

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
SkinVestment, LLC		07/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	M. Z. Berger & Co., Inc.		
Street Address:	29-76 Northern Blvd		
Internal Address:	4th floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2110195	BOO BOO BUDDY	
Registration Number:	3445626	FEVER BUDDY	
Registration Number:	3152169	SKINVESTMENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	718-472-7557		
Email:	mtitera@mzb.com		
Correspondent Name:	M. Z. Berger & Co., Inc.		
Address Line 1:	29-76 Northern Blvd		
Address Line 2:	4th floor		
Address Line 4:	Long Island City, NEW YORK 11101		
ATTORNEY DOCKET NUMBER:	SKINVESTMENTTMASSIGNMENTS		

OP \$90.00 2110195

NAME OF SUBMITTER:	MONICA TITERA
Signature:	/MONICA TITERA/
Date:	08/07/2012
<p>Total Attachments: 28</p> <p>source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page1.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page2.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page3.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page4.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page5.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page6.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page7.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page8.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page9.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page10.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page11.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page12.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page13.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page14.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page15.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page16.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page17.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page18.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page19.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page20.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page21.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page22.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page23.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page24.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page25.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page26.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page27.tif source=SkinVestment TM Purchase Agreement and Schedule 7.22.08#page28.tif</p>	

PURCHASE AND SALE AGREEMENT

(Sale of Assets of SkinVestment, LLC)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the 22nd day of July, 2008 (the "Effective Date"), by and between SKINVESTMENT, LLC, a Delaware limited liability company ("Seller or SkinVestment") and M.Z. BERGER & CO., INC., a New York corporation ("Purchaser").

RECITALS:

- A. SkinVestment is engaged in the business of design, manufacture, sale and distribution of therapeutic cool/warm products in both domestic and foreign markets (the "Business").
- B. Seller is the owner of Owned Assets (as defined in Section 2.02) which allow Seller to operate the Business.
- C. Purchaser desires to purchase all the Owned Assets and Seller has agreed to sell the Owned Assets to Purchaser according to the terms and conditions set forth below.
- D. Purchaser and Gloria Weissberg ("Weissberg"), a member of SkinVestment, have agreed on the terms of a Consulting Agreement which Weissberg has executed and delivered to Purchaser, which Purchaser will countersign and deliver to Weissberg simultaneously with the Closing.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I.
INTERPRETATION

Section 1.01 Defined Terms. As used herein, the following terms shall have the meanings indicated:

Accounts Receivable: Payments due to Seller from customers to whom Seller has shipped Existing Products prior to Closing Date.

Affiliate: With respect to any specified person or entity, another person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the specified person or entity.

Bill of Sale: A Bill of Sale to be executed by Seller and Purchaser at Closing, pursuant to which Seller shall convey to Purchaser all of the Owned Assets.

Books and Records: means manuals, price lists, mailing lists, lists of customers, inventory control procedures and data, sales and promotional materials, purchasing materials, quality control records and procedures, accounting records and tax records, in each case primarily relating to or primarily used in the Business,

Business Day: Any day, other than a Saturday or Sunday, on which national banks are open for business in Washington, DC.

Code: The Internal Revenue Code of 1986, as amended.

Consulting Agreement: The Consulting Agreement executed between Purchaser and Weissberg in the form attached hereto as Exhibit A.

Contracts: Contracts between Seller and third parties.

Customer Deposits: All deposits or advances of any kind or nature to SkinVestment from a customer of SkinVestment for delivery of its products.

Documents: This Agreement and all Exhibits hereto, and each other agreement, certificate or instrument delivered pursuant to this Agreement.

Earnout Payment: As defined in Section 2.04(b).

Existing Debt: Any third-party debt encumbering the Owned Assets prior to Closing.

Existing Products: Existing Products shall mean all products currently manufactured and sold by SkinVestment as of the date of this Agreement and/or other similar products with a polyurethane/polyvinyl or polyurethane outer film, containing a gel allowing the products to be warmed or cooled, including, without limitation, the following product lines:

- (a) Boo Boo Buddy (including Fever Buddy and Cool Band); and
- (b) BEAUTYKOOL (including Face Masque, Masque Liner, Eye Masque and Cooling Squares, Bosom Buddy and Bikini Buddy).

GAAP: Generally accepted accounting principles, consistently applied.

Inventory/Accounts Receivable Payment: That portion of the Purchase Price to be paid to Seller at Closing representing the value of the portion of the Owned Assets comprised of Accounts Receivable and inventory in Seller's possession or which Seller has paid for and will be shipped to Seller, excluding inventory that is of Questionable Commercial Merchantability. The Inventory/Accounts Receivable Payment is One Hundred Thousand Dollars (\$100,000.00), in the aggregate, subject to adjustment pursuant to Section 2.04(c) below.

Licenses. All certificates, licenses, and permits issued by governmental authorities in connection with the operation and conduct of the Business of SkinVestment.

Lien: Any pledge, hypothecation, title defect, right of first refusal, security or other adverse interest, encumbrance, claim, option, lien, lease or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting the Owned Assets, including any agreement to give or grant any of the foregoing, any conditional sale or other title

retention agreement, and the filing of or agreement to give any financing statement with respect to the Owned Assets under the Uniform Commercial Code or comparable law of any jurisdiction.

Loss: With respect to any person or entity, any and all costs, obligations, liabilities, demands, claims, settlement payments, awards, judgments, fines, penalties, damages and reasonable out-of-pocket expenses, including court costs, reasonable attorneys' fees, reasonable investigating fees and reasonable accountants' fees, whether or not arising out of a third party claim.

Material Adverse Effect: A material adverse effect on the assets, business, operations, financial condition or results of operations of SkinVestment, including, but not limited to, any SkinVestment receiving notice from any customers whose purchases from SkinVestment in 2007 exceeded Ten Thousand Dollars (\$10,000) that such customers intend to cease ordering SkinVestment products.

Net Revenues: Purchaser's gross dollar sales volume resulting from all sales transactions at invoice price, less deductions for trade discounts, returns and allowances, and sales taxes (or any use, value-added or similar taxes) included therein, whether or not separately stated on the invoice. Such Net Revenues shall be determined without deducting any income taxes, franchise taxes or uncollectible accounts. No costs incurred in the manufacture, sale, distribution, advertisement or exploitation of products shall be deducted from gross sales. A sale shall be deemed to occur when the product is shipped and invoiced by Purchaser.

