

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERMADoctor, Inc.		12/31/2015	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	D. Doctor Acquisition, LLC		
Street Address:	1901 McGee Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	86502562	KAKADU C	
Registration Number:	3815881	AIN'T MISBEHAVIN'	
Registration Number:	3912376	BEAUTIFUL MEDICINE	
Registration Number:	3174707	BEAUTIFUL SKIN IS ALWAYS IN. AND SO IS	
Registration Number:	2890222	BODY GUARD	
Registration Number:	3177627	BORN TO BE MILD	
Registration Number:	4782816	BRAZILIAN BOMBSHELL	
Registration Number:	2891888	CALM, COOL & CORRECTED	
Registration Number:	2978251	DERMADOCTOR	
Registration Number:	3018417	DERMADOCTOR	
Registration Number:	3838811	DERMADOCTOR	
Registration Number:	2673702	DERMADOCTOR.COM	
Registration Number:	2830390		
Registration Number:	4225927	DOCTOR'S ORDERS	
Registration Number:	4165064	FALL IN LOVE WITH RETINOL ALL OVER AGAIN	
Registration Number:	2964385	FEET ACCOMPLI	
Registration Number:	4782815	FLAWLESS SAPPHIRE COMPLEX	
Registration Number:	3884204	GORILLA WARFARE	
Registration Number:	2993126	HANDY MANUM	

CH \$1065.00 86502562

Property Type	Number	Word Mark
Registration Number:	3070850	IMMOBILE LINES
Registration Number:	3169334	JUST WHAT THE SKIN DOCTOR ORDERED
Registration Number:	3008471	KP DUTY
Registration Number:	3868193	LITMUS TEST
Registration Number:	3198238	LITTLE RED DRESS
Registration Number:	3949244	MAKE PEACE NOT HAIR
Registration Number:	3392710	MED-E-TATE
Registration Number:	3838754	NEW DECADE NEW YOU
Registration Number:	3918024	NEW YEAR NEW YOU
Registration Number:	4251711	PHOTODYNAMIC THERAPY
Registration Number:	3438337	PHYSICAL CHEMISTRY
Registration Number:	2896369	PICTURE POREFECT
Registration Number:	3392704	POETRY IN LOTION
Registration Number:	4384266	PURE POETRY
Registration Number:	3156869	SAY GOODBYE TO "CHICKEN SKIN"
Registration Number:	4416011	SHRINKING BEAUTY
Registration Number:	2893881	TEASE ZONE
Registration Number:	3240400	THE DERMADOCTOR SKINSTRUCTION MANUAL
Registration Number:	2890109	THE DOCTOR IS IN...THIS BOX
Registration Number:	2919823	TOTAL NONSCENTS
Serial Number:	86501328	URBAN VEIL
Registration Number:	3101988	WRINKLE REVENGE
Registration Number:	2750956	YOUR PRESCRIPTION FOR BEAUTIFUL SKIN

CORRESPONDENCE DATA

Fax Number: 8169838080

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: 8169838000

Email: pto-kc@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 4801 Main Street, Suite 1000

Address Line 4: Kansas City, MISSOURI 64112

NAME OF SUBMITTER: Kristine L. Kappel

SIGNATURE: /kristine l. kappel/

DATE SIGNED: 04/11/2018

Total Attachments: 20

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CONTRIBUTION AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of the 31st day of December, 2015, is made by and between DERMAdoctor, Inc., a Missouri corporation ("Parent"), and D. Doctor Acquisition, LLC, a Missouri limited liability company (the "Company").

ARTICLE I CONTRIBUTION OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"Acquired Assets" means all the assets, properties and rights (real and personal, tangible and intangible) owned or used in the business of Parent on the Closing Date that are described on Schedule 1.1(a), attached hereto (the "Acquired Assets"), and identified on Parent's Balance Sheet, dated as of December 31, 2015, 2015 (the "Balance Sheet Date") and attached hereto as Schedule 1.2(b). Notwithstanding anything to the contrary, the Acquired Assets shall not include those assets identified on Schedule 1.1(b) (the "Excluded Assets"). The Acquired Assets shall include, without limitation, the following at the Closing Date:

(a) Real Property. All of Parent's right, title and interest (including leasehold interests as tenant, if any), in and to lands, buildings and any and all improvements thereon.

(b) Equipment. All of Parent's machinery, equipment, furniture, fixtures, telephone numbers (toll-free and others) and other personal property and all of Parent's fixed assets.

(c) Cash and Accounts Receivable. All of Parent's cash, cash equivalents, bank accounts, certificates of deposit, notes receivable (and security related thereto), accounts receivable and all other receivables of any other kind.

(d) Records. All of Parent's books, financial and business records, insurance policies and any claims and credits thereunder.

(e) Inventory. All inventories and other supplies pertaining to Parent's operations on hand or at third party premises or in transit including raw materials, work in process and finished goods, and including any rights of Parent to warranties received from suppliers.

