

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order Appointing Turnaround, Inc. as General Receiver

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Calidora Skin Clinics, Inc.		10/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Turnaround, Inc.
Street Address:	3415 A. Street NW
City:	Gig Harbor
State/Country:	WASHINGTON
Postal Code:	98335
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3231707	CALIDORA

CORRESPONDENCE DATA

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

Phone: 650-798-6705
 Email: pltrademarks@klgates.com
 Correspondent Name: Christine B. Redfield
 Address Line 1: 925 4th Ave. Ste. 2900
 Address Line 4: Seattle, WASHINGTON 98104-1158

NAME OF SUBMITTER:	Christine B. Redfield
Signature:	/Christine B. Redfield/
Date:	07/25/2013

Total Attachments: 10

OP \$40.00 3231707

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EX PARTE

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

EXPO 1

IN THE SUPERIOR COURT OF WASHINGTON
FOR THE COUNTY OF KING

In the Receivership of:

CALIDORA SKIN CLINICS, INC., a
Delaware corporation,

NO. 10-2-37935-5 SEA

ORDER APPOINTING TURNAROUND,
INC. AS GENERAL RECEIVER FOR
CALIDORA SKIN CLINICS, INC.

THIS MATTER came before the Court on a petition (the "*Petition*") to appoint Turnaround, Inc. (the "*Receiver*") as general receiver for property assigned to Turnaround by Calidora Skin Clinics, Inc. ("*Calidora*") pursuant to a general assignment for the benefit of creditors dated as of October 28, 2010 (the "*Assignment*"). The Court having considered the *Petition* and the *Assignment*, including the schedules of assets and liabilities attached thereto, and deeming itself fully advised of the facts pertaining thereto, finds, in accordance with RCW 7.08.030(4) and RCW 7.60.025(1)(j), that grounds exist for the appointment of Turnaround as general receiver for Calidora, for Turnaround to take charge over the property assigned to it by Calidora pursuant to the *Assignment*, wherever located, and to take such actions as are required to protect and preserve such property. Now, therefore, IT IS HEREBY ORDERED:

Law Offices

KARR·TUTTLE·CAMPBELL

A Professional Service Corporation

1201 Third Avenue, Suite 2900, Seattle, Washington 98101-3028
Telephone (206) 223-1313, Facsimile (206) 682-7100

TRADEMARK

REEL: 005078 FRAME: 0969

1 1. Turnaround is appointed general receiver for all property assigned to
2 Turnaround by Calidora pursuant to the Assignment, wherever located, including, without
3 limitation, all assets listed on **Schedule B** to the Assignment (such property being collectively,
4 the "**Property**"). For the duration of this receivership, and until further order of the Court, the
5 Property shall remain under this Court's exclusive jurisdiction in accordance with RCW
6 7.60.055. Turnaround shall not be subject to the control of any interested party to this matter,
7 but shall be subject only to the Court's direction in the fulfillment of Turnaround's duties as
8 receiver in this matter. Entry of this order, which shall be countersigned by Miles Stover in
9 his capacity as President of Turnaround, evidences Turnaround's acceptance of its rights and
10 duties hereunder and constitutes administration of any required oath of office.
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13 2. Bond. The Receiver shall post a \$10,000.00 bond with the Clerk of the Court
14 to secure performance of the Receiver's duties hereunder, pursuant to RCW 7.60.045. The
15 Receiver is authorized to pay the initial bond premium and any premiums for the extension
16 thereof, from funds belonging to the receivership estate or, in the event there are insufficient
17 funds in the estate with which to pay such premiums, to be subsequently reimbursed for the
18 bond premiums from estate funds once sufficient funds become available.
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21 3. Receiver's Powers and Duties. Unless and until otherwise ordered by the
22 Court, the Receiver shall be a general receiver, with exclusive possession and control over the
23 Property, with all powers, rights, and authority vested in the Receiver by RCW 7.60.060,
24 including, without limitation, authority and control over all of Calidora's accounts (including
25 bank accounts and the like). In addition:
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1 a. The Receiver shall have authority to liquidate the Property and wind-up
2 Calidora's affairs, pursuant to RCW 7.60.260. The Receiver's sale(s) of the Property shall be
3 effected free and clear of liens and of all rights of redemption, whether or not the sale will
4 generate proceeds sufficient to fully satisfy all claims secured by the Property. Upon any sale
5 free and clear of liens in accordance with this order, all security interests and other liens
6 encumbering the Property conveyed shall transfer and attach to the proceeds of the sale, net of
7 reasonable expenses incurred in the disposition of the Property (including approved fees of the
8 Receiver and his professionals), in the same order, priority, and validity as the liens had with
9 respect to the Property immediately before the conveyance. Notwithstanding the notice
10 requirements set forth in RCW 7.60.190, the Court finds that good cause exists to authorize
11 the Receiver, without further order of this Court, to sell any of the Property that consists of
12 real or personal property upon fifteen (15) days' written notice to (i) any party to this action,
13 (ii) any individual or entity that claims any lien against the Property, and (iii) any individual or
14 entity that requests special notice in this action.
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16 b. The Receiver is authorized, without further order of this Court, to
17 contract with or hire, pay, direct, and discharge any professional persons the Receiver, in its
18 sole discretion, deems necessary for the efficient operation, maintenance, and/or liquidation of
19 the Property in accordance with RCW 7.60.180.
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21 c. The Receiver is granted the power to do all things and make all uses of
22 the Property that the owner of the Property might do or make in the ordinary course of the
23 operation of Calidora's business as a going concern, including, without limitation, the
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1 purchase and sale of goods or services in the ordinary course of such business and the
2 incurring and payment of expenses of the business or the Property in the ordinary course.

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4 4. Collections. The Receiver is authorized to bring and prosecute actions for
5 (i) the recovery of any and all Property held by any individual or entity other than Calidora;
6 (ii) the collection of any and all sums owing by any individual or entity to Calidora that
7 constitute Property (such sums being collectively the "*Accounts Receivable*"). Further, the
8 Receiver is authorized to collect, settle, and compromise and otherwise liquidate any and all
9 rents, issues, profits, income, revenues, accounts, or proceeds of the Property for or on
10 account of Calidora's operations or the Property, without further order of this Court or, in the
11 Receiver's sole discretion, with Court approval on notice and hearing, including on an *ex*
12 *parte* basis, as appropriate. The Receiver may undertake its collection duties in Calidora's
13 and/or the Receiver's name in assisting it with the collection of any Accounts Receivable.
14 The Receiver may alter the place of payment and otherwise take all actions necessary to
15 collect the Accounts Receivable and to liquidate all other Property and proceeds thereof,
16 including, without limitation, notifying account debtors to pay the proceeds of all Accounts
17 Receivable directly to the Receiver. A copy of this order may be remitted to account debtors
18 and may be relied upon by account debtors as authority to pay the Receiver solely and directly
19 toward satisfaction of any of the Accounts Receivable. Any account debtor who makes
20 payment to the Receiver shall have full credit in the amount of such payment with respect to
21 its obligation(s) owing to Calidora.
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26 5. Reports. The Receiver shall file with the Court quarterly reports of the
27 Receiver's operations and financial affairs in accordance with RCW 7.60.100, which reports
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1 shall be due by the last day of the first month of the subsequent quarter. Copies of such
2 reports shall be furnished to Calidora, all parties to this action, and any individual or entity
3 requesting notice in this proceeding.
4

5 6. Services/Tax Returns. The Receiver is authorized to perform legal, accounting,
6 consulting, and tax services with respect to the Property, as necessitated by this proceeding or
7 by law in connection with the performance of the Receiver's duties. The Receiver shall be
8 under no obligation to complete or file tax returns or other regulatory or governmental reports
9 on behalf of Calidora, such responsibility to remain with Calidora; but the Receiver shall
10 furnish Calidora with such access to books and records within the Receiver's custody or
11 control as may reasonably be requested by Calidora and necessary in order for Calidora to
12 complete and file such tax returns or other regulatory or governmental filings or reports.
13