Owned Assets: All tangible and intangible assets used in the operation of the business of SkinVestment, as described in Section 2.02.

Primary Payment: The sum of Three Hundred Thousand Dollars (\$300,000), forming a portion of the Four Hundred Thousand Dollars (\$400,000) to be paid to Seller at Closing.

Purchase Orders: Two outstanding Purchase Orders (there are no others) for Boo Boo Buddy units placed by SkinVestment as follows: Purchase Order No. 67 dated April 11, 2008 issued to O.K.K. Corporation in Maryland and Purchase Order No. 68 dated April 17, 2008 issued to O.K.K. Corporation, copies attached hereto as Exhibit F.

Purchase Price: The Inventory/Accounts Receivable Payment, and the Primary Payment in the total amount of Four Hundred Thousand Dollars (\$400,000), and all Earnout Payments, if any.

Purchaser's Representations and Warranties: The representations and warranties of Purchaser set forth in Article IV.

Questionable Commercial Merchantability: Existing Products where spots or spot-like material appears in the gel or may later appear in the gel, which may affect acceptability of the product by SkinVestment's customers.

Sales Orders: Open orders for Existing Products received by Seller prior to the Closing Date and orders Seller may receive for Existing Products after the Closing Date. Sales Orders do

not include orders for Existing Products where Seller has shipped on or before the Closing Date. Such shipment will result in "Accounts Receivable" as defined above.

Seller's Representations and Warranties: The representations and warranties of Seller set forth in Article V.

Taxes: All federal, state, local and foreign taxes including, without limitation, income, gains, transfer, unemployment, withholding, payroll, social security, real property, personal property, excise, sales, use and franchise taxes, levies, assessments, imposts, duties, licenses and registration fees and charges of any nature whatsoever, including interest, penalties and additions with respect thereto and any interest in respect of such additions or penalties.

Tax Return: Any return, filing, report, declaration, questionnaire or other document required to be filed for any period with any taxing authority (whether domestic or foreign) in connection with any Taxes (whether or not payment is required to be made with respect to such document).

Section 1.02 **Additional Defined Terms.** As used herein, the following terms shall have the meanings defined in the recitals or sections indicated below:

Agreement	Preamble
Assigned Contracts	Section 2.02(c)
Assumed Liabilities	Section 2.02(h)
Business	Recital A
Closing	Section 8.01
Closing Date	Section 8.01
Closing Statement	Section 8.02(a)(iii)
Consents	Section 4.04
Effective Date	Preamble
Excluded Liabilities	Section 2.02(h)
Indemnified Party	Section 9.04(a)
Indemnifying Party	Section 9.04(a)
Personal Property	Section 2.02(b)
Purchaser	Preamble
Seller	Preamble
Skin Vestment	Preamble

Article II.
AGREEMENT TO SELL AND PURCHASE SELLER'S OWNED ASSETS

Section 2.01 Sale of Owned Assets. Upon and subject to the terms and conditions provided herein, Seller will transfer and assign to Purchaser (or its designee, which designee may be any entity controlling or controlled by, directly or indirectly, Purchaser) the Owned Assets, free of all Liens encumbering the Owned Assets, and Purchaser shall pay Seller the Purchase Price as described in Section 2.04 below.

Section 2.02 Owned Assets. As of the Closing Date, all tangible and intangible assets used in, and material to, the operation of the Business as it is currently being operated by SkinVestment (the "Owned Assets") along with rights and interest in all products and intellectual property ever used or developed by SkinVestment which will be owned free of all Liens. Seller agrees not to consent to the creation of any Liens against the Owned Assets after the date of this Agreement. The Owned Assets include the following:

- (a) Products. All therapeutic cooling/warming products currently or historically in the SkinVestment product line, identified as follows:
 - (i) Boo Boo Buddy® products (Boo Boo Buddy®, My Boo Boo Buddy®, Fever Buddy® and Cool Band™); and
 - (ii) BEAUTYKOOL® products (Face Masque™, Masque Liner™, Eye Masque™, Bosom Buddy®, Cooling Squares™, and Bikini Buddy®).
- (b) Personal Property.
 - (i) Any and all trade fixtures and inventory used in connection with the Business as set forth on Schedule 2.02(b). In no event shall the Personal Property include any property owned by any member of Seller, notwithstanding the use of such property in connection with the management and administration of the Business.
 - (ii) Goodwill, going concern, and all existing warranties and guaranties (express or implied) issued to SkinVestment in connection with the Business or the Personal Property described in paragraph (b)(i) above.
 - (iii) the Intellectual Property set forth on Exhibit B.

The tangible and intangible property described above in Section 2.02(b) shall be referred to herein as the "Personal Property."

- (c) Books and Records. Seller has previously furnished books and records to Purchaser, and is furnishing additional books and records with this Agreement. Copies of all the books, records, accounts, customer lists, files, logs, ledgers and journals pertaining to or used in the operation of the Business, including, but not

limited to, any electronic data stored on computer disks or tapes, and originals of any of the foregoing that relate to the Business will not be delivered to Purchaser at Closing. Seller agrees to maintain the Books and Records for at least one (1) year and to provide Purchaser (at Purchaser's request) with access thereto and copies thereof during that one (1) year period. After the one year period Seller will give 60 days notice to Purchaser in the event Seller intends to destroy any books and records.

(d) Licenses. Any and all Licenses now held and used or useful in the operation of the Business, and any renewals, extensions, amendments or modifications thereof, except to the extent not transferable or assignable under applicable law.

(e) Miscellaneous Assets. Any other tangible or intangible assets, properties or rights of any kind or nature not otherwise described above in this Section 2.02 and now or hereafter owned by SkinVestment and used in connection with the operation of the Business, including, without limitation, any and all rights of SkinVestment in and to (i) all software, video tapes, films, brochures, marketing packages and other advertising and promotional materials used solely in connection with the Business; (ii) customer lists; and (iii) customer numbers.

(f) Excluded Assets. At Closing, the following assets shall not be considered Owned Assets and will not be conveyed by Seller to Purchaser: (i) any cash or other liquid assets in bank or investment accounts in the name of SkinVestment, (ii) all assets owned personally by any member of Seller, (iii) all assets owned by third parties, such as manufacturers and distributors; (iv) the office furniture, computer hardware and software, and furnishings located in Seller's offices at 3029 Q Street, N.W., Washington, DC; (v) any and all rights to the name "SkinVestment" and the registered trademark relating thereto; (vi) any monetary refunds that may be due to Seller, such as tax refunds or insurance premium refunds; and (vii) any and all rights of recovery or claims Seller has or may acquire against Seller's manufacturer or other third parties.