(f) Intellectual Property. All of Parent's interests and right to all United States and foreign registered, pending and common law, trade names, service marks, trademarks, domain names, websites and logos, including all the good will of Parent's business associated therewith, all United States and foreign issued and pending patents, all United States and foreign copyrights, whether or not registered, rights of publicity, franchises and all technology rights and licenses, including computer software, including, without limitation, all source code, operating systems and specifications, data, databases, files, documentation and

other materials and documentation related thereto, including but not limited to items set forth in Schedule 2.7, and all proprietary know-how, trade secrets, inventions, discoveries, developments, research, and formulas, whether or not patentable, and all other proprietary information or property relating to Parent's current business or business prospects and any improvements, updates, enhancements or modifications related to any of the foregoing (hereinafter collectively referred to as "Intellectual Property Assets").

(g) Other Intangibles. All of Parent's right, title and interest in and to franchises, licenses, permits, options and any inventions, developments and ideas.

(h) Contracts; Prepays; Materials; Etc. Except for the Contracts set forth on Schedule 1.1(c) (the "Excluded Contracts"), all of Parent's rights and privileges arising from its unshipped orders, prepaid expenses, customer contracts, customer lists, outstanding offers, sales records, advertising materials, and all agreements for the sale, purchase or lease of goods or services, and all other contracts, agreements, assets and things of value now beneficially owned or acquired by Parent at or before the Closing Date, whether tangible or intangible, real or personal, inchoate, partial or complete, fixed or contingent, of every kind and description and wherever situated.

"Assumed Liabilities" means all the liabilities of Parent as described in Section 1.4 as of the Closing Date (hereinafter defined) incurred or arising in a manner consistent with and in compliance with the provisions of this Agreement, except for those liabilities identified on Schedule 1.1(d) (the "Excluded Liabilities").

"Balance Sheet" means Parent's Balance Sheet, which shall be certified by the Chief Financial Officer of Parent and shall be dated as of the Balance Sheet Date.

"Balance Sheet Date" means December 31, 2015.

"Entity" means any foreign or domestic general partnership, limited partnership, limited liability company, limited liability partnership, corporation, joint venture, trust, business trust, cooperative or association.

"Knowledge" with respect to Parent means the actual knowledge of the following persons: Audrey G. Kunin and Jeffrey R. Kunin and all other officers of Parent.

"Laws" means, without limitation, all foreign, federal, state and local laws, statutes, rules, regulations, codes, ordinances, plans, orders, judicial decrees, writs, injunctions, notices, decisions or demand letters issued, entered or promulgated pursuant to any foreign, federal, state or local law.

"LLC Agreement" means the oral Operating Agreement of D. Doctor Acquisition, LLC, dated as of the date hereof.

"Person" means any individual or Entity.

1.2 Parent Contribution. In consideration of the receipt of the Consideration (hereinafter defined) and subject to the terms and conditions set forth in this Agreement, Parent

hereby agrees, on the Closing Date, to contribute, assign, transfer and deliver to the Company, and the Company hereby agrees to accept, acquire and take assignment and delivery of, all of the Acquired Assets described on Schedule 1.1(a), attached hereto and identified on the Balance Sheet, attached hereto as Schedule 1.2(b) (the "Parent Contribution").

1.3 Consideration. In consideration of Parent Contribution as provided in this Agreement, the Company shall issue to Parent _____ of the Company (the "Consideration").

1.4 Assumed Liabilities. Provided that the transactions herein contemplated are consummated, the Company will assume and discharge, and will indemnify Parent against the Assumed Liabilities, as described on Schedule 1.4, and no others, except as provided herein. The Company shall not be responsible for any liability or obligation of Parent not specifically assumed hereunder.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PARENT

Parent hereby represents and warrants to the Company, as follows:

2.1 Corporate Organization, etc. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri with all requisite organizational power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets.

2.2 Authorization, etc. Parent has full organizational power and authority to enter into this Agreement and all other agreements executed by it in connection with the transactions contemplated hereby (the "Transaction Documents"), consummate the transactions contemplated hereby and thereby and perform its obligations hereunder and thereunder. This Agreement and the Transaction Documents and all actions contemplated herein and therein which require the approval of its directors and shareholders have duly received the required approval and Parent shall have delivered a copy of such approvals to the Company on the Closing Date.

2.3 Enforceability. The Agreement and the Transaction Documents have been duly and validly executed and delivered by Parent and constitute the valid and binding obligations enforceable against Parent in accordance with their respective terms, except as (a) the enforceability hereof or thereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (b) the availability of equitable remedies may be limited to equitable principles of general applicability.

