

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
Cosmederm Bioscience, Inc.		11/30/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cosmederm Bioscience, Inc.		
Street Address:	8910 University Center Lane, Suite #120		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2510339	COSMEDERM	
Registration Number:	2670018	COSMEDERM	
Registration Number:	2667107	COSMEDERM	
Registration Number:	2540722	REFINITY	
Registration Number:	3893604	TRICALM	
CORRESPONDENCE DATA			
Fax Number:	(858)777-3347		
Phone:	8584882545		
Email:	dana@techlawllp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Dana B. Robinson		
Address Line 1:	PO Box 1416		
Address Line 4:	La Jolla, CALIFORNIA 92038		
NAME OF SUBMITTER:	Dana B. Robinson		

OP \$140.00 2510339

Signature:	/Dana B. Robinson/
Date:	01/17/2012
Total Attachments: 4 source=Trademark Assignament#page1.tif source=Trademark Assignament#page2.tif source=Trademark Assignament#page3.tif source=Trademark Assignament#page4.tif	

EXHIBIT D-2
FORM OF TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is effective as of November __, 2011 ("**Effective Date**") by and between Cosmederm Bioscience, Inc., a California corporation (f/k/a Cosmederm Technologies) ("**Assignor**"), and Cosmederm Bioscience, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks and the corresponding trademark registrations listed on Exhibit A (collectively, "**Assigned Trademarks**"), together with the business and goodwill associated with the Trademarks; and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the Effective Date (the "**Purchase Agreement**"), under which Assignor sells, conveys, transfers, and assigns to Assignee, as the successor to Assignor's ongoing and existing business, to which the Trademarks pertain, all right, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration received in full from said Assignee:

1. Pursuant to the Purchase Agreement, Assignor does sell, assign, transfer and set over unto Assignee and Assignee's successors and assigns, as successor to Assignor's ongoing and existing business, all rights, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks.
2. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement, dilution or other misappropriation of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States (and foreign counterparts, as applicable) to record the Trademarks and title to the Trademarks as the property of Assignee and its successors and assigns, in accordance with the terms of this Assignment.
4. Assignor will execute any other documents that may be reasonably necessary to establish Assignee as the owner of the Trademarks and of any intellectual property embodied in the Trademarks.
5. This Assignment will be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law principles.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

COSMEDERM BIOSCIENCE, INC.,
a California corporation

By: 
Name: Sean Edwards
Title: President

ASSIGNEE:

COSMEDERM BIOSCIENCE, INC.,
a Delaware corporation

By: 
Name: Joseph C. Pike
Title: Chief Executive Officer

Exhibit A

Trademarks

	Registration Number
COSMEDERM	2667107
COSMEDERM	2670018
COSMEDERM	2510339
REFINITY	2540722
TRICALM	3893604
COSMEDERM	1036816
REFINITY	1037904
TRICALM	1041192

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