

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRESCRIBEDsolutions, LLC		08/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Biopelle, Inc.		
Street Address:	780 W. Eight Mile Road		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3130460	PRESCRIBEDSOLUTIONS [CUSTOMIZED SKINCARE]	
Serial Number:	77470899	STOP THE CLOCK	
CORRESPONDENCE DATA			
Fax Number:	(734)995-1777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-995-3110		
Email:	trademark@butzel.com		
Correspondent Name:	Christopher M. Taylor		
Address Line 1:	350 South Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48102		
ATTORNEY DOCKET NUMBER:	139200-05		
NAME OF SUBMITTER:	Christopher M. Taylor/		
Signature:	/Christopher M. Taylor/		

CH \$65.00 3130460

Date:

08/26/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

(PRESCRIBEDsolutions, LLC to Biopelle, Inc.)

THIS TRADEMARK ASSIGNMENT, dated as of August 5, 2009 (this "Assignment"), is made between PRESCRIBEDsolutions, LLC, a Delaware limited liability company having a place of business at 900 Broadway; Suite 5R; New York, New York ("Assignor"), and Biopelle, Inc., a Michigan corporation having a place of business at 780 W. Eight Mile Road, Ferndale, Michigan 48220 ("Assignee").

WHEREAS, Assignor, Assignee, and Ferndale Laboratories, Inc., a Michigan corporation, are parties to that certain Asset Purchase Agreement, dated August 5, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, among other things, all of Assignor's right, title and interest in and to the United States trademarks set forth on Schedule A appended hereto (collectively, the "Trademarks").

WHEREAS, this Assignment is executed and delivered pursuant to and as required by the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests of Assignor in and to the Trademarks, together with the goodwill of Assignor's business appurtenant thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement and/or dilution of the Trademarks and the rights thereto.

2. Assignor, at Assignee's expense, shall execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate.

3. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Michigan.

4. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

5. This Assignment may be executed in one or two counterparts, each of which shall be deemed an original. Facsimile or other printable electronic signatures (e.g., PDF file transmission) shall be deemed to have the same effect as an original signature.

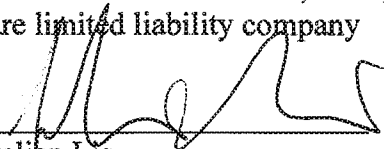
6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Trademark Assignment.

ASSIGNOR

PRESCRIBEDSOLUTIONS, LLC, a
Delaware limited liability company

By: 
Aurelian Lis
President and Chief Operating Officer

STATE OF NEW YORK)
)
COUNTY OF New York)

On this 6 day of August, 2009, before me personally appeared Aurelian Lis, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC

MARK P. BANISH
Notary Public, State of New York
No. 01BA6144076
Qualified in New York County
Commission Expires April 24, 2010

My commission expires: 4/24/2010

ASSIGNEE

BIOPELLE, INC., a
Michigan corporation

By: _____
Elliott Milstein
President and Chief Operating Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Trademark Assignment.

ASSIGNOR

PRESCRIBEDSOLUTIONS, LLC, a
Delaware limited liability company

By: _____
Aurelian Lis
President and Chief Operating Officer

STATE OF NEW YORK)
)
COUNTY OF _____)

On this ____ day of August, 2009, before me personally appeared Aurelian Lis, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

My commission expires: _____

ASSIGNEE

BIOPELLE, INC., a
Michigan corporation

By: 
Elliott Milstein
President and Chief Operating Officer

[Signature Page to Trademark Assignment]

Schedule A
Trademarks

PRESCRIBEDsolutions
[CUSTOMIZED SKINCARE]

Word Mark **PRESCRIBEDSOLUTIONS [CUSTOMIZED SKINCARE]**
Goods and **IC 003. US 001 004 006 050 051 052. G & S: NON-MEDICATED SKIN CARE**
Services **PREPARATIONS; COSMETICS. FIRST USE: 20031130. FIRST USE IN COMMERCE:**
 20031130

Mark Drawing **(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM**
Code

Serial Number **78117271**
Filing Date **March 25, 2002**
Current Filing **1A**
Basis

Original Filing **1B**
Basis

Published for **October 4, 2005**
Opposition

Registration **3130460**
Number

Registration Date **August 15, 2006**
Owner **(REGISTRANT) PRESCRIBEDSOLUTIONS LLC LTD LIAB CO NEW YORK 162**
 FIFTH AVENUE SUITE 1003 NEW YORK NEW YORK 10010

Assignment **ASSIGNMENT RECORDED**
Recorded

Attorney of **STEVEN M HOFFBERG**
Record

Disclaimer **NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SOLUTIONS" AND**
 "CUSTOMIZED SKINCARE" APART FROM THE MARK AS SHOWN

Type of Mark **TRADEMARK**
Register **PRINCIPAL**
Live/Dead **LIVE**
Indicator

Continued.....

STOP THE CLOCK

Word Mark STOP THE CLOCK
Goods and Services IC 003. US 001 004 006 050 051 052. G & S: Cosmetic creams for skin care. FIRST USE: 20080401. FIRST USE IN COMMERCE: 20080425
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77470899
Filing Date May 9, 2008
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) PRESCRIBEDsolutions, LLC DBA PRESCRIBEDsolutions [CUSTOMIZED SKINCARE] LIMITED LIABILITY COMPANY DELAWARE Suite 5R 900 Broadway New York NEW YORK 10003
Type of Mark Register TRADEMARK
Live/Dead Indicator PRINCIPAL
LIVE