2.4 Contracts. Schedule 2.4 contains a list of all Contracts to which Parent is a party ("Contracts"). The term "Contracts" shall include, but shall not be limited to, all oral (which shall be summarized in Schedule 2.4) and written contracts, agreements, agency agreements, loan agreements, mortgages, indentures, deeds of trust, guarantees, commitments, joint venture agreements, purchase and/or sale agreements, collective bargaining, union, consulting and/or employment contracts, leases of real or personal property, easements, distribution or dealer agreements, service agreements, license agreements and advertising

agreements (except Schedule 2.4 shall not include agreements that do not exceed, in the case of any one agreement, an obligation of _____). Except as set forth in Schedule 2.4, all Contracts are in full force and effect and constitute legal, valid and binding obligations of the parties thereto in accordance with their terms, and are capable of assignment to the Company pursuant to this Agreement without any notice to or consent by any other party. The Company has been provided true, accurate and complete copies of all Contracts.

2.5 Title and Related Matters. Except as set forth in Schedule 2.5, Parent has good and marketable title to all of the respective properties and assets reflected on the Balance Sheet or acquired after the date thereof (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business and consistent with past practices) including, without limitation, the specific assets referred to in paragraphs (a), (b) and (c) below, free and clear of all mortgages, security interests, liens, pledges, claims, escrows, options, rights of first refusal, indentures, easements, licenses, security agreements or other agreements, arrangements, contracts, commitments, understandings, obligations, charges or encumbrances of any kind or character, except as reflected on the Balance Sheet. Parent owns or leases, directly or indirectly, all of the assets and properties, and is a party to all licenses and other agreements, presently used or necessary to carry on the business or operations of Parent as it is presently conducted.

(a) Real Property.

(i) Parent does not own any real property.

(ii) Parent is not a tenant under any lease(s) of real property used by Parent, except as described on Schedule 2.5(a).

(b) Personal Property. Parent has good and marketable title to all the respective personal property and assets, tangible or intangible, shown on the Balance Sheet, except to the extent sold or disposed of in transactions entered into in the ordinary course of business consistent with past practices since the Balance Sheet Date.

(c) Inventories. In addition to subsection (b) of this Section 2.5, the inventories of Parent included on the Balance Sheet are owned by Parent on the Closing Date.

2.6 ERISA and Related Employee Benefit Matters.

(a) Welfare Benefit Plans. Schedule 2.6(a) lists each "employee welfare benefit plan" (within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA")) maintained by Parent or to which Parent contributes or is required to contribute, including any multiemployer plan ("Welfare Benefit Plan").

(b) Pension Benefit Plans. Schedule 2.6(b) lists each "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) maintained by Parent or to which Parent contributes or is required to contribute, including any multiemployer plan ("Pension Benefit Plan").

(c) Other Employee Benefit Plans and Agreements. Schedule 2.6(c) lists each fringe benefit, cafeteria, profit sharing, deferred compensation, bonus, stock option,

stock purchase, pension, retainer, consulting, retirement, welfare, or other incentive plan or agreement, or employment agreement not terminable on 30 days or less written notice, and any other employee benefit plan, agreement, arrangement, or commitment not previously listed on the Schedules to this Section 2.6 (the "Other Benefit Arrangements") that is maintained by Parent or to which Parent contributes or is required to contribute.

2.7 Intellectual Property. Schedule 2.7 contains a complete and accurate list and summary description of the Intellectual Property Assets, including all U.S. and foreign registered, pending and common law, trade names, service marks, trademarks, and logos, all U.S. and foreign issued and pending patents, all U.S. and foreign copyrights, whether or not registered, and any rights of publicity, franchises and technology rights and licenses owned by or licensed to Parent.

2.8 Bank Accounts. Schedule 2.8 is a list of all bank accounts, lock boxes, safe deposit boxes and post office boxes maintained in the name of or controlled by Parent and the names of the persons having access thereto.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF COMPANY

The Company represents and warrants to Parent as follows:

3.1 Limited Liability Company Organization. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri with all requisite organizational power and authority to carry on its business as now being conducted and to own, operate and lease its properties and assets. The Company has all federal, state, local and foreign licenses, permits or other approvals required for the operation of the business as now being conducted.

3.2 Valid Issuance of Securities. The Interests being issued to Parent hereunder, when issued, sold and delivered in accordance with the terms hereof for the Consideration expressed herein, will be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than the restrictions on transfer under this Agreement, the LLC Agreement, and applicable state and federal securities laws.

3.3 Authorization, etc. The Company has full organizational power and authority to enter into this Agreement and the Transaction Documents, consummate the transactions contemplated hereby and thereby and perform its obligations hereunder and thereunder. This Agreement and the Transaction Documents and all actions contemplated herein and therein which require the approval of the managers or capital interest holders have duly received the required approval and the Company shall have delivered a copy of such approvals to Parent on the Closing Date.

3.4 Enforceability. The Agreement and the Transaction Documents have been duly and validly executed and delivered by the Company and constitute the valid and binding obligations enforceable against the Company in accordance with their respective terms, except as (a) the enforceability hereof or thereof may be limited by bankruptcy, insolvency, moratorium or

other similar laws affecting the enforcement of creditors' rights generally and (b) the availability of equitable remedies may be limited to equitable principles of general applicability.

