

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SkinScience Labs, Inc.		08/31/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BEAUTY SOLUTIONS, LTD.		
Street Address:	411 Fifth Avenue		
Internal Address:	Suite 804		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4044106	RETINOLMAX	
CORRESPONDENCE DATA			
Fax Number:	(914)723-4301		
Phone:	914-723-4300		
Email:	rduff@lslp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Renee L. Duff		
Address Line 1:	Lackenbach Siegel LLP		
Address Line 2:	One Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
ATTORNEY DOCKET NUMBER:	BEAUT.GEN		
NAME OF SUBMITTER:	Renee L. Duff		
Signature:	/RLD/		

OP \$40.00 4044106

Date:

03/20/2012

Total Attachments: 3

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AGREEMENT

This agreement (this "Agreement") is made as of August 31, 2011 ("Effective Date"), by and between **BEAUTY SOLUTIONS, LTD.**, a New York corporation with offices in New York, New York ("Beauty"), and **SKINSCIENCE LABS, INC.**, a New York corporation with offices in Ridgefield, New Jersey ("SkinScience").

WHEREAS, Beauty owns the trademark **RETINOL-X** (the "Retinol-X Mark") for use in connection with cosmetic products, and owns United States Trademark Registration No. 3632967 for the Retinol-X Mark in International Class 3 for use in connection with various cosmetic products including cosmetic creams for skin care (the "Registration");

WHEREAS, Beauty has used the Retinol-X Mark in connection with the manufacture, marketing, and sale of cosmetic products openly and continuously in interstate commerce within the United States since 2009;

WHEREAS, SkinScience filed a U.S.A. application to register the mark **RETINOLMAX** (the "RetinolMax Mark") in International Class 3, application serial number 85/166,971 in connection with cosmetics, including skin creams and lotions, on or about November 2, 2010, claiming a date of first use within the United States of February 1, 2010 (the "Application");

WHEREAS, SkinScience has advertised, marketed, and/or offered cosmetic products for sale under the brand "Dr. Denese" which feature and/or bear the RetinolMax Mark on product containers and/or packaging (the "RetinolMax Products"), through various channels including the website www.drdenese.com;

WHEREAS, Beauty objects to registration of the RetinolMax Mark and SkinScience's continued use of the RetinolMax Mark in connection with the RetinolMax Products, and has obtained an extension of time to oppose the Application from the United States Patent and Trademark Office ("USPTO") which extension expires on July 6, 2011; and

WHEREAS, the parties have determined to settle their dispute solely in accordance with the terms and conditions of this Agreement, as set forth herein below.

NOW, THEREFORE, based upon the above recited facts and the mutual covenants and undertakings set forth hereafter, and for good and valuable consideration the validity and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SkinScience acknowledges, admits, and represents that it currently possesses no more than 26,900 units in inventory of RetinolMax Products, comprised of 14,700 pieces of "Firmatone RX, Retinol Max, Firming Serum," 3,900 pieces of "Firmatone RX, Retinol Max, Chin and Neck Serum," and 8,300 pieces of "Firmatone RX, Retinol Max, Neurotrophic Night Cream (the "Inventory"), as depicted and/or described on Exhibit A hereto.

2. SkinScience hereby assigns, sells, and transfers to Beauty all of SkinScience's right, title, and interest in and to the RetinolMax Mark and in and to the Application, including any and all goodwill associated therewith, and including the right to

enforce any and all rights in and to the RetinolMax Mark and the Application in the name of Beauty Solutions, Ltd. anywhere in the world. SkinScience agrees that it shall provide such reasonable assistance to Beauty, including without limitation executing any additional documents required for recordation, as may be required or necessary to perfect and complete the assignment and transfer set forth in this paragraph. Beauty hereby grants to SkinScience a limited and non-exclusive license to use the RetinolMax Mark for a period of twenty-four 24 months beginning on the Effective Date (the "Sell Off Period").

