correspondent Name: Timothy J. Lyden, Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Floor

Address Line 2: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	021081.000047
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NAME OF SUBMITTER:	Timothy J. Lyden
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Signature:	/Timothy J. Lyden/
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Date:	01/13/2012
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Total Attachments: 6

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

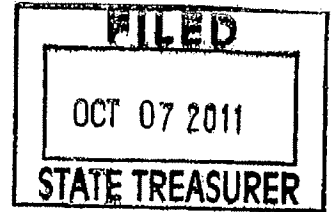


WITNESS my hand and official seal of the Department of State, at the City of Albany, on October 11, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 05/09



CERTIFICATE OF MERGER
OF
STALLEX SKIN CARE, INC.
INTO
S.S. CARE MERGER CORPORATION

Under Section 14A:10-7 of the Business Corporation Act
of the State of New Jersey and Section 904
of the Business Corporation Law of the State of New York

The undersigned, being the president and the secretary, respectively, of Stallex Skin Care, Inc., a New Jersey corporation, and S.S. Care Merger Corporation, a New York corporation, said corporations being domestic corporations organized and existing under and by virtue of the laws, respectively, of the State of New Jersey and the State of New York, and the Agreement and Plan of Merger ("Merger Agreement") annexed hereto as Exhibit A having been adopted by each said corporation, do hereby certify, pursuant to the provisions of Section 14A:10-4.1 of the New Jersey Business Corporation Act (the "BCA") and Section 904 of the New York Business Corporation Law (the "BCL"), that:

FIRST: The names of the constituent corporations are "Stallex Skin Care, Inc." ("Stallex") and "S.S. Care Merger Corporation" ("S.S. Care") (the "Constituent Corporations"). S.S. Care will be the surviving corporation (the "Surviving Corporation").

SECOND: The Merger Agreement, which is expressly made part of this Certificate of Merger (the "Certificate"), has been approved, adopted, certified, executed and acknowledged by Stallex and S.S. Care in accordance with Section 14A:10-7 of the BCA and Section 902 of the BCL. The Surviving Corporation agrees to cause a copy of the Merger Agreement to be kept on file at the offices of the Surviving Corporation at 2624 State Highway 80, Burlington Flats, New York 13315. The Merger Agreement will be furnished by the Surviving Corporation on the request of any shareholder of Stallex or S.S. Care at the sole expense of the Surviving Corporation.

THIRD: The designation and number of outstanding shares of the securities of the Constituent Corporations and the voting rights attendant thereto immediately prior to the merger of Stallex into S.S. Care (the "Merger") are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Voting Rights</u>
Stallex	100	Common Stock, no par value	One vote per share
S.S. Care	100	Common Stock, no par value	One vote per share

FOURTH: The Certificate of Incorporation, as amended through the date hereof, and the By-Laws, as amended through the date hereof, of S.S. Care shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation.

FIFTH: (a) The Certificate of Incorporation of Stallex was filed with the Department of the Treasury of the State of New Jersey on February 7, 2001.

2. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or any stockholder thereof, each share of the Common Stock of Stallex shall be cancelled and retired without payment of any consideration therefor and each share of the Common Stock of S.S. Care shall remain unchanged in the hands of the holder thereof as an outstanding share of the Surviving Corporation.

3. Representations and Warranties of Stallex. Stallex represents and warrants to S.S. Care as follows:

3.1 Organization and Qualification. Stallex is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and has the requisite corporate power and authority to carry on its business as it is now being conducted.

3.2 Authority Relative to this Agreement. Stallex has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Stallex and the consummation by Stallex of the transactions contemplated hereby is authorized under the BCA, and the Certificate of Incorporation and By-Laws of Stallex, and has been duly authorized by the directors of Stallex and by the stockholders of Stallex, and no other corporate proceeding on the part of Stallex is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

3.3 Binding Obligation. This Agreement has been duly executed and delivered by Stallex and constitutes a valid and binding obligation of such corporation, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

4. Representations and Warranties of S.S. Care. S.S. Care represents and warrants to Stallex as follows:

4.1 Organization and Qualification. S.S. Care is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the requisite corporate power and authority to carry on its business as it is now being conducted.

4.2 Authority Relative to this Agreement. S.S. Care has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by S.S. Care and the consummation by S.S. Care of the transactions contemplated hereby is authorized under the BCL and the Certificate of Incorporation and By-Laws of S.S. Care, and has been duly authorized by the directors of S.S. Care and by the stockholders of S.S. Care and no other corporate proceeding on the part of S.S. Care is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

4.3 Binding Obligation. This Agreement has been duly executed and delivered by S.S. Care and constitutes the valid and binding obligation of such corporation, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

5. Miscellaneous.

5.1 Further Assurances. Each of the parties hereby covenants and agrees that it shall hereafter make, execute and deliver any and all such further and other instruments, documents and agreements, and do such other and further acts and things as may be necessary or expedient to carry out and give full force and effect to the intents and purposes of this Agreement and to the provisions hereof and to assure that each of the parties hereto enjoys the benefits contemplated by this Agreement.

5.2 Termination and Abandonment. This Agreement and the Merger may be terminated and abandoned by mutual agreement between the directors of each of the parties hereto at any time prior to the Effective Time.

5.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors and assigns.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

5.5 Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

5.6 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

5.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to its principles of conflict laws.

5.8 Entire Understanding; Amendment, Waiver, etc. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and no amendment, waiver or modification of the terms or provisions hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. All prior or contemporaneous agreements, contracts, promises, representations and statements, if any, between the parties hereto or their representatives with respect to the subject matter hereof are merged into this Agreement and this Agreement shall constitute the entire agreement between them.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

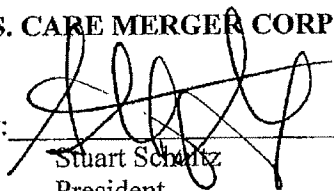
STALLEX SKIN CARE, INC.

By: _____


Stuart Schultz
President

S.S. CARE MERGER CORPORATION

By: _____


Stuart Schultz
President