ARTICLE IV OTHER AGREEMENTS

The Company and Parent covenant and agree that:

4.1 Bill of Sale; Assignment and Assumption Agreement. At the Closing, Parent and the Company will enter into the Bill of Sale; Assignment and Assumption Agreement, as contemplated by Section 7.2(e) hereof, in the form set forth in Exhibit A.

4.2 Taxes. Notwithstanding any other provision of this Agreement, the Company shall be liable and indemnify Parent for all taxes attributable to the ownership or transfer of the Acquired Assets or any operations of Parent for all taxable periods, including such periods ending on or before the Closing Date. Claims arising under this Section 4.2 shall survive for the full period of any applicable statute of limitations (including extensions) plus an additional ninety (90) days.

4.3 Transfer of Employee Withholding. Parent agrees to comply in all respects with the "alternate procedure" provided in Revenue Procedure 96-60, 1996-2 C.B. 399 (or any similar superseding authority providing for the transfer of employee withholding obligations). Parent and the Company hereby agree that for the calendar year in which the Closing Date occurs and all subsequent years, (a) Parent will be relieved from furnishing Forms W-2 to any employees who were employed by Parent immediately before the Closing Date and who will be employed by the Company immediately after the Closing Date ("Transferred Employees"); (b) Forms W-2 furnished to the Transferred Employees by the Company for the calendar year in which the Closing Date occurs will include wages paid and taxes withheld for such calendar year by both Parent and the Company; (c) Parent will be relieved of the obligation to file such Forms W-2 with the Social Security Administration; and (d) Parent's entire W-2 reporting obligations for the Transferred Employees will be assumed by the Company.

4.4 LLC Agreement. At the Closing, Parent and the Company will enter into the LLC Agreement. The parties hereto will comply with the terms thereof, as applicable.

4.5 Transaction Costs. The Parent shall pay the costs associated with the transactions contemplated by this Agreement and the LLC Agreement.

4.6 Name Change. Effective as of the date of this Agreement, Parent shall change its name to permit the Company to assume the name "DERMAdoctor, LLC" with the Missouri Secretary of State.

ARTICLE V
CONDITIONS TO THE OBLIGATIONS OF COMPANY

Each and every obligation of the Company under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless waived in writing by the Company:

5.1 Representations and Warranties: Performance. The representations and warranties made by Parent herein shall be true and correct on the Closing Date; Parent shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by it prior to the Closing Date; Parent shall have delivered to the Company a certificate dated the Closing Date, in the form designated Exhibit B hereto, certifying to such matters and the other conditions contained in this Article V.

5.2 Other Documents. Parent will furnish to the Company such documents and certificates of Parent's directors, officers, shareholders and others as the Company shall reasonably request to evidence compliance with the conditions set forth in this Agreement.

5.3 Other Agreements. The agreements described in Sections 4.1 and 4.4 shall have been entered into and delivered.

ARTICLE VI
CONDITIONS TO THE OBLIGATIONS OF PARENT

Each and every obligation of Parent under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions unless waived in writing by Parent:

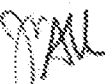
6.1 Representations and Warranties: Performance. The representations and warranties made by the Company herein shall be true and correct on the Closing Date; the Company shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to the Closing Date; the Company shall have delivered to Parent a certificate, dated the Closing Date, in the form designated Exhibit C hereto, certifying to such matters and the other conditions contained in this Article VI.

6.2 Other Documents. The Company will furnish Parent with such other and further documents and certificates of the Company's directors, officers and others as Parent shall reasonably request to evidence compliance with the conditions set forth in this Agreement.

6.3 Other Agreements. The Agreements described in Sections 4.1 and 4.4 shall have been entered into and delivered.

ARTICLE VII
CLOSING

7.1 Closings. The closing for the delivery of the Acquired Assets, Assumed Liabilities and the Consideration (the "Closing"), shall be held on December 31, 2015 or on such



other date (the "Closing Date") mutually agreed upon at such place or places as the Company and Parent shall mutually agree.

7.2 Deliveries at Closing.

(a) At the Closing, Parent shall transfer and assign to the Company all of their respective Acquired Assets. Additionally, the other agreements, certifications and other documents required to be executed and delivered by Parent hereunder at the Closing shall be duly and validly executed and delivered.

(b) At the Closing, the Company shall transfer to Parent the Consideration. Additionally, the other agreements, certifications and other documents required to be executed and delivered by the Company hereunder shall be duly and validly executed and delivered.

(c) At the Closing, Parent shall deliver to the Company, in a form reasonably satisfactory to counsel for the Company, such bills of sale, assignments, deeds or other conveyances and all third party consents as may be appropriate or necessary to effect the transfer to the Company of the property and rights as contemplated herein.

(d) From time to time after the Closing, at the Company's request and without further consideration from the Company, Parent shall execute and deliver such other instruments of conveyance and transfer and take such other action as the Company reasonably may require to convey, transfer to and vest in the Company and to put the Company in possession of any assets or property to be sold, conveyed, transferred and delivered hereunder.

(e) The assumption of Assumed Liabilities hereunder shall be by a Bill of Sale; Assignment and Assumption Agreement (as set forth in Exhibit A).