14 7. Executory Contracts/Leases. The Receiver is authorized to assume or reject
15 executory contracts and unexpired leases of Calidora as the Receiver deems to be in the best
16 interests of Calidora's creditors generally. Such assumption or rejection shall require an order
17 of the Court upon appropriate notice in accordance with RCW 7.60.130.
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19 8. Abandonment. In accordance with RCW 7.60.150, the Receiver, upon order of
20 the Court following notice and a hearing, and upon the conditions or terms the Court
21 considers just and proper, may abandon any Property that is burdensome to the Receiver or is
22 of inconsequential value or benefit to the receivership estate. Property that is abandoned no
23 longer constitutes estate property.
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25 9. No Liability. No obligation incurred by the Receiver in the good faith
26 performance of its duties in accordance with the orders of this Court, except to the extent such
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1 services are found to have resulted from willful misconduct or fraudulent behavior, whether
2 pursuant to any contract, by reason of any tort, or otherwise, shall be the Receiver's personal
3 obligation; rather, the recourse of any individual or entity to whom or which the Receiver
4 becomes obligated in connection with the performance of its responsibilities shall be solely
5 against the Property.
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7 10. Preservation of Property. The Receiver is authorized to do all things the
8 Receiver determines, in its sole discretion, to be necessary or reasonable to protect and
9 preserve the Property and to maintain or enhance the value or income-producing potential of
10 the Property.
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12 11. Licenses. The Receiver is authorized to acquire or renew any and all
13 governmental licenses, permits, or other authorizations, either in the Receiver's name or in the
14 name of Calidora, pertaining to the Property or any business associated therewith.
15

16 12. Duty of Cooperation. The parties to this proceeding, their attorneys, and all of
17 the existing and former officers, directors, managers, agents, consultants and employees of
18 Calidora shall cooperate with the Receiver in connection with its management and operation
19 of the Property. Each of them shall relinquish and deliver possession of the Property to the
20 Receiver upon its demand and shall turn over to the Receiver all records, books, contracts,
21 lease documents, plans and specifications, accounting records, deposits, and documents
22 relating to Calidora, or the financing, management, control, operation, and preservation of the
23 Property, as the Receiver may demand, upon demand, and each of them is enjoined from
24 interfering with the possession, control, operation, and maintenance of the Property by the
25 Receiver.
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1 13. Receiver's Fee. The Receiver's fee shall be based on the usual and customary
2 hourly rate of its principal, Miles Stover, which at present is \$250. Payment of the Receiver's
3 fee shall be subject to paragraph 15 below.
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5 14. Professionals/Attorneys. Upon notice to all parties to this action and any other
6 persons requesting notice, the Receiver may appoint attorneys, accountants, and other
7 professionals to assist it in carrying out its obligations as Receiver, as provided by RCW
8 7.60.180. Initially, the following appointment is approved, subject to the payment provisions
9 in paragraph 15 below: The law firm of Karr Tuttle Campbell is hereby authorized and
10 appointed to act as counsel for the Receiver and shall be paid for all such services at the
11 regular hourly rates of any attorneys and paralegals of the firm. Attorney Diana K. Carey,
12 whose hourly rate for this matter is \$435, shall be the attorney primarily responsible for this
13 matter. Where possible, Karr Tuttle Campbell shall utilize the attorney, paralegal, or other
14 firm employee with the lowest billing rate who is qualified to perform a particular task.
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17 15. Payment of Receiver's and Professionals' Fees and Costs. The Receiver is
18 authorized to disburse funds from the receivership estate as payment for its fees and costs and
19 for the fees and costs of its professionals on a periodic basis, but in any event not more than
20 monthly, as follows:
21