3. Subject to and in accordance with the terms of paragraph 2, above, and the assignment and license defined and created thereby, SkinScience shall be permitted to market, advertise, and sell off its Inventory of RetinolMax Products under license from Beauty during the Sell Off Period (i) online via website "e-commerce," including without limitation via its website www.drdenese.com, (ii) through sales made to, and/or by or via QVC, and (iii) sales made to close out retailers. Absent Beauty's prior written consent, SkinScience shall not sell any units of Inventory to or through any other channels of commerce during the Sell Off Period or otherwise. SkinScience's license to use the RetinolMax Mark shall terminate and cease without any requirement for notice as of the end of the Sell Off Period.

4. As of the termination of the license to SkinScience at the end of the Sell-Off Period, SkinScience shall cease and desist any and all further use of the RetinolMax Mark, including without limitation any and all use on www.drdenese.com or any other website. SkinScience thereafter shall not, directly or indirectly, through any affiliate, third party, or otherwise, manufacture, market, advertise, or sell any RetinolMax Product, bearing the RetinolMax Mark whether part of the Inventory or otherwise, or any other product bearing or advertised, marketed, and/or sold in connection with the RetinolMax Mark or any mark confusingly similar to the Retinol-X Mark, or otherwise cause the manufacture, marketing, advertising, or sale of any RetinolMax Product bearing the RetinolMax Mark (whether part of the Inventory or otherwise), or any other product bearing or advertised, marketed, or sold in connection with the RetinolMax Mark or any mark confusingly similar to the Retinol-X Mark, except as specifically permitted by the terms of this Agreement.

5. Nothing herein shall limit the right of SkinScience to manufacture, advertise, market or sell products bearing other trademarks of SkinScience that are not confusingly similar to the Retinol-X Mark.

6. Subject to SkinScience's continued satisfaction and performance of any and all covenants and conditions set forth in this Agreement, Beauty hereby releases and forever discharges SkinScience, and its employees, agents, and customers, of and from any and all alleged claims, demands, costs, expenses, liabilities, losses, damages, actions, causes of action, attorneys' fees, or other costs associated with SkinScience's Application, and its use of the RetinolMax Mark, up until the Effective Date.

7. Subject to Beauty's continued satisfaction and performance of any and all covenants and conditions set forth in this Agreement, SkinScience hereby releases and forever discharges Beauty, and its employees, agents, and customers, of and from any and all claims, demands, costs, expenses, liabilities, losses, damages, actions, causes of action, attorneys' fees or other costs associated with any and all actions taken by Beauty to enforce its Retinol-X Mark and Registration against SkinScience, including any and all allegations of infringement, and any and

all actions taken by Beauty which may have caused and/or resulted in the settlement set forth and embodied in this Agreement.

8. This Agreement inures to, and as of the Effective Date shall be binding upon, the parties hereto, their successors, assigns, subsidiaries, parents, licensees and any other related persons, companies or affiliated entities or persons. For purposes of this paragraph, an "affiliated entity or person" of a party is any person, company, corporation, group or other public or private entity who either controls or has the power to control, is controlled and/or capable of being controlled by, or is under common control by any third party or parties with, such party.

9. Neither party shall be permitted to assign any of its rights, duties, covenants or obligations under this Agreement without the prior written consent of the other party. This Agreement constitutes the entire agreement of the parties, and may not be amended, nor any provision hereof waived, except by a writing signed by both parties. Each party hereto shall bear its own attorney's fees and costs incurred in connection with this Agreement.

10. Each party hereto represents and warrants that it has the power and authority to enter into this Agreement and to assume the obligations hereunder, and further represents and warrants that neither the enforcement of nor the performance under any terms of this Agreement shall interfere or conflict with any other agreement to which either such party is, or believes it may become a party.

11. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement and the remaining provisions shall continue in force.

12. The parties agree that the terms and provisions of this Agreement are the result of negotiations between the parties and/or their counsel, and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or their counsel participated in the drafting of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers or representatives to execute this Agreement effective as of the date last written below.

BEAUTY SOLUTIONS, LTD.

By *Terrald Ravichwenger*

Name: Terrald Ravichwenger

Title: President

Date: August 31, 2011

SKINSCIENCE LABS, INC.

By *ADDIENNE DENESG*

Name: ADDIENNE DENESG

Title: PRESIDENT

Date: Sept 9 2011