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of Parent and the Company.

8.2 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:

(i) If to Parent:

DERMAdoctor, Inc.
1901 McGee Street
Kansas City, Missouri 64108
Attn: Jeff Kunin
Telephone: (816) 885-7391
Email: jkunin@dermadoctor.com

(ii) If to the Company to:

1901 McGee Street
Kansas City, Missouri 64108
Attn: Russ Taylor
Telephone: _____
Email: _____

in each case with a copy to:

Bryan Cave LLP
1200 Main, Suite 3800
Kansas City, Missouri 64105
Attn: Tom Van Dyke
Telephone: (816) 374-3201
Fax: (816) 855-3201

or such other persons or addresses as shall be furnished in writing by any party to the other party. A Notice shall be deemed to have been given as of the date when (w) personally delivered, (x) five (5) days after the date when deposited with the United States mail properly addressed, (y) when receipt of a Notice sent by an overnight delivery service is confirmed by such overnight delivery service; or (z) when receipt of the telex or telecopy is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended recipient.

8.3 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of all other parties hereto.

8.4 Governing Law. This Agreement shall be governed by the laws of the state of Missouri (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the state of Missouri) as to all matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

8.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.6 Neutral Interpretation. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

8.7 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

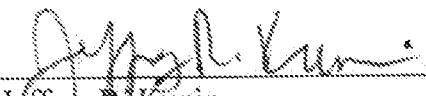
8.8 Entire Agreement. This Agreement, which term as used throughout includes the Exhibits hereto, together with the LLC Agreement, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein or therein. This Agreement supersedes all other prior agreements and understandings between the parties with respect to such subject matter.

8.9 Further Assurances. Each party agrees (a) to furnish upon request to the other party such further information; (b) to execute and deliver to the other party such other documents; and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first hereinabove set forth.


COMPANY:

D. Doctor Acquisition, LLC
a Missouri limited liability company

By: 
Name: Jeffrey R. Kunin
Title: Vice President

PARENT:

DERMAdoctor, Inc.,
a Missouri corporation

By: 
Name: Audrey G. Kunin
Title: President

Schedule 2.7

Intellectual Property Assets

Patent

1. Anti-Acne Sunscreen Composition (Ain't Misbehavin Sunscreen)
U.S. Utility Patent Application Serial No.: 12/059,761
Document: US20090246156
Filed: March 31, 2008
2. See attached Patent Report dated November 30, 2015.

Trademark

1. See attached International Trademark List dated December 2015.
2. See attached Domestic Trademark Report dated November 30, 2015.
3. EYE SPY
Serial Number: 78/240,535
Registration Number: 3,171,998
Registration Date: 11.14.06
Class: 3
4. FAUX FILLMENT
Serial Number: 78/472,625
Registration Number: 3,240,405
Registration Date: 05.08.07
Class: 3
5. IMMACULATE CORRECTION
Serial Number: 78/183,207
Registration Number: 3,149,366
Registration Date: 09.26.06
Class: 5
6. Kakadu C
Serial Number: 86/502,562
Registration Number: pending
Registration Date: 1.13.15
Class: 3, 5
7. SEBUM SEQUESTERING MICRO-PARTICLES
Serial Number: 78/240,511
Registration Number: 3,170,232
Registration Date: 11.07.06
Class: 3
8. TV REPAIR KIT
Serial Number: 78/141,208
Registration Number: 3,248,027
Registration Date: 05.29.07
Class: 3

**Patent Report By Invention
Search Criteria**

Client	14954
Status	ACTIVE

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
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Cleanser Composition

UNITED STATES	14954.10012	NEW	2/14/2007	11/674,944			PUBLISHED
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COMPOSITION AND METHOD FOR TREATING KERATOSIS PILARIS

UNITED STATES	14954.10003	NEW	6/30/2006	11/428,000	2/11/2014	8,647,682	ISSUED
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COMPOSITION FOR TREATMENT OF HYPERHIDROSIS

UNITED STATES	14954.22	FCA	7/27/2010	12/844,705	12/25/2012	8,337,821	ISSUED
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**METHOD AND COMPOSITION FOR THE TREATMENT OF EXCESS FAT
ACCUMULATION**

UNITED STATES	14954.10069	FCA	3/14/2014	14/213,471			PUBLISHED
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MOISTURIZING RETINOL COMPOSITION

UNITED STATES	14954.21	FCA	7/27/2010	12/844,368	10/13/2015	9,155,915	ISSUED
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TOPICAL SKIN CARE COMPOSITION

UNITED STATES	14954.10046	NEW	2/27/2009	12/395,251	7/22/2014	8,784,852	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED

6

**Trademark Report By Title
Search Criteria**

Client	14954
Status	ACTIVE

Display Options

Goods	All
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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AIN'T MISBEHAVIN'