Section 2.03 Purchase Price. Subject to adjustment as provided herein, the aggregate amount of Purchaser's payment to Seller for the Owned Assets shall be the Purchase Price. The Purchase Price shall be comprised of the Inventory/Accounts Receivable Payment, the Primary Payment and the Earnout Payments:

- (a) Inventory/Accounts Receivable Payment and Primary Payment. The Inventory/Accounts Receivable Payment and Primary Payment shall be paid to Seller on the Closing Date by wire transfer of immediately available funds.
- (b) Earnout Payments. Earnout Payments shall be paid to Seller after the Closing Date in accordance with the following:

- (i) No later than February 28, 2009, Purchaser will pay to Seller Forty Thousand Dollars (\$40,000) if (and only if) Net Revenues from Existing Products for calendar year 2008 (including Net Revenues both before and after the Closing Date) exceed the Net Revenues of Seller from the Existing Products for calendar year 2007.
- (ii) No later than February 28, 2010 and February 28, 2011, Purchaser shall pay Seller an amount equal to three and one-half percent (3.5%) of Net Revenues generated by all Existing Products during calendar years 2009 and 2010, respectively.
- (iii) No later than February 28, 2012 and February 28, 2013, Purchaser shall pay Seller an amount equal to two and one-half percent (2.5%) of Net Revenues generated by all Existing Products during calendar years 2011 and 2012, respectively.
- (iv) No later than February 28, 2014, Purchaser shall pay an amount equal to one and one-half percent (1.5%) of Net Revenues generated by all Existing Products during calendar year 2013.
- (v) If Purchaser fails to make any Earnout Payment on or before the date such payment is due and payable, then Purchaser shall pay to Seller a late charge of five percent (5%) of the amount of such Earnout Payment. In addition, such Earnout Payment and such late fee shall bear interest at ten percent (10%) per annum from the date such Earnout Payment or late fee, respectively, became due to the date of payment thereof by Purchaser; provided, however, that nothing contained herein shall be construed as permitting Seller to charge or receive interest in excess of the maximum rate then allowed by law. Purchaser will also pay any attorney's fees incurred by Seller in pursuing delinquent Earnout Payments as set forth above.

(c) Reconciliation of Inventory/Accounts Receivables Payment. No later than 90 days subsequent to the Closing, Purchaser shall furnish to Seller a report setting forth the amount Purchaser has collected with respect to Seller's outstanding Accounts Receivable as of the Closing Date. If the sum of (i) the cost of the inventory delivered by Seller to Purchaser, plus (ii) Accounts Receivable actually collected by Purchaser is less than One Hundred Thousand Dollars (\$100,000), then Seller will pay Purchaser the shortfall within thirty (30) days after the reconciliation. If the sum of (i) the cost of the inventory delivered by Seller to Purchaser, plus (ii) Accounts Receivable actually collected by Purchaser exceeds One Hundred Thousand Dollars (\$100,000), then Purchaser will pay Seller the excess within thirty (30) days after the reconciliation. Seller may at its own expense and upon reasonable notice review Purchaser's books and records in accordance with (d) below. For purposes of this Agreement, the "cost" of inventory will include the amounts actually paid by Seller to the manufacturer thereof plus four cents (\$0.04) per unit as an agreed amount for the cost paid by Seller for the shipping,

insuring and cost of customs incurred in connection therewith, on the inventory delivered to Purchaser on or after Closing. Any inventory which is of Questionable Commercial Merchantability will not be taken into account for purposes of this section. Inventory the Purchaser deems to be obsolete or non salable will be returned to the Seller and deducted from the Inventory Accounts Receivable Payment.

(d) Reports: Audit. Seller may exercise the following audit provisions with regard to the Earnout and Reconciliation of Inventory/Accounts Receivables Payments, which audit provisions will expressly survive the closing of the transaction contemplated by this Agreement indefinitely.

(i) In order to enable Seller to verify the amount of Earnout and Reconciliation of Inventory/Accounts Receivables Payments payable hereunder, Purchaser shall keep, maintain (and shall cause each applicable Affiliate to keep and maintain) and update on a quarterly basis, true, correct and complete books of account and records with respect to all operations of the Business, including the recording of Net Revenues. All such books and records shall be kept in accordance with generally accepted accounting principles, consistently applied, and shall be segregated from all other matters. All such books, records, and other documentation pertaining to the Business during any calendar year for which an Earnout Payment is due shall be kept and maintained for at least three (3) years after the end of such calendar year. Purchaser will provide Seller with quarterly reports of Net Revenues, generated by Existing Products by the 20th day after the end of each calendar quarter.

(ii) At any time or from time to time after notice to Purchaser, Seller or its agents and accountants, shall have the right to make any examination or audit of the books, records and other materials (of Purchaser and of any applicable affiliate of Purchaser) which Purchaser is required to retain. If any such audit or inspection shall disclose that Earnout Payments payable for any period of time exceeds the Earnout Payment theretofore paid by Purchaser for such period, then Purchaser shall pay hereunder (i) the amount of such excess plus ten percent (10%) interest thereon for such period, and (ii) the cost of such examination or audit. The acceptance by Seller of Earnout Payments or statements thereof shall be without prejudice, and shall not constitute a waiver of Seller's rights either to claim a deficiency in the payments of Earnout Payments or to audit Purchaser's books and records.

(e) The rights to the Existing Product may be assigned or transferred in their entirety, without the consent of the Seller to any Affiliate of the Purchaser, or a third party on the reasonable determination of the Purchaser. If Purchaser sells or assigns any rights to any one or more of the Existing Products then Purchaser agrees that the buyer of any rights to any of the Existing Products will be required to report such buyer's Net Revenues from the sale of Existing Products. The Net Revenues generated by such buyer will be aggregated with the

Net Revenues from the Existing Products retained by Purchaser in order to calculate the Earnout Payment. Purchaser will remain fully liable to Seller for making all Earnout Payments, notwithstanding any sale of the entire Business or the rights to any one or more of the Existing Products. If Purchaser sells the entire Business to a third party, Purchaser will cause such third party to assume all Purchaser's obligations hereunder.

Article IIA.

