

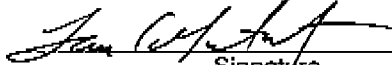
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow \nabla \nabla \nabla \nabla \nabla \nabla \nabla$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> <b>Carme Cosmeceutical Science, Inc.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: <b>Delaware</b>  Other:  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <b>David Pinkman</b> Internal Address:  Street Address: <b>211 Alandale Place S.W.</b>  City: <b>Calgary State: Alberta, Canada Zip: T3E 3L9</b>  <input checked="" type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  (Designations must be a separate document from assignment)                  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  Other:  Execution Date: <b>September 23, 2002</b>	

<b>4. Application number(s) or registration number(s):</b>  A. Trademark Application No.(s)   Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s)  <p style="text-align: center;"><b>1,233,213</b></p>
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<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name <b>Laura C. Gustafson</b>  Internal Address <b>Calendar/Docketing Department</b>  <b>P.O. Box 7880</b>  <b>San Francisco, CA 94120-7880</b>  Street Address: <b>50 Fremont St.</b>  City: <b>San Francisco State: CA Zip: 94105</b>	<b>6. Total number of applications and registrations involved: ..... 1</b>  <b>7. Total fee (37 CFR 3.41).....\$40.00</b>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <hr/> <b>8. Deposit account number:</b>  <p style="text-align: center;"><b>502214 (Our Ref.: 014911/0000002)</b></p> (Attach duplicate copy of this page if paying by deposit account)
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<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <b>Laura C. Gustafson</b> Name of Person Signing	 Signature	<b>January 30, 2003</b> Date
Total number of pages including cover sheet, attachments, and document: <b>6</b>		

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of September 23, 2002, by and between Carme Cosmeceutical Sciences, Inc., a Delaware corporation ("Assignor"), and David Pinkman, an individual ("Assignee").

WHEREAS, Assignor is the owner of U.S. Trademark Registration 1,233,213, for REVITACYL (the "Mark"); and

WHEREAS, Assignor desires to assign and transfer all right, title and interest in and to the Mark to Assignee and Assignee desires to acquire the same;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

### 1. Assignment

1.1. Assignor hereby conveys, transfers and assigns to Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the Mark, the associated registration, and the goodwill of the business connected with the use of and symbolized by the Mark, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

1.2. Assignor agrees to execute any further documents as may be necessary and take any and all further actions, requested by Assignee or its successors and assigns, in order to fully vest the right, title and interest being conveyed to Assignee pursuant to this Assignment.

2. Warranties. Assignor represents and warrants that (a) the security interest to Michigan National Bank, dated July 25, 1991, has terminated or been released; (b) there are no outstanding liens, security interests or other encumbrances against the Mark; (b) Assignor has no knowledge of any existing threatened or known claims or liabilities against Assignor as owner of the Mark; and (c) Assignor has not granted any rights or licenses in or to the Mark to any third parties.

3. Purchase Price. Upon execution of this Agreement, Assignee shall compensate Assignor, as indicated in Exhibit A.

4. Severability. If any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

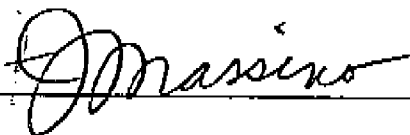
5. Entire Understanding. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and supersedes all prior understandings or agreements and shall be binding upon Assignor's heirs, successors and assigns and upon Assignee's successors and assigns, and shall inure to the benefit of Assignee and his successors and assigns.

6. Modifications. No alteration or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by all parties.

7. Governing Law and Jurisdiction. This Agreement shall be subject to and governed by the laws of the state of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.


CARME COSMECEUTICAL SCIENCES, INC.

By 

Title Chairman - CEO

Date 9/23/02

DAVID PINKMAN

By 

Title \_\_\_\_\_

Date Sept 10, 2002

**Exhibit A**

Purchase Price: \$7500(US)

Upon execution of the Trademark Assignment Agreement and delivery to Assignee of documentation indicating the release or termination of the security interest to Michigan National Bank, Assignee shall deliver to Assignor the Purchase Price by **bank draft**.