UNITED STATES	14954.10062	8/4/2006	78/981,400	7/6/2010	3,815,881	REGISTERED	03
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CLASS	DESCRIPTION
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03	Non-medicated skin care preparations, namely, treatments for acne; non-medicated acne cleansers; skin toners; skin moisturizers; non-medicated facial masques for acne spot treatments; non-medicated topical creams for moisturizing the face; beauty gels; facial lotions; beauty serums; non-medicated ointments for treatment of sunburn; body scrubs; skin care preparations, namely, comedone extracting creams
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BEAUTIFUL MEDICINE

UNITED STATES	14954.10	6/21/2005	78/655,003	1/25/2011	3,912,376	REGISTERED	03, 05, 35, 44
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CLASS	DESCRIPTION
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44	Providing information about health and beauty via global computer network, namely, health and beauty information concerning skin care products and skin care issues
35	On-line retail store services featuring skin care products
03	Non-medicated skin care products, namely, sunscreen lotion; cosmetic eye treatments, namely, eye creams, eye gels, eye shadows, mascaras, concealers, eyebrow powders, eye liner powders and eye liner liquids, all sic for rejuvenation of the eye area; non-medicated cosmetic preparations for skin renewal, namely, preparations to improve blackheads and pores; medicated soap, namely, cleansing therapeutic medicated soap for face and body; antiperspirants; facial oil control gel; cosmetic lip color and non-medicated lip care preparations, namely, lip treatment; non-medicated corrective products, namely, skin cleansers, skin toners, skin moisturizers, and skin enhancement treatments, namely, facial and body creams for skin moisturizing and enhancement, beauty gels for skin cleansing and enhancement, facial and body lotions for skin moisturizing, toning and enhancement, facial and body scrubs for skin enhancement, non-medicated beauty and skin serums for skin cleansing and enhancement, skin creams, skin lotions, body creams, facial masks, skin concealer treatments, namely, facial creams for skin concealing and treatment; bleaching agent products, namely, bleaching preparations for cosmetic purposes
05	Skin care products, namely, medicated creams for treatment of rosacea, acne and eczema; medicated foot cream, namely, medicated rejuvenating foot cream for use in treating athlete's foot and for use during pedicures; medicated solution for use on clothes for sweat prevention; vitamin and mineral preparations for use as an ingredient in medicated and non-medicated skin care preparations

BEAUTIFUL SKIN IS ALWAYS IN. AND SO IS YOUR DERMATOLOGIST

UNITED STATES	14954.10029	11/8/2002	78/183,095	11/21/2006	3,174,707	REGISTERED	35
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CLASS	DESCRIPTION
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35	Computerized online retail services featuring skin care products
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BODY GUARD

UNITED STATES	14954.10033	11/8/2002	78/183,212	9/28/2004	2,890,222	REGISTERED	03
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CLASS	DESCRIPTION
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03	skin care products, namely, sunscreen lotion
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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BORN TO BE MILD

UNITED STATES 14954.10000 11/8/2002 78/183,171 11/28/2006 3,177,627 REGISTERED 03

CLASS	DESCRIPTION
03	Skin care products, namely, a medicated soap for face and body

BRAZILIAN BOMBSHELL

UNITED STATES 14954.10070 2/14/2014 86/193,768 7/28/2015 4,782,816 REGISTERED 03

CLASS	DESCRIPTION
03	Non-medicated skin care and skin treatment preparations, namely, hand, foot, body, facial moisturizing and conditioning lotions, gels, creams, serums, oils and sprays; sunscreen lotions, sprays, and gels; skin cleansers, masks, gels, exfoliants, toners and scrubs; cosmetics anti-aging skin preparations for hand, body and face; hair care and hair treatment preparations, namely, hair shampoo, hair conditioner, hair rinses, hair oils, hair gels, masks and deep conditioners, styling lotions, gels and sprays; shaving creams, gels and lotions, after shave creams, gels and lotions

CALM, COOL & CORRECTED

UNITED STATES 14954.10017 11/8/2002 78/183,078 10/5/2004 2,891,888 REGISTERED 05

CLASS	DESCRIPTION
05	Non-medicated skin care preparations, namely, a cream for the treatment of rosacea

DERMADOCTOR

UNITED STATES 14954.10020 7/3/2002 78/141,197 7/26/2005 2,978,251 REGISTERED 03, 05

CLASS	DESCRIPTION
05	Skin care products, namely, medicated skin care preparations
03	Skin care products, namely, non-medicated care preparations

UNITED STATES 14954.10014 11/8/2002 78/183,229 11/22/2005 3,018,417 REGISTERED 35

CLASS	DESCRIPTION
35	COMPUTERIZED ON-LINE RETAIL SERVICES IN THE FIELD OF SKIN CARE PRODUCTS AND COSMETICS

UNITED STATES 14954.10052 4/23/2009 77/720,470 8/24/2010 3,838,811 REGISTERED 35

CLASS	DESCRIPTION
35	Retail store services in the field of skin care products and cosmetics