PURCHASE ORDERS, SALES ORDERS, AND CONTRACTS

Section 2A.01 Purchase Orders: O.K.K. Corporation has advised Seller that the Existing Products called for by Purchase Orders 67 and 68 have been manufactured in Korea and are ready for shipment. Seller is concerned that some or all of this product is of Questionable Commercial Merchantability and has therefore instructed O.K.K. Corporation not to ship unless and until Seller has a final and favorable written test report from Consumer Product Testing Co. of Fairfield, New Jersey (the "Lab"), which is testing samples from the Purchase Order 67/68 production run. If the Lab's final written reports indicate that the products may be of Questionable Commercial Merchantability, Seller will advise O.K.K. Corporation not to ship the product. Purchaser shall thereupon have no obligation to O.K.K. Corporation, no right, title, or interest in such products, and no right, title, or interest in any claims with respect to those products, such claims to remain exclusively with Seller. If the Lab's written reports are favorable so that the products have little or no chance of being of Questionable Commercial Merchantability, Purchaser, at its sole and complete discretion may instruct O.K.K. Corporation to ship the products as Purchaser may direct. In the event Purchaser instructs O.K.K. to ship the products and the products upon examination by the Purchaser meet standards as determined at the Purchaser's sole discretion, Purchaser shall thereupon reimburse Seller for the 60% deposit Seller has paid to O.K.K. Corporation under the Purchase Orders in the total amount of \$18,589,82 (or a pro rata share of said amount in the event Purchaser deems certain products are not saleable), and shall in addition pay the remaining 40% balance or a lesser amount directly to O.K.K. Corporation upon receipt and examination of the products in Purchaser's warehouse. The resulting inventory shall then be owned by Purchaser. In the event Purchaser instructs O.K.K. to ship product, Purchaser will return to Seller products it deems non saleable for which it deducted payments or reimbursements as per above. Any payment or non-payment pursuant to this Section 2A.01 will be separate and apart from the reconciliation under Section 2.01(c). Seller shall retain all right, title, and interest in and to any claims Seller may have for losses incurred or suffered in connection with other purchase orders prior to the Closing Date.

Section 2A.02 Sales Orders: Attached hereto as Exhibit G is a list of all open Sales Orders received by Seller prior to the Closing Date. Purchaser assumes no liability with respect to any such Sales Order. Seller has advised Purchaser that because of Questionable Commercial Merchantability issues, Seller does not currently have sufficient inventory to fill all of these Sales Orders. After Closing, Purchaser and Seller will in good faith cooperate on how best to communicate with customers whose open Sales Orders might not be timely filled or filled at all. Seller will promptly forward to Purchaser all Sales Orders Seller receives after the Closing Date.

Neither Seller nor Purchaser will have any obligation to accept or fill any such orders and will in good faith cooperate on how best to communicate with such potential customers.

Section 2A.03 Contracts: A list of Contracts between Seller and third parties is attached hereto as Exhibit D. Seller has previously furnished to Purchaser copies of the written Contracts. Seller is not assigning to, and Purchaser is not assuming, any of these Contracts or any of Seller's rights or obligations thereunder. This provision is without prejudice to Purchaser's opportunity to contact the parties to these Contracts with a view toward assuming the Contracts or negotiating a new contract. Seller and Purchaser will in good faith cooperate in contacting such parties and Gloria Weissberg will also give her cooperation pursuant to the Consulting Agreement. Whether or not Purchaser decides to assume such Contracts, to negotiate new contracts, or not to pursue these options is entirely within Purchaser's discretion.

Article III. DUE DILIGENCE

Section 3.01 Investigation. Purchaser acknowledges that it has had a sufficient period of time and opportunity prior to the date of this Agreement in which to conduct inspections and studies of the Business described in this Section 3.01.

- (a) **Access to Records.** Purchaser acknowledges that Seller has permitted Purchaser and Purchaser's agents, attorneys, employees, invitees and representatives reasonable access to SkinVestments records of and relating to the Business for purposes of conducting such studies of the Business as Purchaser deems necessary including, without limitation, market studies, business plan studies and such other studies and/or investigations as Purchaser may deem necessary or desirable to evaluate the Business.
- (b) **Inspection of Documents.** Purchaser acknowledges that Seller has delivered or caused to be delivered to Purchaser such documents and information concerning SkinVestment and the Business as may be reasonably requested by Purchaser (to the extent the same are in Seller's possession), including, without limitation, those documents listed on Exhibit C hereto.
- (c) **Lien Searches.** Purchaser has, as it has deemed necessary and at its sole cost and expense, obtain searches of public records for liens against the Owned Assets. Purchaser is satisfied as to results of such searches and has no objections thereto.
- (d) **Closing Schedules.** Seller will provide Purchaser the following schedules at Closing:
 - (i) list of aged Accounts Receivable;

- (ii) schedule of all inventory possessed and purchased by Seller (including description, quantity and all LDP);
- (iii) current customer allowances, markdowns, claims, and any other Accounts Receivable dilution;
- (iv) the Purchase Orders;
- (v) list of all outstanding Sales Orders received by Seller prior to Closing;
- (vi) list of litigation, asserted or unasserted claims of which Seller has knowledge;
- (vii) list of registered marks and all intellectual property, sorted by country, registration number and status;
- (viii) all testing reports on any SkinVestment products; and
- (ix) Seller's disclosure statement (attached hereto as Schedule 3.01(d)) regarding Questionable Commercial Merchantability of products.

Section 3.02 Title. Seller shall cause to be released at or prior to Closing all monetary liens and encumbrances encumbering the Owned Assets, and except as expressly permitted in this Agreement, Seller shall not cause any change in the status of title to the Owned Assets prior to Closing.

Article IV.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

Section 4.01 Organization, Good Standing and Entity Authority. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite authority to own and operate its properties and carry on its business.

Section 4.02 Authorization and Binding Effect of Documents. Purchaser has all requisite power and authority to enter into this Agreement and, at Closing, shall have all requisite power and authority to enter into the other Documents to which it is a party and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby, on the terms and subject to the conditions herein, have been duly authorized by all necessary action on the part of Purchaser and its stockholders. This Agreement has been, and each of the other Documents at or prior to Closing will be, duly executed and delivered by Purchaser. This Agreement constitutes (and each of the other Documents, when executed and delivered, will constitute) the valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

Section 4.03 Absence of Conflicts. The execution, delivery and performance by Purchaser of this Agreement and the other Documents, and consummation by Purchaser of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to modify, terminate or accelerate any obligation under, the provisions of any organizational documents of Purchaser, any laws or regulations to which Purchaser is subject, or any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Purchaser is subject.

