

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388457

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor's entity type to: Corporation of Connecticut previously recorded on Reel 004469 Frame 0860. Assignor(s) hereby confirms the Bill of Sale.
RESUBMIT DOCUMENT ID:	900366986

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dermatone Laboratories, Inc.		08/31/2010	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Beaumont Products, Inc.
Street Address:	1560 Big Shanty Drive
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1929871	DERMATONE CAMPHOR ICE

CORRESPONDENCE DATA

Fax Number: 7709510933
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 770-933-9500
Email: mary.kilgore@thomashorstemeyer.com
Correspondent Name: George M. Thomas
Address Line 1: 400 Interstate North Parkway, SE
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	10222-3890
NAME OF SUBMITTER:	George M. Thomas
SIGNATURE:	/George M. Thomas/
DATE SIGNED:	06/20/2016

Total Attachments: 8

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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NAME OF SUBMITTER:	George M. Thomas
Signature:	/George M. Thomas/
Date:	06/06/2016
Total Attachments: 2 source=scanned41#page1.tif source=scanned41#page2.tif	
RECEIPT INFORMATION ETAS ID: TM386920 Receipt Date: 06/07/2016 Fee Amount: \$40	

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No. 7341 P. 3

Feb. 4. 2011 10:12AM

BILL OF SALE

This Bill of Sale is made by and between DERMATONE LABORATORIES, INC. (the "Seller") and BEAUMONT PRODUCTS, INC. (the "Buyer");

WITNESSETH:

WHEREAS, the Buyer and the Seller did execute the Asset Purchase Agreement between the Buyer and the Seller dated August 31, 2010;

NOW, THEREFORE, in consideration of the Purchase Price set forth in the Asset Purchase Agreement paid by the Buyer to the Seller, receipt of which is hereby acknowledged, and in consideration of mutual promises made by each of the parties to the other, the Buyer and the Seller do hereby agree as follows:

I. For value received, the Seller does hereby transfer, assign and convey to the Buyer the following assets of the Seller:

a. All inventories including supplies, raw materials, work-in-process, display materials, finished goods and goods-in-transit principally related to the Business of Seller, or intended for use, or held for sale, in connection with the Business of Seller and all molds used by the Seller in the production of inventory of Seller;

b. All rights in and under licenses, contracts, intellectual property licenses, purchase and sale orders, contracts with vendors and suppliers, quotations, advertising and promotional agreements, and other agreements used in or principally related to the Business of Seller;

c. All operating data and records of the Business of Seller, including, but not limited to, books, records, sales and sales promotional data, advertising materials,

customer lists and contact information, sales representative list and contact information, credit information, cost and pricing information, supplier and vendor lists, contact manufacturer list, business plans, clinical/claim substantiation, reference catalogs, clinical/claim substantiation and other similar property and rights which are used in or are principally related to the Business of Seller;

d. All engineering and production designs, laboratory notebooks, drawings, product formulae, new product concepts and formulae, technology, trade secrets, know-how, existing and new product concepts and formulas, research material, quality control data, specifications, manuals, processes and other similar properties and rights which are used in or are principally related to the Business of Seller; and

e. All inventions, disclosures, patents, patent registrations, copyrights, copyright applications, copyright registrations, trademarks as listed on Exhibit B attached hereto, tradenames, logos, and similar intellectual property which are used in or are principally related to the Business of Seller, including all rights to sue for past infringement thereof, together with the goodwill associated therewith as well as the urls and domain names used by the Seller.

2. Notwithstanding the foregoing, the Seller shall transfer title to the trademarks listed on Exhibit B attached hereto to Smith Hawkins Hollingsworth Reeves LLC of Macon, Georgia as Escrow Agent, to be held in Escrow until the final payment is made by the Buyer to the Seller pursuant to Item 3.1(b) of the Asset Purchase Agreement. Upon the final payment having been made by the Buyer pursuant to Item 3.1(b) of the Asset Purchase Agreement, the Escrow Agent shall transfer to the Buyer fee simple title to the [two (2)]

trademark listed on Exhibit B [above]. All fees payable to the Escrow Agent shall be paid by the Seller

3. Without limiting the generality of the foregoing, the Seller does hereby transfer, assign and convey to the Buyer, all inventory, supplies, raw materials, working-in-process, display materials, finished goods and goods in transit, which are located at the locations listed below. By execution of this Bill of Sale, the Seller does hereby authorize the entities listed below to deliver such assets to the Buyer.

