

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Ideas, Inc.		09/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dermstore LLC		
Street Address:	2301 Rosecrans Avenue		
Internal Address:	Suite 2100		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514212	BEAUTY WITH INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	8582720221		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8582720220		
Email:	trademarks@ipla.com		
Correspondent Name:	John M. Kim		
Address Line 1:	4445 Eastgate Mall		
Address Line 2:	Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	John M. Kim		
Signature:	/John M. Kim/		
Date:	06/04/2013		

OP \$40.00 3514212

TRADEMARK

Total Attachments: 10

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**ASSIGNMENT AGREEMENT
(Brand Ideas to Dermstore)**

This ASSIGNMENT AGREEMENT ("Agreement") dated as of September 30, 2010 (the "Effective Date"), is among Brand Ideas, Inc., a Delaware corporation ("Assignor"), and Dermstore, LLC, a Delaware limited liability company and affiliate of Assignor (the "Assignee") with reference to the following facts:

WHEREAS, the Assignor wishes to assign certain assets of the Assignor to the Assignee, and the Assignee wishes to receive such assets from the Assignor upon the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment of Assets.

1.1 Assignment of Assets. Subject to the provisions of this Agreement, the Assignor hereby assigns and the Assignee hereby receives, all of the properties and assets of the Assignor listed on Exhibit A hereto. The assets, property and business of the Assignor to be assigned to the Assignee under this Agreement are hereinafter sometimes referred to as the "Assigned Assets."

1.2 Assumption of Liabilities. Upon the assignment of the Assigned Assets, the Assignee shall assume and agree to pay or discharge when due all the liabilities and obligations of Assignor related or attributable to the Assigned Assets (the "Assumed Liabilities"), including the Assumed Liabilities listed on Exhibit A hereto. Assignee shall not assume or be liable for any obligation or liability of Assignor, of any kind or nature, known, unknown, contingent or otherwise, related or attributable to the Assignor's other assets or businesses.

1.3 Transfer of Assigned Assets. Effective as of the date hereof, the Assignor shall deliver or cause to be delivered to the Assignee good and sufficient instruments of transfer, if any, transferring to the Assignee title to all of the Assigned Assets and shall effectively vest in the Assignee good title to all of the Assigned Assets.

1.4 Delivery of Records and Contracts. Effective as of the date hereof, the Assignor shall deliver or cause to be delivered to the Assignee all written leases, contracts, commitments and rights evidencing Assigned Assets and Assumed Liabilities, with such assignments thereof and consents to assignments as are necessary to assure the Assignee of the full benefit of the same. The Assignor shall take all requisite steps to put the Assignee in actual possession and operating control of the Assigned Assets.

2. Miscellaneous.

2.1 Entire Agreement. This Agreement (including the Exhibit) and all other documents executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the assignment of Assigned Assets and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

2.2 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Delaware without regard to its conflict of law principles.

2.3 Binding Effect; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. This Agreement is not assignable except by operation of law or by the Assignee to any of its affiliates.

2.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

2.5 Exhibits. The Exhibits are a part of this Agreement as if fully set forth herein. All references herein to Sections, subsections, clauses, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

2.6 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Assignor"

Brand Ideas, Inc.,
a Delaware corporation

By: Adam Goldenberg
Name: ADAM GOLDENBERG
Its: CEO

"Assignee"

Dermstore, LLC,
a Delaware limited liability company

By: Adam Goldenberg
Name: ADAM GOLDENBERG
Its: CEO

EXHIBIT A

ASSIGNED ASSETS &
ASSUMED LIABILITIES

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ASSIGNED ASSETS:

- All cash/accounts used or held for use in the operation of the Assignee's business, including without limitation, cash accounts, deposit accounts, checking accounts, merchant accounts and petty cash.
- All accounts receivable used or held for use in the operation of the Assignee's business, including without limitation, trade, merchant and ecommerce receivables.
- All product inventories used or held for use in the operation of the Assignee's business.
- All other receivables used or held for use in the operation of the Assignee's business, including without limitation, receivables from the sale of the assets associated with www.dermstore.ca, receivables from the Perricone revenue share agreement, and receivables from disputes.
- All prepaid assets used or held for use in the operation of the Assignee's business.
- All equipment, machinery and other computer hardware used or held for use in the operation of Assignee's business.
- All software, furniture, equipment, photo-studio equipment and office, warehouse and retail leasehold improvements used or held for use in the operation of the Assignee's business.
- All goodwill and intangibles used or held for use in the operation of the Assignee's business, including without limitation, the Domain Names, customer lists, manufacturing relationships, and the accumulated amortization of each of the foregoing.
- All other long term assets used or held for use in the operation of the Assignee's business, including without limitation, Dermstore lease deposits.
- All Internet domain names used or held for use in the operation of the Assignee's business, including without limitation, those listed in Schedule 1, attached hereto (collectively, the "Domain Names").
- The web pages created or acquired prior to the Effective Date by or for Assignee with respect to Assignee's business and associated with, or located at or under, the Domain Names (collectively, the "Web Sites"), including all Web Site Materials. The "Web Site Materials" include, without limitation: (i) web pages, support files and related information and data associated with the Web Sites, including, without limitation, all assets necessary or desirable to provide all of the functionality and content offered by the Web Sites as they have been operated by Assignee prior to the Effective Date; (ii) any and all text, graphics, HTML or similar code, applets, scripts, programs, databases, source code, object code, templates, forms, image maps, documentation,