DERMADOCTOR.COM

UNITED STATES 14954.10032 6/5/2000 76/063,212 1/14/2003 2,673,702 REGISTERED 35, 42

CLASS	DESCRIPTION
35	On-line retail store services featuring skin care products
42	Providing health information regarding skin care products and skin care issues

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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Design (woman)

UNITED STATES 14954.10042 3/22/2001 76/229,092 4/6/2004 2,830,390 REGISTERED 35, 44

CLASS	DESCRIPTION
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35 Retail services featuring skin care products, rendered via a global computer information network
44 Information services featuring skin care issues, rendered via a global computer information network

DOCTOR'S ORDERS

UNITED STATES 14954.19 1/13/2009 77/648,601 10/16/2012 4,225,927 REGISTERED 03

CLASS	DESCRIPTION
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03 Non-medicated skin care preparations, namely, cleansers, toners, moisturizers, sunscreen, hand cream, makeup remover, face cream, eye cream, body cream, lotion, gel, ointment, wrinkle cream and self tanners; cosmetics; shampoo and conditioner; soap, bath salts, bath oil, and bubble bath

FALL IN LOVE WITH RETINOL ALL OVER AGAIN

UNITED STATES 14954.10061 5/7/2010 85/032,655 6/26/2012 4,165,064 REGISTERED 03

CLASS	DESCRIPTION
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03 Non-medicated skin lotion

FEET ACCOMPLI

UNITED STATES 14954.10040 7/9/2003 78/272,003 6/28/2005 2,964,385 REGISTERED 05

CLASS	DESCRIPTION
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05 Medicated rejuvenating foot cream for use in treating athlete's foot and in pedicures

FLAWLESS SAPPHIRE COMPLEX

UNITED STATES 14954.10071 2/14/2014 86/193,764 7/28/2015 4,782,815 REGISTERED 03

CLASS	DESCRIPTION
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03 Non-medicated skin care and skin treatment preparations, namely, hand, foot, body, facial moisturizing and conditioning lotions, gels, creams, serums, oils and sprays; sunscreen lotions, sprays, and gels; skin cleansers, masks, gels, exfoliants, toners and scrubs; cosmetics anti-aging skin preparations for hand, body and face; hair care and hair treatment preparations, namely, hair shampoo, hair conditioner, hair rinses, hair oils, hair gels, masks and deep conditioners, styling lotions, gels and sprays; shaving creams, gels and lotions, after shave creams, gels and lotions

GORILLA WARFARE

UNITED STATES 14954.10057 12/9/2009 77/889,565 11/30/2010 3,884,204 REGISTERED 03

CLASS	DESCRIPTION
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03 Cosmetic hair regrowth inhibiting preparations, namely, lotions, creams, gels, ointments, soaps, antiperspirants, sunscreens, skin bronzers, self-tanning creams and waxes

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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HANDY MANUM

UNITED STATES	14954.10027	5/29/2003	78/255,571	9/6/2005	2,993,126	REGISTERED	05
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CLASS	DESCRIPTION
05	Medicated cosmetics for use in treatment of eczema

IMMOBILE LINES

UNITED STATES	14954.10021	3/22/2005	78/592,101	3/21/2006	3,070,850	REGISTERED	03
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CLASS	DESCRIPTION
03	wrinkle-removing skin care preparation, namely, a topical line relaxer used to treat facial wrinkles and creases

JUST WHAT THE SKIN DOCTOR ORDERED

UNITED STATES	14954.10039	5/29/2003	78/255,553	11/7/2006	3,169,334	REGISTERED	03, 05
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CLASS	DESCRIPTION
03	Skin care products, namely, non-medicated skin care preparations
05	Skin care products, namely, medicated skin care preparations

KP DUTY

UNITED STATES	14954.10030	7/3/2002	78/141,221	10/25/2005	3,008,471	REGISTERED	03
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CLASS	DESCRIPTION
03	Skin care products, namely, an exfoliating moisturizer

LITMUS TEST

UNITED STATES	14954.10051	3/18/2009	77/693,963	10/26/2010	3,868,193	REGISTERED	03
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CLASS	DESCRIPTION
03	Non-medicated, ph-correcting skin care products, namely, toner, cleanser, moisturizer, acne treatment lotion, cream, shampoo, hair conditioner, lip cream, lip balm, nail care preparations, body scrub, and body cleanser

LITTLE RED DRESS

UNITED STATES	14954.12	7/26/2005	78/678,530	1/16/2007	3,198,238	REGISTERED	03
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CLASS	DESCRIPTION
03	Cosmetics, namely, lip and cheek color

MAKE PEACE NOT HAIR

UNITED STATES	14954.10060	5/7/2010	85/032,612	4/19/2011	3,949,244	REGISTERED	03
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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CLASS	DESCRIPTION
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03 Cosmetic hair regrowth inhibiting preparations, namely, lotions, creams, gels, ointments, soaps, antiperspirants, sunscreens, skin bronzers, self-tanning creams and waxes

MED-E-TATE

UNITED STATES	14954.10026	5/29/2003	78/255,535	3/4/2008	3,392,710	REGISTERED	05
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CLASS	DESCRIPTION
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05 Medicated solution for use on clothes for sweat prevention