Section 4.04 Consents. The execution, delivery and performance by Purchaser of this Agreement and the other Documents do not require the authorization, consent, approval, exemption, clearance or other action by or notice or declaration to, or filing with, any court or administrative or other governmental body, or the consent, waiver or approval of any other person or entity (collectively, "Consents"). On or before Closing, Purchaser shall obtain all Consents necessary for the consummation by Purchaser of the transactions contemplated hereby and the other Documents. Purchaser is not aware of any such Consents that will not be readily obtainable in due course.

Section 4.05 Broker's or Finder's Fees. No agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Purchaser (or any of its Affiliates) is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Purchaser in connection with the transactions contemplated by this Agreement. Purchaser agrees to indemnify and hold Seller harmless from any Loss resulting from a breach of this representation and warranty. Notwithstanding the provisions of Section 9.01, such agreement to indemnify shall survive the Closing without limitation.

Article V. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

Section 5.01 Authorization and Binding Effect of Documents. Seller has all requisite power and authority to enter into this Agreement and, at Closing, shall have all requisite power and authority to enter into the other Documents to which it is a party and to consummate the transactions contemplated by this Agreement and such other Documents. This Agreement has been, and each of the other Documents at or prior to Closing will be, duly executed and delivered by Seller. This Agreement constitutes (and each of the other Documents, when executed and delivered, will constitute) the valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

Section 5.02 Absence of Conflicts. The execution, delivery and performance by Seller of this Agreement and the other Documents, and consummation by Seller of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to modify, terminate or accelerate any obligation under, any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Seller is bound or affected, or any law, statute, rule, judgment, order or decree to which Seller is subject.

Section 5.03 Consents. The execution, delivery and performance by Seller of this Agreement and the other Documents, and consummation by Seller of the transactions contemplated hereby and thereby, do not and will not require the authorization, consent, approval, exemption, clearance or other action by or notice or declaration to, or filing with, any court or administrative or other governmental body, or the consent, waiver or approval of any other person or entity.

Section 5.04 Broker's or Finder's Fees. No agent, broker, investment banker, or other person or firm acting on behalf of Seller or under Seller's authority or under the authority of any of them, is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify and hold Purchaser and its Affiliates harmless from any Loss resulting from a breach of the representations and warranties set forth in this Section. Notwithstanding the provisions of Article IX below, such agreement to indemnify shall survive the Closing without limitation.

Section 5.05 Ownership.

- (a) SkinVestment owns all of the Owned Assets free of all Liens other than those that will be paid off and released at Closing.
- (b) There are no entities in which SkinVestment owns, directly or indirectly, an interest.

Section 5.06 No Judgments. Except as expressly disclosed to Purchaser on Exhibit E, there are no judgments presently outstanding and unsatisfied against SkinVestment or any member of SkinVestment and neither SkinVestment nor any member of SkinVestment is involved in any litigation at law or in equity, or in any proceeding before any court, or by or before any governmental or administrative agency, which judgment, litigation or proceeding could reasonably be anticipated to have a Material Adverse Effect on SkinVestment or any member of SkinVestment and, to their knowledge, no such material judgment, litigation or proceeding is threatened against SkinVestment or any member of SkinVestment and, to their knowledge, no investigation which could result in such a proceeding has begun or is contemplated.

Section 5.07 Quality of Inventory. To Seller's knowledge, except for the inventory recently manufactured in Korea which may be of Questionable Commercial Merchantability (of which issue Purchaser was previously notified by Seller), and certain inventory that may be

dehydrated due to age, all inventory of Seller is of good quality and saleable to retail and individual purchasers.

Section 5.08 Books and Records. To Seller's knowledge, the Books and Records of Seller relating to the Business, including financial records and books of account, are correct, complete and current in all material respects and have been maintained in accordance with sound business practices. To Seller's knowledge, such Books and Records accurately, completely and fairly reflect the income, expenses, assets and liabilities (other than contingent claims and similar non-contractual liabilities) of the Business.

Section 5.09 Assets. Seller has good, marketable and valid title to the Assets, and free and clear of all Liens. None of the Assets are held by Seller under any lease, security agreement, conditional sales contract, or other title retention or security arrangement.

Section 5.10 Compliance with Laws. Seller has complied in all material respects with all Laws applicable to the Business or the Owned Assets.

Section 5.11 [Deleted].

Section 5.12 Insurance. Seller maintains fire and casualty, liability, theft and other forms of insurance covering the Business in amounts and providing coverage against such losses and risks as are generally maintained for comparable businesses and properties. Such policies of insurance are deemed to be adequate by Seller and will be outstanding and fully in force through the Closing Date. There is no claim by Seller pending under any of such policies as to which coverage has been questioned, denied or disputed by the underwriters thereof.

Section 5.13 Customs and Importation. To Seller's knowledge, all of Seller's inventory is in compliance with all United States customs and importation laws and regulations.

Section 5.14 Product Safety Issues. To Seller's knowledge, all inventory is safe for consumer use and poses no known health issues or environmental issues outside any health or environmental issues which may be ordinarily associated with products similar to Seller's existing products such as "Band-Aids," "Breathe Right Strips" or other similar products, except for the possible risks of the products with spots or spot-like material as set forth in Schedule 3.01(d). To Seller's knowledge, except per Exhibit E, there are no pending or threatened claims by customers that are materially disproportionate to customer claims as a percentage of gross sales by Seller over the two years preceding the date of this Agreement.

Section 5.15 Accounts Receivable. To Seller's knowledge, all Accounts Receivable existing as of the date of this Agreement are free and clear of all Liens and are legal, valid, and binding payment obligations of the related obligors, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or similar laws.

Section 5.16 Representations Complete. None of the representations or warranties made by Seller in this Agreement (including the Exhibits and the Schedules hereto), nor any statement made in any Schedule, Exhibit, certificate, instrument or list furnished or to be furnished by or on behalf of either Seller pursuant hereto or thereto or in connection with the transactions contemplated hereby, contained, contains or will contain, to Seller's knowledge, on the date

delivered any untrue statement of a material fact, or omitted, omits or will omit on such date to state any material fact necessary in order to make the statements made, in light of the circumstances under which made, not misleading. Seller has disclosed to Purchaser all facts of which it has knowledge that could reasonably be expected to have a Material Adverse Effect.

As used in this Article V, the phrase "to Seller's knowledge" shall mean and refer to the actual knowledge of Gloria Weissberg and Michael Nussbaum, who are the persons most knowledgeable about SkinVestment, after making due inquiry of other employees of SkinVestment, and such knowledge as each of those individuals should reasonably have after reasonable inquiry considering their positions with the Seller.