site content, audio files, video files, log files, customer data, advertising data, resumes, or other files, software, technology or business information relating thereto; (iii) all copyrights, copyright registrations, copyright applications, patents and patent applications (including the right to make, sell or use products embodying practices of patented inventions), trade secrets, moral rights, publicity rights, know-how and all other intellectual property rights associated with the Web Sites; and (iv) all content that has appeared in any past or present editions of the Web Sites, whether archived on the Web Sites or otherwise.

- All trademarks, trade names or service marks related to, arising from use of, or otherwise associated with the Business, including any registrations or applications for registration, together with the goodwill symbolized with such marks (collectively, the "Marks"), and including, without limitation, the marks listed in Schedule 2, attached hereto. All income, royalties, damages and payments due or payable as of the Effective Date or thereafter (including, without limitation, damages and payments for past or future infringements or violations thereof) and causes of action for infringement or violation of all rights in and to the Marks as they pertain to the rights hereby assigned.
- All agreements entered into by Assignor prior to the Effective Date relating solely and exclusively to Assignee's business.
- All technology platforms (or copies thereof) used or held for use in the operation of the Assignee's business.
- All corporate records held for Assignee.
- All other properties, assets, rights of any kind, whether tangible or intangible, real or personal, owned by Assignor used or held for use in the operation of Assignee's business.

ASSUMED LIABILITIES:

- All accounts payable used or held for use in the operation of the Assignee's business.
- All accrued liabilities used or held for use in the operation of the Assignee's business, including without limitation, liabilities associated with expenses, inventory purchases, advertising, merchant fees, royalties, taxes, freight and interest.
- All accrued payroll and other costs used or held for use in the operation of the Assignee's business.
- All accrued reserves for returns used or held for use in the operation of the Assignee's business.
- All notes payable, including without limitation, notes payable to Bob Johnson and Dr. Kraffert.
- All intercompany liabilities used or held for use in the operation of the Assignee's business.

Schedule 1
Domain Names

DOMAIN NAMES

BEAUTYFIX.TV
ACNECLEARREMEDY.COM
CLEARREMEDYACNE.COM
CLEARREMEDYIQ.COM
CLEARREMEDYIQDERMA.COM
IQ-101.COM
IQCHROMA.COM
IQCLEARREMEDY.COM
IQDERMA.TV
IQDERMACLEARREMEDY.COM
IQDERMAFIRMACEUTICALS.COM
IQFIRMACEUTICALS.COM
IQTRESS.COM
OFFICIALSKINCARERESOURCE.COM
SKINCAREBUYERSRESOURCE.COM
KRONOSHAIRCARE.COM
KRONOSHAIRCARE.TV
COSMETICHD.COM
COSMETICSHD.COM
DERMSTORE.TV
GOHEALTHY.COM
ACTIVMINERALS.COM
BESTMINERALBEAUTY.COM
BESTMINERALBEAUTY.NET
FREEMINERALBEAUTY.COM
FREEMINERALBEAUTY.NET
FREERAWMAKEUP.COM
FREERAWMAKEUP.NET
FREERAWMINERALS.COM
FREERAWMINERALS.NET
MYRAWMAKEUP.COM
MYRAWMAKEUP.NET
MYRAW-MINERALS.COM
MY-RAWMINERALS.COM
MYRAWMINERALS.NET
MYRAW-MINERALS.NET
MY-RAWMINERALS.NET
MYRAWNATURALBEAUTY.COM
PERRICONE101.NET
RAWMINERALSMAKE-UP.COM

RAWMINERALSMAKE-UP.NET

RAWNATURALBEAUTY.TV

REDPOINTBEAUTY.COM

REDPOINTBEAUTY.TV

TRYREDPOINT.COM

TRADEMARK

REEL: 005041 FRAME: 0131

Schedule 2

TRADEMARKS

ACTIVMINERALS
BEAUTY WITH INTELLIGENCE

Serial No. 78/874,776

Serial No. 78/835,982