NEW DECADE NEW YOU

UNITED STATES	14954.10050	3/18/2009	77/693,956	8/24/2010	3,838,754	REGISTERED	03
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CLASS	DESCRIPTION
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03 A collection of non-medicated skin rejuvenating preparations sold in a kit

NEW YEAR NEW YOU

UNITED STATES	14954.10058	1/12/2010	77/910,092	2/8/2011	3,918,024	REGISTERED	03
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CLASS	DESCRIPTION
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03 A collection of non-medicated skin rejuvenating preparations sold in a kit

PHOTODYNAMIC THERAPY

UNITED STATES	14954.10063	11/10/2010	85/173,621	11/27/2012	4,251,711	REGISTERED	03
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CLASS	DESCRIPTION
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03 Sunscreen

PHYSICAL CHEMISTRY

UNITED STATES	14954.10008	8/4/2006	78/945,259	5/27/2008	3,438,337	REGISTERED	03
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CLASS	DESCRIPTION
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03 Non-medicated skin care preparations, namely, chemical peels for the skin; non-medicated facial microdermabrasion creams, and facial scrubs

PICTURE POREFECT

UNITED STATES	14954.10022	11/8/2002	78/183,176	10/19/2004	2,896,369	REGISTERED	03
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CLASS	DESCRIPTION
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03 Skin care products, namely, a non-medicated preparation to improve blackheads and pores

POETRY IN LOTION

UNITED STATES	14954.10023	4/22/2003	78/240,519	3/4/2008	3,392,704	REGISTERED	03
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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CLASS	DESCRIPTION
03	Non-medicated skin lotion

PURE POETRY

UNITED STATES	14954.10059	5/7/2010	85/032,659	8/13/2013	4,384,266	REGISTERED	03
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CLASS	DESCRIPTION
03	Non-medicated skin care preparations

SAY GOODBYE TO "CHICKEN SKIN"

UNITED STATES	14954.10019	5/3/2005	78/621,745	10/17/2006	3,156,869	REGISTERED	03
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CLASS	DESCRIPTION
03	Skin care products, namely, exfoliating moisturizers, creams, lotions, peels, masks and cleansers

SHRINKING BEAUTY

UNITED STATES	14954.10067	11/12/2012	85/777,287	10/8/2013	4,416,011	REGISTERED	03
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CLASS	DESCRIPTION
03	Non-medicated skin care preparations, namely, a topical treatment to reduce and improve the appearance of cellulite

TEASE ZONE

UNITED STATES	14954.10024	11/8/2002	78/183,082	10/12/2004	2,893,881	REGISTERED	03
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CLASS	DESCRIPTION
03	NON-MEDICATED SKIN CARE PREPARATIONS, NAMELY, A FACIAL OIL CONTROL GEL

THE DERMADOCTOR SKINSTRUCTION MANUAL

UNITED STATES	14954.10035	8/10/2004	78/465,002	5/8/2007	3,240,400	REGISTERED	16
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CLASS	DESCRIPTION
16	Printed matter, namely books regarding skin care and medicated and non-medicated skin care products

THE DOCTOR IS IN...THIS BOX

UNITED STATES	14954.10028	7/3/2002	78/141,229	9/28/2004	2,890,109	REGISTERED	03, 05
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CLASS	DESCRIPTION
03	Skin care products, namely, non-medicated skin care preparations
05	Skin care products, namely, medicated skin care preparations

TOTAL NONSCENTS

UNITED STATES	14954.10037	11/8/2002	78/183,234	1/18/2005	2,919,823	REGISTERED	03
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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CLASS	DESCRIPTION
03	Antiperspirant

URBAN VEIL

UNITED STATES 14954.10073 1/12/2015 86/501,328 ALLOWED 03, 05

CLASS	DESCRIPTION
03	Skin care products, namely, non-medicated skin care preparations
05	Skin care products, namely, medicated skin care preparations

WRINKLE REVENGE

UNITED STATES 14954.10041 8/24/2004 78/472,622 6/6/2006 3,101,988 REGISTERED 03

CLASS	DESCRIPTION
03	Non-medicated skin care products, namely, wrinkle fighting creams, lotions, cleansers, toners

YOUR PRESCRIPTION FOR BEAUTIFUL SKIN

UNITED STATES 14954.10036 3/22/2001 76/229,094 8/12/2003 2,750,956 REGISTERED 35, 42

CLASS	DESCRIPTION
35	RETAIL STORE SERVICES FEATURING SKIN CARE PRODUCTS, PROVIDED VIA A GLOBAL COMPUTER NETWORK
42	PROVIDING INFORMATION ABOUT BEAUTY, NAMELY, INFORMATION CONCERNING SKIN CARE PRODUCTS AND SKIN CARE ISSUES RENDERED VIA A GLOBAL COMPUTER NETWORK

END OF REPORT

TOTAL ITEMS SELECTED =

41