Article VI. COVENANTS

Section 6.01 Notification of Certain Matters. Each party shall give prompt notice to the other parties of the occurrence, or failure to occur, of any event of which Purchaser, or the Seller obtains actual knowledge that causes any of their respective representations or warranties contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing Date.

Section 6.02 Publicity. The parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party, except as required by law or applicable regulations, including any disclosure requirements of any party. If required by law, or if required by applicable disclosure requirements, Purchaser may disclose certain information concerning the transaction and issue one (1) or more press releases concerning the execution of this Agreement and/or the purchase of SkinVestment, provided that such disclosure of information or press releases shall have been reviewed and approved by each party to this Agreement.

Section 6.03 Material Adverse Effect. Each party constituting Seller will promptly notify Purchaser of any event of which he or she obtains actual knowledge that has had or could reasonably be expected to have a Material Adverse Effect.

Section 6.04 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each party will use its commercially reasonable efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

Section 6.05 Casualty. In the event that all or any portion of inventory is damaged or destroyed by fire or other casualty prior to Closing, Seller shall promptly notify Purchaser of the same. Seller will be responsible for any losses of inventory prior to Closing and any such inventory destroyed or damaged prior to Closing will be deducted from the inventory used to reconcile the Inventory/Accounts Receivable Payment after Closing.

Article VII.
CONDITIONS PRECEDENT TO THE OBLIGATION
OF PURCHASER AND SELLER TO CLOSE

Section 7.01 Conditions to Purchaser's Obligation to Close. The obligation of Purchaser to proceed to Closing is subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by Purchaser at or prior to Closing:

- (a) Seller shall have performed all of its obligations under this Agreement which are required to be performed at or prior to Closing.
- (b) All representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of Closing.
- (c) Seller shall have executed and delivered all of the documents required to be delivered at Closing pursuant to Section 8.02(a).
- (d) Weissberg and Purchaser have executed the Consulting Agreement.
- (e) No Material Adverse Effect shall have occurred and be continuing.

The failure of any condition set forth in this Section 7.01 to be satisfied shall operate only to relieve Purchaser of its obligation to proceed with the Closing of this transaction.

Section 7.02 Conditions to Seller's Obligation to Close. The obligation of Seller to proceed to Closing is subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by Seller at or prior to Closing:

- (a) Purchaser shall have performed all of its obligations under this Agreement which are required to be performed at or prior to Closing.
- (b) All representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects as of Closing.
- (c) Weissberg and Purchaser have executed the Consulting Agreement.
- (d) Purchaser and Seller shall have executed and delivered all of the documents required to be delivered at Closing pursuant to Sections 8.02(a) and 8.02(b), respectively.

Article VIII.
CLOSING

Section 8.01 Time and Place. Closing of Purchaser's acquisition of the Owned Assets pursuant to this Agreement (the "Closing") shall take place by delivery of documents by overnight delivery or by facsimile and wire transfer of funds not later than 5:00 P.M. (Eastern Standard Time) on or before July 22, 2008 (the "Closing Date").

Section 8.02 Delivery of Documents at Closing.

- (a) At Closing, Seller shall:
 - (i) Execute, acknowledge and deliver the Bill of Sale.
 - (ii) Execute, acknowledge as appropriate and deliver such additional documents as may be necessary or customary to consummate the transaction contemplated by this Agreement.
- (b) At Closing, Purchaser shall:
 - (i) Pay the Inventory/Accounts Receivable Payment and the Primary Payment.
 - (ii) Execute, acknowledge and deliver the Bill of Sale.
 - (iii) Provide such evidence of the power and authority of Purchaser to consummate the transaction described in this Agreement as Seller may reasonably require.
 - (iv) Execute, acknowledge and deliver such additional documents as may be necessary or customary to consummate the transaction contemplated by this Agreement.

Section 8.03 Closing Costs. Except as otherwise specifically provided in this Agreement, Purchaser and Seller shall each pay the fees and expenses of their own attorneys, accountants, financial advisors, investment bankers and employees, and the fees and costs associated with the formation, wind-down or dissolution of any legal entity controlled by them, in connection with the transactions described in this Agreement.

Article IX.
INDEMNIFICATION

Section 9.01 Indemnification. All representations, warranties, covenants and agreements in this Agreement or any other Document shall survive the Closing as set forth in Section 11.03. The rights to indemnification set forth in this Article IX shall be exclusive of all other rights to monetary damages that any party (or the party's successors or assigns) would otherwise have by statute or common law in connection with the transactions contemplated by this Agreement or any other Document.

Section 9.02 By Seller. Subject to the terms and conditions of this Article IX, Seller covenants and agrees to defend, indemnify and hold harmless Purchaser, and its shareholders, officers, directors, employees, agents, advisers and representatives (collectively, the "Purchaser Indemnitees"), from and against, and pay or reimburse the Purchaser Indemnitees for, any and all claims, liabilities (including liabilities for Taxes), obligations, losses, fines, expenses, costs, proceedings, deficiencies, judgments, penalties or damages (whether absolute, accrued or conditional and whether or not resulting from third party claims), including reasonable out-of-

pocket expenses, consulting fees, court costs, expert witness fees and reasonable attorneys' fees and expenses incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder (collectively, "Losses"), resulting from or arising out of:

- (a) any misrepresentation or breach of any warranty of Seller made or contained in this Agreement;
- (b) any failure of Seller to perform any covenant or agreement made or contained in this Agreement or fulfill any obligation in respect thereof;
- (c) any and all of the Excluded Liabilities;
- (d) any customer, governmental or any other third party claims relating to inventory shipped by Seller prior to closing or inventory purchased or Purchase Orders assumed by Purchaser and shipped by Purchaser to customers subsequent to the closing; and
- (e) any retail audits conducted by Seller's customers relating to the period prior to the Closing Date.

Section 9.03 By Purchaser. Subject to the terms and conditions of this Article IX, Purchaser covenants and agrees to defend, indemnify and hold harmless Seller, its Affiliates and their respective members, officers, directors, employees, agents, advisers and representatives (collectively, the "Seller Indemnitees"), from and against, and pay or reimburse the Seller Indemnitees for, any and all Losses resulting from or arising out of:

- (a) any misrepresentation or breach of warranty of Purchaser made or contained in this Agreement;
- (b) any failure of Purchaser to perform any covenant or agreement made or contained in this Agreement or fulfill any other obligation in respect thereof; and
- (c) any retail audits conducted by Purchaser's customers relating to the period after the Closing Date any audits conducted by Purchaser's licensors relating to the period after the Closing Date.

