

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank		12/24/2012	Banking Association: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Physicians Care Alliance, LLC
<b>Street Address:</b>	6710 East Camelback Road, Suite 230
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85251
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	4025040	OXYGENATING TRIO
Registration Number:	4008588	ULTRA PEEL FORTE
Registration Number:	4116932	SMOOTHING BODY PEEL
Registration Number:	4014975	PIGMENT BAR
Registration Number:	4025039	DRY SKIN RELIEF BAR
Serial Number:	85109633	COLLAGEN HYDRATOR
Registration Number:	3963836	BRIGHTENING THERAPY
Serial Number:	85109611	BLEMISH CONTROL BAR
Registration Number:	4030880	A & C SYNERGY SERUM
Registration Number:	2863801	PCA SKIN
Registration Number:	2865758	PCA SKIN
Registration Number:	2736777	C-QUENCH
Registration Number:	2931673	PCA
Registration Number:	3837903	PCA SKIN

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Registration Number:	3471092	PIGMENT GEL
Registration Number:	3397373	EXLINEA
Registration Number:	3406253	PCA SKIN
Registration Number:	3415305	PCA SKIN
Registration Number:	3415304	PCA SKIN
Registration Number:	3323386	PCA
Registration Number:	2571997	SENSI PEEL
Registration Number:	2528392	SENSI PEEL
Registration Number:	2486790	THERE'S SCIENCE BEHIND IT
Registration Number:	2519195	ULTRA PEEL
Registration Number:	2444020	ULTRA PEEL
Registration Number:	2403056	PHYSICIAN'S CHOICE
Registration Number:	2168976	PIGMENT GEL
Registration Number:	2170792	APRES PEEL
Registration Number:	2095085	PCA PEEL
Registration Number:	2121227	SILKCOAT

**CORRESPONDENCE DATA**

Fax Number: 6175231231  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-570-1000  
Email: rthomas@goodwinprocter.com  
Correspondent Name: Ryan E. Thomas  
Address Line 1: Goodwin Procter LLP  
Address Line 2: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	125142-218520
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	12/26/2012

Total Attachments: 6  
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**TRADEMARK**

## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is effective as of this 24<sup>th</sup> day of December, 2012 (the "Release Date") by Comerica Bank, a Texas banking association (the "Secured Party"), for the benefit of Physicians Care Alliance, LLC, Inc., an Arizona limited liability company (the "Grantor").

WHEREAS, the Grantor has entered into that certain Letter Agreement and that certain Fixed Rate Installment Note, both dated January 25, 2011, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, collectively referred to as the "Loan Agreement");

WHEREAS, the Grantor has entered into that certain Intellectual Property Security Agreement, dated January 25, 2011, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor granted to the Secured Party security interests and mortgage in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral");

(a) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products nor or hereafter existing, created, acquired or held;

(b) any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(c) any trademarks and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation, those identified in Exhibit A attached hereto and made a part hereof (the "Trademarks");

(d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, continuations-in-part of the same, including without limitation the patents and patent applications identified in Exhibit B attached hereto and made a part hereof (the "Patents");

(e) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) all licenses or other rights to use any of the Trademarks or Patents, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) all amendments, extensions, renewals and extenuations of any of the Trademarks or Patents, and;

(h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademarks and Patents; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing and satisfied all of its obligations under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Intellectual Property Collateral, and the Secured Party desires to release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under the Intellectual Property Collateral granted to Secured Party by the Grantor under the Loan Agreement and Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Termination of Rights and Obligations. Secured Party agrees that all of Grantor's representations, warranties, and covenants and all of Secured Party's Rights, as set forth in the Security Agreement, are hereby terminated and shall have no further force or effect. Without limiting the foregoing, Secured Party agrees that the appointment of the Secured Party as the Grantor's attorney-in-fact, as set forth in the Security Agreement, is hereby revoked.

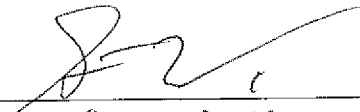
4. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed and delivered by its duly authorized officer as of the Release Date.

COMERICA BANK,

By:   
Name: STEVEN R. SPANGLER  
Title: VICE-PRESIDENT

**EXHIBIT A**

**The Trademarks**

<b><u>Trademark</u></b>	<b><u>Application/ Registration Number</u></b>	<b><u>Application/ Registration Date</u></b>	<b><u>Country</u></b>
OXYGENATING TRIO	4,025,040	13-Sep-2011	U.S.A.
ULTRA PEEL FORTE	4,008,588	9-Aug-2011	U.S.A.
SMOOTHING BODY PEEL	4,116,932	27-Mar-2012	U.S.A.
PIGMENT BAR	4,014,975	23-Aug-2011	U.S.A.
DRY SKIN RELIEF BAR	4,025,039	13-Sep-2011	U.S.A.
COLLAGEN HYDRATOR	85/109,633	17-Aug-2010	U.S.A.
BRIGHTENING THERAPY	3,963,836	17-May-2011	U.S.A.
BLEMISH CONTROL BAR	85/109,611	17-Aug-2010	U.S.A.
A & C SYNERGY SERUM	4,030,880	27-Sep-2011	U.S.A.
PCA SKIN	2,863,801	13-Jul-2004	U.S.A.
PCA SKIN	2,865,758	20-Jul-2004	U.S.A.
C-QUENCH	2,736,777	15-Jul-2003	U.S.A.
PCA	2,931,673	8-Mar-2005	U.S.A.
PCA SKIN	3,837,903	24-Aug-2010	U.S.A.
PIGMENT GEL	3,471,092	22-Jul-2008	U.S.A.
EXLINEA	3,397,373	18-Mar-2008	U.S.A.
PCA SKIN [& design]	3,406,253	1-Apr-2008	U.S.A.
PCA SKIN [& design]	3,415,305	22-Apr-2008	U.S.A.
PCA SKIN [& design]	3,415,304	22-Apr-2008	U.S.A.
PCA	3,323,386	30-Oct-2007	U.S.A.
SENSI PEEL	2,571,997	21-May-2002	U.S.A.
SENSI PEEL	2,528,392	8-Jan-2002	U.S.A.
THERE'S SCIENCE BEHIND IT	2,486,790	11-Sep-2001	U.S.A.
ULTRA PEEL	2,519,195	18-Dec-2001	U.S.A.

<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Country</u>
ULTRA PEEL	2,444,020	17-Apr-2001	U.S.A.
PHYSICIAN'S CHOICE	2,403,056	14-Nov-2000	U.S.A.
PIGMENT GEL	2,168,976	30-Jun-1998	U.S.A.
APRES PEEL	2,170,792	7-Jul-1998	U.S.A.
PCA PEEL	2,095,085	9-Sep-1997	U.S.A.
SILKCOAT	2,121,227	16-Dec-1997	U.S.A.

**EXHIBIT B**

**The Patents**

NONE