

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skin Care Revolution, LLC		09/10/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Nulase International, LLC
Street Address:	12226 Nicollet Avenue
City:	Burnsville
State/Country:	MICHIGAN
Postal Code:	55337
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78941530	BLULASE

CORRESPONDENCE DATA

Fax Number: (602)631-4529
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6023934569
 Email: pto_jrm@vclmlaw.com
 Correspondent Name: Joseph R. Meaney
 Address Line 1: 1938 East Osborn Road
 Address Line 2: Venable Campillo Logan & Meaney, P.C.
 Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	PHJM1138-003
NAME OF SUBMITTER:	Joseph R. Meaney

Signature:	/jrm/
Date:	09/28/2007
Total Attachments: 6 source=executed assignment#page1.tif source=executed assignment#page2.tif source=executed assignment#page3.tif source=executed assignment#page4.tif source=executed assignment#page5.tif source=executed assignment#page6.tif	

PATENT AND TRADEMARK ASSIGNMENT

THIS AGREEMENT is made and entered into as of September 1, 2006 by and between SKIN CARE REVOLUTION, LLC, a California limited liability company having its principal place of business at 6404 Wilshire Boulevard, Suite 830, Los Angeles, California, Joseph C. WANAMAKER, an individual residing at 3760 Wrightwood Drive, Studio City, California (Skin Care Revolution and Wanamaker are collectively referred to herein as "Assignors") and NULASE INTERNATIONAL, LLC ("Nulase"), a _____ limited liability company having its principal place of business at 12226 Nicollet Avenue, Burnsville, Minnesota 55337 (Nulase is referred to herein as "Assignee").

This Agreement is based on the following premises and objectives:

- A. Wanamaker is the inventor of technology disclosed and claimed in the patent applications listed on Exhibit A, which is attached hereto (collectively, the "Patent Rights") and Skin Care Revolution, LLC is the owner of the Patent Rights. Together, Assignors own all right, title and interest in the Patent Rights;
- B. In a separate agreement, Assignee became the successor to all assets and goodwill of Skin Care Revolution, LLC, including the Patent Rights and all trademark rights referenced herein, and specifically including the trademark referenced in Exhibit B (the "Trademark Rights");
- C. In addition, as set forth herein, the parties desire to memorialize the assignment of the Patent Rights and Trademark Rights pursuant to the following terms and conditions.

The parties mutually agree as follows:

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignors, Assignors hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, the Trademark Rights, and all other patent and trademark rights that may be based thereon, including all foreign and domestic rights, renewals, divisions, reissues, continuations, continuations-in-part and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent or Trademark Registrations may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent and Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignors have read each listed document on Exhibit A and Exhibit B and hereby represent and warrant that, collectively, they have full legal right; power and authority to sell, assign and transfer the Patent Rights and the Trademark Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights or the Trademark Rights. ~~Assignors hereby agree not to execute any agreement in conflict with this assignment and that any prior agreement between any Assignor and a third party is subordinate to this Agreement.~~

Assignors agree to execute and deliver all papers and take such other action, as may be necessary or desirable, to protect and perfect title to the Patent and Trademark Rights in the Assignee. Assignors hereby authorize and request the Commissioner of Patents, the Commissioner of Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights and any trademark registrations or issuing from the Patent and Trademark Rights.

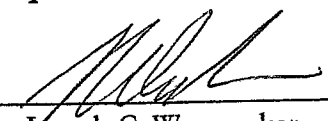
Assignors hereby agree to communicate to Assignee any facts known that effect the Patent Rights or Trademark Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights and Trademark Rights in all countries.

Assignors agree that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that each Assignor has the right to have this Agreement reviewed by anyone of Assignors' choosing, including an attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first written above.

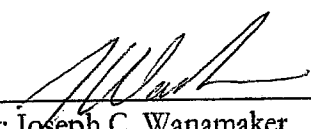
ASSIGNOR:

Joseph C. Wanamaker


By: Joseph C. Wanamaker


ASSIGNOR:

Skin Care Revolution, LLC


By: Joseph C. Wanamaker
Title: President

ASSIGNEE:

Nulase International, LLC


By: John Zimmer
Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

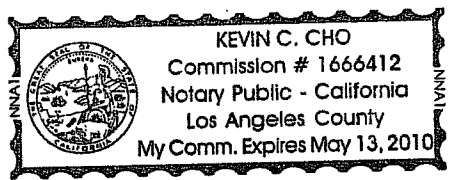
State of California

County of Los Angeles } ss.

On 9/10/07, before me, Kevin C. Cho, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joseph Wanamaker, individually,
Name(s) of Signer(s)
and as officer of Skin Care Revolution, LLC

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kevin C. Cho
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

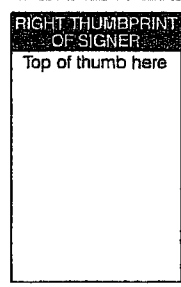
Description of Attached Document
 Title or Type of Document: Patent Assignment

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

EXHIBIT A

U.S. Patent Applications entitled:

HAND-HELD LASER, a United States design patent application filed April 18, 2006, U.S. design patent application number No. 29/246,488.

LASER-ENHANCED SKIN CARE SYSTEM, a United States provisional application filed March 30, 2006, U.S. patent application number 60/743,974.

LOW-LEVEL LASER SKIN THERAPY SYSTEM, a United States provisional application filed July 31, 2006, U.S. patent application number 60/820,916.

LOW-LEVEL LASER SKIN THERAPY SYSTEM, a United States non-provisional utility application filed March 29, 2007, U.S. patent application number 11/693,412.

EXHIBIT B

U.S. Trademark Application:

BLULASE mark (design plus words), serial number 78941530, filing date July 31, 2006.