

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carme, Inc.		09/25/1995	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carme International, Inc.		
<b>Street Address:</b>	620 Airpark Road		
<b>City:</b>	Napa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94558		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	507052	SOPHISTI-CREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-7007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 577-7000		
<b>Email:</b>	Trademark@fitcheven.com		
<b>Correspondent Name:</b>	Joseph T. Nabor		
<b>Address Line 1:</b>	120 S. LaSalle Street		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603-3406		
<b>NAME OF SUBMITTER:</b>	Joseph T. Nabor		
<b>Signature:</b>	/Joseph T. Nabor/		
<b>Date:</b>	08/25/2005		

CH \$40.00 507052

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of September 15, 1995, between CARME, INC. ("Seller") and CARME INTERNATIONAL, INC., ("Buyer").

RECITALS

WHEREAS, Seller is engaged in the business (the "Business") of manufacturing and selling health and beauty aids with its principal place of business located at 84 Galli Drive, Novato, California 94949;

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of July 31, 1995 (the "Agreement") pursuant to which Seller has sold substantially all of its assets related to the Business to Buyer, all on the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller does hereby assign, grant and convey to Buyer all right, title and interest in and to all trade secrets and other proprietary information, trademarks, service marks, business names, logos, indicia and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations which have heretofore been or may hereafter be issued thereon throughout the world, including, without limitation, those listed on Schedule 1 attached hereto.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CARME, INC.

By: Michael A. Feder  
Name: Michael Feder  
Title: Acting President