22 a. Within at least ten (10) calendar days of any proposed disbursement,
23 the Receiver shall cause to be filed a notice of compensation of professionals (the
24 "*Compensation Notice*") and serve such Compensation Notice, together with a reasonably
25 detailed description of the relevant time periods, services rendered, and amount of
26 compensation requested on: (i) Bank of America, (ii) Calidora, (iii) all individuals and entities
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1 that have requested notice in this receivership; and (iv) any individual or entity that has
2 asserted any lien against the Property. If no person objects to the proposed disbursement
3 within ten (10) calendar days following the filing and service of the Compensation Notice, the
4 proposed disbursement shall be deemed approved as being fully and finally earned without
5 further order or leave of the Court.
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7 b. The approved fees and costs of the Receiver and his professionals shall
8 be paid from the gross receipts derived from the Property and shall be a first priority lien on
9 the Property, with priority over all other liens, including, without limitation, statutory liens. If
10 any person objects to a proposed disbursement or any portion thereof, such person shall notify
11 the Receiver and all persons upon which the Compensation Notice was served of the nature of
12 the objection within the ten-day objection period set forth above. If the Receiver or affected
13 professionals cannot consensually resolve the dispute with the objecting person or if the
14 dispute is not resolved within thirty (30) days of the date of the objection, the objecting person
15 may move the Court to assist in resolving the objection.
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18 c. In the event Calidora is without sufficient liquid cash funds to defray on
19 a current basis the reasonable fees and costs earned and incurred by the Receiver and its
20 professionals and the expenses of this receivership or any of the projected future fees, costs,
21 and expenses of the receivership, good cause for termination of the receivership shall be
22 deemed to exist and, upon application by the Receiver establishing such lack of funding for
23 the receivership, the appointment of the Receiver and its professionals shall be terminated and
24 the Property shall be distributed as the Court may then direct.
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1 16. Termination. The Receivership shall not be terminated, and the rights and
2 obligations of the persons subject to this order shall remain in full force, until this Court
3 approves the Receiver's final report and accounting or until the court enters an order
4 terminating the receivership in accordance with RCW 7.60.290.
5

6 17. Notwithstanding any provisions of this order that may be construed otherwise,
7 the Receiver shall not be required to expend any personal funds to comply with any of the
8 provisions of this order.
9

10 18. The Court acknowledges that the Receiver's ability to perform its duties under
11 this order may be limited by various factors, including, without limitation, the Receiver's
12 limited access to information. The Court therefore requires only the Receiver's commercially
13 reasonable efforts to comply with the duties and obligations set forth in this order, and the
14 Receiver may at any time apply to this Court for further or other instructions, a modification
15 of this order, further powers necessary to enable the Receiver properly to perform its duties, or
16 a termination of the Receiver's appointment.
17

18 19. Upon distribution or disposition of all of the Property, or the completion of the
19 Receiver's duties with respect to the Property, the Receiver shall move the Court to be
20 discharged in accordance with RCW 7.60.290. The Receiver shall file a final report and
21 accounting setting forth all receipts and disbursements of the estate, which shall be annexed to
22 the motion for discharge and filed with the Court. Upon approval of the final report, the Court
23 shall discharge the Receiver and exonerate the bond posted by the Receiver as security for the
24 faithful performance of its duties as receiver pursuant to Section 2 above. The Receiver's
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1 discharge releases the Receiver from any further duties and responsibilities as receiver under
2 Chapter 7.60 RCW.

3 DONE IN OPEN COURT this ____ day of _____ 2010.

4
5 

6 Judge/Court Commissioner

7 OCT 29 2010

8 Chad Allred

9 Presented by:

10 KARR TUTTLE CAMPBELL

11
12 By: /s/ Stephen S. McKay

13 Diana K. Carey, WSBA #16239

14 Stephen S. McKay, WSBA # 42046

15 Attorneys for General Receiver Turnaround, Inc.

16 Approved as to form; notice of presentation waived

17 RIORDAN LAW, PS

18
19 By: /s/ Nathan Riordan

20 Nathan Riordan, WSBA #33926

21 Attorneys for Calidora Skin Clinics, Inc.

22 ACCEPTANCE:

23 TURNAROUND, INC.

24
25 By: _____
26 Miles Stover, President
27
28