Section 9.04 Administration of Indemnification. For purposes of administering the indemnification provisions set forth in Sections 9.02 and 9.03, the following procedure shall apply:

- (a) Whenever a claim shall arise for indemnification under this Article, the party entitled to indemnification (the "Indemnified Party") shall reasonably promptly give written notice to the party from whom indemnification is sought (the "Indemnifying Party") setting forth in reasonable detail, to the extent then available, the facts concerning the nature of such claim and the basis upon which the Indemnified Party believes that it is entitled to indemnification hereunder.

- (b) In the event of any claim for indemnification resulting from or in connection with any claim by a third party, the Indemnifying Party shall be entitled, at its sole expense, either (i) to participate in defending against such claim or (ii) to assume the entire defense with counsel which is selected by it and which is mutually agreed upon by the parties, provided that no settlement shall be made and no judgment consented to without the prior written consent of the Indemnified Party which shall not be unreasonably withheld. If, however, (i) the claim, action, suit or proceeding would, if successful, result in the imposition of damages for which the Indemnifying Party would not be solely responsible, or (ii) representation of both parties by the same counsel would otherwise be inappropriate due to actual or potential differing interests between them, then the Indemnifying Party shall not be entitled to assume the entire defense and each party shall be entitled to retain counsel who shall cooperate with one another in defending against such claim. In the case of clause (i) of the preceding sentence, the Indemnifying Party shall be obligated to bear only that portion of the expense of the Indemnified Party's counsel that is in proportion to the damages indemnifiable by the Indemnifying Party compared to the total amount of the third-party claim against the Indemnified Party.
- (c) If the Indemnifying Party does not choose to defend against a claim by a third party, the Indemnified Party may defend in such manner as it deems appropriate or settle the claim (provided that the Indemnifying Party gives its consent to the settlement, which consent shall not be unreasonably withheld) on such terms as the Indemnified Party may deem appropriate, and the Indemnified Party shall be entitled to periodic reimbursement of defense expenses incurred and prompt indemnification from the Indemnifying Party in accordance with this Article.
- (d) Failure or delay by an Indemnified Party to give a reasonably prompt notice of any claim (if given prior to expiration of any applicable survival period) shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect to the claim, except to the extent that the Indemnifying Party can demonstrate actual loss or prejudice as a result of such failure or delay.

Article X.
[DELETED]

Article XI.
DEFAULT AND TERMINATION

Section 11.01 Purchaser's Right of Termination. This Agreement may be terminated prior to Closing by Purchaser in the event that Seller defaults under this Agreement and fails to cure such default as provided herein.

Section 11.02 Seller's Right of Termination. This Agreement may be terminated by Seller if Purchaser fails to tender the documents and funds set forth in Section 8.02(b) by the Closing Date, provided that Seller is not in default hereunder. Purchaser will notify Seller of any alleged default, specifying the nature thereof.

Section 11.03 Survival. Except as expressly set forth to the contrary herein, Seller's and Purchaser's representations and warranties shall survive the Closing and not be merged therein for a period of twelve (12) months and Seller or Purchaser shall only be liable to the other party hereunder for a breach of the other party's representations and warranties made herein or in any of the documents executed at the Closing with respect to which a claim is made by the other party on or before twelve (12) months after the date of the Closing. Anything in this Agreement to the contrary notwithstanding, the maximum aggregate liability of Seller for breaches of its representations and warranties shall be limited as set forth in Section 9.03. Notwithstanding the foregoing, however, if the Closing occurs, Purchaser hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity, under this Agreement or otherwise to make a claim against Seller for damages that Purchaser may incur, or to rescind this Agreement, as the result of any of Seller's representations and warranties being untrue, inaccurate or incorrect if (a) Purchaser knew or is deemed to know that such representation or warranty was untrue, inaccurate or incorrect at the time of the Closing, or (b) Purchaser's damages as a result of such representations or warranties being untrue, inaccurate or incorrect are reasonably estimated to aggregate less than Ten Thousand Dollars (\$10,000).

Article XII. MISCELLANEOUS

Section 12.01 Further Actions. From time to time before, at and after the Closing, each party, at its expense and without further consideration, will execute and deliver such documents as reasonably requested by any other party in order more effectively to consummate the transactions contemplated hereby. By way of example and not limitation, Seller will execute any transfers and assignment of rights to the Intellectual Property which Purchaser may require, provided Purchaser will bear any cost of preparation and filing thereof.

Section 12.02 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by courier (including overnight delivery service) or sent by registered or certified mail, first class, postage prepaid, or by facsimile (provided that an additional copy is delivered by one of the foregoing methods), addressed as follows:

(a) If to Seller, to:

c/o Michael Nussbaum, Esq.
3029 Q Street, NW
Washington, DC 20007
Telephone: (202) 333-2459
Telecopier: (202) 338-1935

with a copy to:

Tatusko Kennedy, PC
3016 Williams Drive, Suite 200
Fairfax, VA 22031
Attention: Wayne G. Tatusko, Esq.
Telephone: (703) 205-0710
Telecopier: (703) 205-9059

(b) If to Purchaser, to:

Mr. Steven Kuritzky
Vice President, Business Affairs
M.Z. Berger & Co., Inc.
29-76 Northern Boulevard, 4th Floor
Long Island City, NY 11101
Telephone: (718) 472-7527
Telecopier: (718) 472-7674

or such other address as a party may from time to time notify the other party in writing (as provided above). Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third business day following the date so mailed, (ii) if delivered by courier, on the date received and (iii) if sent by facsimile, on the date transmitted.

Section 12.03 Entire Agreement. This Agreement, the Exhibits and the other Documents contain the entire understanding among the parties with respect to the subject matter hereof and are intended to be a full integration of all prior or contemporaneous agreements, conditions or undertakings between Seller and Purchaser. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, among the parties with respect to the subject matter hereof other than as set forth in this Agreement and the Exhibits and other Documents.

Section 12.04 Not Construed Against Drafter. This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

Section 12.05 Binding Effect: Benefits. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or permitted assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 12.06 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

Section 12.07 Amendments and Waivers. No term or provision of this Agreement may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

Section 12.08 Severability. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

Section 12.09 Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 12.10 Counterparts. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Section 12.11 References. All references in this Agreement to Articles and Sections are to Articles and Sections contained in this Agreement unless a different document is expressly specified.