- a. Ora Labs
 Contact: Angela Garcia
 8685 East Plaza Drive
 Parker, CO 80134
 Tel: (303) 783-9499
 E-Mail: agarcia@oralabs.com
- b. Paramount Cosmetics
 Contact: Cathy Chmielewski
 93 Entin Rd.
 Clifton, NJ 07014
 Tel: 800-522-9880
 E-Mail: cathycc@paramountcosmetics.net
- c. SPF Consulting
 Contact: Chris Vaughn
 1425 SW 1st Court #23
 Pompano Beach, FL 33069
 Tel: 954-942-8955
 E-Mail: splabs@hellsouth.net
- d. GAR Laboratories Inc.
 Contact: Tom Raffy
 1844 Massachusetts Ave.
 Riverside, CA 92507
 Tel: 951-788-0700
- e. Polysi Technologies
 Contact: Mike Orłowski (Eventus Services Inc.)
 5108 Rex McLeod Drive

Sanford, NC 27330
Tel: 919-775-4989
E-Mail: mike@myeventus.com (Sales Agent for Polysi)

4. Without limiting the generality of the foregoing, the Seller does hereby transfer, assign and convey to the Buyer the molds owned by the Seller used in the production of the inventory of the Seller which are located at the following two (2) locations. By execution of this Bill of Sale, the Seller does hereby authorize and direct the entities listed below to delivery such molds to the Buyer.

- a. Fui Chang Industry Co. Ltd.
No. 357 Middle Renmin Rd.
Shangyyyu Economics & Technology
Shangyu City, Zhejiang
China
- b. Qualis Inc.
10A Minneakoning
Flemington, NJ 088222

5. In addition to the assets set out below, the Seller does hereby transfer, assign and convey to the Buyer, all outstanding purchase orders and all other obligations of the Seller selected in writing by the Buyer.

6. The Seller hereby certifies that it has fee simple title to the assets being transferred to the Buyer, that there are no liens or other debts encumbering the assets described herein and no restriction exists which restricts or precludes the Seller transferring title to the asserts described herein to the Buyer.

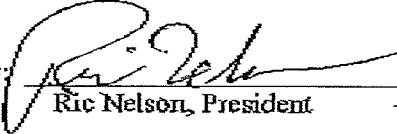
7. This Agreement shall be interpreted under the laws of the State of Georgia and shall be binding upon the parties hereto and any legal successors whatsoever. No

modification shall be made to this Agreement except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of August 31, ²⁰¹⁰ 2011.

(Corporate Seal)

SELLER:
DERMATONE LABORATORIES, INC.

By: 
Ric Nelson, President

*Fixed
it with
Hand's
permission*

(Corporate Seal)

BUYER:
BEAUMONT PRODUCTS, INC.

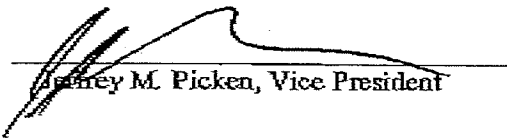
By: 
Jeffrey M. Picken, Vice President

EXHIBIT "B"

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
77914879		B-I Play	TARR	LIVE
74593932	1929871	Dermatone Camphor Ice	TARR	LIVE
74004524	1612570	Dermatone Topcoat	TARR	LIVE
73734457	1524104	Huski	TARR	DEAD
73345569	1267552	Dermatone	TARR	LIVE
73328260	1244875	Bodylicks	TARR	LIVE
73320013	1322849	Bodyworks	TARR	LIVE
73116940	108623	Rejuvene	TARR	DEAD

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