

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
ALOEBIOTICS RESEARCH LABS, INC.		08/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WOODCLIFF SKINCARE SOLUTIONS, INC.
Street Address:	330 GRANT STREET, SUITE 905
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3987052	PLYOSYL
Registration Number:	3969591	WE ADD GREEN. YOU SUBTRACT YEARS. PROVEN

CORRESPONDENCE DATA	
Fax Number:	2158511420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	609-987-0050
Email:	phlipdocketing@reedsmith.com, karmellino@reedsmith.com
Correspondent Name:	Jason Mierzwa
Address Line 1:	136 Main Street, Suite 250
Address Line 2:	Reed Smith LLP
Address Line 4:	Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER:	888629.20001
NAME OF SUBMITTER:	Jason Mierzwa

OP \$65.00 3987052

Signature:	/Jason Mierzwa/
Date:	11/08/2013
Total Attachments: 7 source=Aloeiotics - Woodcliff - TM Assignment#page1.tif source=Aloeiotics - Woodcliff - TM Assignment#page2.tif source=Aloeiotics - Woodcliff - TM Assignment#page3.tif source=Aloeiotics - Woodcliff - TM Assignment#page4.tif source=Aloeiotics - Woodcliff - TM Assignment#page5.tif source=Aloeiotics - Woodcliff - TM Assignment#page6.tif source=Aloeiotics - Woodcliff - TM Assignment#page7.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of August 19, 2013 is entered into by and between **Aloebiotics Research Labs, Inc.**, a Delaware corporation, having a place of business at Sayreville, New Jersey (hereinafter referred to as "Assignor") and **Woodcliff Skincare Solutions, Inc.**, a Delaware corporation, having a place of business at Pittsburgh, Pennsylvania (hereinafter referred to as "Assignee").

WHEREAS, Assignee is assignee to the highest qualified bidder in a public sale of all property and assets of the Assignor pursuant to the Uniform Commercial Code; and

WHEREAS, Assignee wishes to evidence the acquisition of the trademarks set forth on Exhibit A attached hereto together with all associated goodwill (the "Trademarks") from Assignor; and

WHEREAS, Assignor has agreed to evidence the transfer to Assignee of any rights, title and interest in and to the Trademarks; and

WHEREAS, the parties wish to acknowledge this assignment and make it of record in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, Assignor hereby assigns, transfers and sets over unto Assignee, its whole and entire right, title and interest in and to the Trademarks, together with all associated goodwill, to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns.

This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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

Aloebiotics Research Labs, Inc.

By: Matthew Wenzler
Name: Matthew Wenzler
Title: President

Woodcliff Skincare Solutions, Inc.

By: _____
Name: Elizabeth St. Clair Hurtt
Title: President

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

Aloebiotics Research Labs, Inc.

By: _____
Name: Matthew Wenzler
Title: President

Woodcliff Skincare Solutions, Inc.

By: 
Name: Elizabeth St. Clair Hurtt
Title: President

EXHIBIT A
TRADEMARKS

<u>TRADEMARK</u>	<u>DATE</u>	<u>REG. NO.</u>
ALAST-X	12/13/2011	4,071,094
ALASTA	08/10/2010	3,830,325
ALOEBIOTICS	07/01/2008	3,459,418
ALOERIDE	03/13/2003	2,850,847
ALOERIDE	6/07/2005	2,960,623
ELASTIFIRM	09/15/2009	3,683,916
GREENCEUTICALS	12/13/2011	4,070,413
SUSTAINABLE YOUTH	07/08/2008	3,463,606

AMENDMENT NO. 1 TO ASSIGNMENT OF TRADEMARKS

THIS AMENDMENT No. 1 (hereinafter "Amendment") to the Assignment of Trademarks (as defined below) is made and entered into as of the date of the last signature below and is effective as of August 19, 2013 (hereinafter "Effective Date") by and between **Aloebiotics Research Labs, Inc.**, a Delaware corporation, having a place of business at 250 Kennedy Drive in Sayreville, New Jersey 08879 (hereinafter referred to as "Assignor") and **Woodcliff Skincare Solutions, Inc.**, a Delaware corporation, having a place of business at 330 Grant Street, Suite 905 Pittsburgh, Pennsylvania 15219 (hereinafter referred to as "Assignee"). Assignor and Assignee are hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, Assignor and Assignee have previously entered into that certain Assignment of Trademarks effective as of August 19, 2013 (as such may be amended, supplemented, restated or otherwise modified from time to time, the "Assignment"), whereby the Parties agreed to evidence the transfer of Assignor's rights, title and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignor and Assignee desire to amend and modify Exhibit A of the Assignment.

NOW, THEREFORE, in consideration of the foregoing statements and the mutual covenants contained in this Amendment, the Assignment is hereby amended as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Assignment.
2. Amendment to the Assignment.
 - a. Exhibit A ("TRADEMARKS"). The table set forth in Exhibit A of the Assignment is hereby deleted and replaced with the following table:

<u>TRADEMARK</u>	<u>DATE</u>	<u>REG. NO.</u>
ALAST-X	12/13/2011	4,071,094
ALASTA	08/10/2010	3,830,325
ALOEBIOTICS	07/01/2008	3,459,418
ALOERIDE	06/08/2004	2,850,847
ALOERIDE	6/07/2005	2,960,623
ELASTIFIRM	09/15/2009	3,683,916
GREENCEUTICALS	12/13/2011	4,070,413
PLYOSYL	06/28/2011	3,987,052
SUSTAINABLE YOUTH	07/08/2008	3,463,606
WE ADD GREEN. YOU SUBTRACT YEARS. PROVEN.	05/31/2011	3,969,591

3. Effect of this Amendment. This Amendment shall become effective as of the Effective Date. There are no further changes to the terms of the Assignment. Except as would be inconsistent with the terms of this Amendment, all other terms and conditions of the Assignment shall remain in full force and effect and be unaffected by this Amendment.
4. Facsimile and Counterparts. This Amendment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

Aloebiotics Research Labs, Inc.

By: 
Name: Matthew Wenzler
Title: President

Woodcliff Skincare Solutions, Inc.

By: 
Name: Elizabeth St. Clair Hurt
Title: President