Section 12.12 Exhibits. Unless otherwise specified herein, each Exhibit referred to in this Agreement is attached hereto, and each such Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

Section 12.13 Attorneys' Fees. In the event any party brings an action to enforce or interpret any of the provisions of this Agreement, the "prevailing party" in such action shall, in addition to any other recovery, be entitled to its reasonable attorneys' fees and expenses arising from such action and any appeal or any bankruptcy action related thereto, whether or not such matter proceeds to court. For purposes of this Agreement, "prevailing party" shall mean, in the case of a person asserting a claim, such person is successful in obtaining substantially all of the relief sought, and in the case of a person defending against or responding to a claim, such person is successful in denying substantially all of the relief sought.

Section 12.14 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY ANY OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, OR THE RELATIONSHIP OF THE PARTIES HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

Section 12.15 Facsimile Signatures. Signatures to this Agreement transmitted by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other parties, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied signature and shall accept the telecopied signature of each other party to this Agreement.

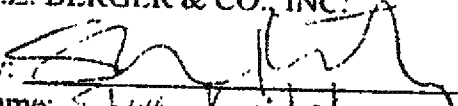
Section 12.16 Time of the Essence. TIME SHALL BE OF THE ESSENCE OF EACH AND EVERY TERM AND PROVISION OF THIS AGREEMENT.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

PURCHASER:

M.Z. BERGER & CO., INC:

By: 
Name: Steven Kvitely
Title: VP, BUSINESS DEVELOPMENT

SELLER:

SKINVESTMENT, LLC

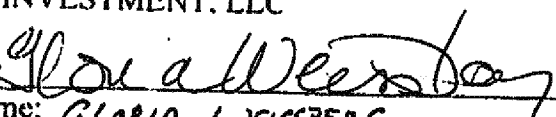
By: 
Name: GLORIA WEISSBERG
Title: MANAGING MEMBER, PRESIDENT

EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Form of Consulting Agreement
Exhibit B	Trademarks and other intellectual property
Exhibit C	Document Deliveries
Exhibit D	Contracts
Exhibit E	Disclosure of Claims Against Seller
Exhibit F	Purchase Orders
Exhibit G	List of Open Sales Orders

Schedule 2.02(b)	Trade Fixtures and Inventory
Section 3.01(d)	Disclosure as to Questionable Commercial Merchantability

EXHIBIT B

Trademarks

- United States Patent for BEAUTYKOOL® Face Masque™ and Eye Masque™ (No. 6, 241, 711)
- Boo Boo Buddy® registered trademark (registered in US, European Union, Canada, Chile, Mexico, Israel and Thailand).
- BEAUTYKOOL® registered trademark
- United States registered trademarks for BEAUTYKOOL'S Bikini Buddy® and Bosom Buddy®
- Pending United States Trademark applications for Fever Buddy™ and Cool Buddy™
- "CE" Marking for SkinVestment® products Boo Boo Budy, Fever Buddy, Eye Masque and Face Masque sold in Europe.

Ex. B - p. 1

Closing Schedule 3.01(d)(vii)

STATUS OF SKINVESTMENT'S TRADEMARKS BY COUNTRY

(1 page)

Trademark	Status	App No	Filed	Country	Reg No.	Reg Date	Next Deadline	Due Date
BOO BOO BUDDY	Registered	1133181	05-Mar-2002	Canada	600195	21-Jan-2004	First Renewal	21-Jan-2019
BOO BOO BUDDY	Registered	669630	15-Dec-2004	Chile	728790	06-Jul-2005	First Renewal	06-Jul-2015
BOO BOO BUDDY	Registered	669631	15-Dec-2004	Chile	728751	06-Jul-2005	First Renewal	06-Jul-2015
BOO BOO BUDDY	Registered	669632	15-Dec-2004	Chile	728752	06-Jul-2005	First Renewal	06-Jul-2015
BOO BOO BUDDY	Registered	2601508	04-Mar-2002	European Community	2601508	08-Sep-2003	First Renewal	04-Mar-2012
BOO BOO BUDDY	Registered	180876	25-May-2005	Israel	180876	25-May-2005	First Renewal	25-May-2015
BOO BOO BUDDY	Registered	540103	20-Mar-2002	Mexico	822783	20-Mar-2002	First Renewal	20-Mar-2012
BOO BOO BUDDY	Registered	42004011984	20-Dec-2004	Philippines	42004011984	17-Aug-2006	Declaration of Use	17-Aug-2011
BOO BOO BUDDY	Registered	592598	07-Jun-2005	Thailand	TN4239075	05-Apr-2006	First Renewal	06-Jun-2015
BRUISE BUSTER	Registered	2330307	24-Apr-2003	United Kingdom	2330307	19-Sep-2003	First Renewal	24-Apr-2013
BEAUTYKOOOL	Registered	76/102817	01-Aug-2000	United States of America	2802753	06-Jan-2004	Att of Use - 6 Year	06-Jun-2010
BIKINI BUDDY	Registered	76/387515	27-Mar-2002	United States of America	2782860	11-Nov-2003	Att of Use - 6 Year	11-Nov-2009
BOO BOO BUDDY	Registered	74/305050	17-Aug-1992	United States of America	2110195	01-Nov-1997	Next Renewal	04-Nov-2017
BOO BOO BUDDY	Allowed	76/305,788	28-Aug-2001	United States of America			Statement of Use Final	24-Jan-2009
BOO BOO BUDDY	Published	77/261765	22-Aug-2007	United States of America				
BOSOM BUDDY	Registered	76/387215	27-Mar-2002	United States of America	2865483	20-Jul-2004	Att of Use - 6 Year	20-Jul-2010
COOL BUDDY	Allowed	78/903618	08-Jun-2006	United States of America			Statement of Use 2nd Extension	28-Aug-2008
FEVER BUDDY	Registered	76/498,573	19-Mar-2003	United States of America	3445626	10-Jun-2008	Att of Use - 6 Year	10-Jun-2014
MY BOO BOO BUDDY (& Design)	Registered	76/094,949	24-Jul-2000	United States of America	2727631	17-Jun-2003	Att of Use - 6 Year	17-Jun-2009
SKINVESTMENT	Registered	78/892391	22-Mar-2005	United States of America	3152160	03-Oct-2006	Att of Use - 6 Year	03-Oct-2012

17 July 2008

TRADEMARK

REEL: 004840 FRAME: 0865

RECORDED: 08/07/2012