

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Settlement Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AG Skin Care (Tripeptinon)	FORMERLY AG Skin Care, Pinnacle (PDM), Mercatis Media	06/20/2012	LTD LIAB JT ST CO: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AminoGenesis Skin Care		
Doing Business As:	AminoGenesis		
Street Address:	3419 Via Lido #219		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92663		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3689211	TRIPLEPTINON	
Registration Number:	3689213	REALLY, REALLY CLEAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949/474-9394		
Email:	melanie@aminogenesis.com		
Correspondent Name:	AminoGenesis Skin Care		
Address Line 1:	3419 Via Lido #219		
Address Line 4:	Newport Beach, CALIFORNIA 92663		
NAME OF SUBMITTER:	/Ron Cummings/		
Signature:	/Ron Cummings/		

OP \$65.00 3689211

Date:

06/20/2012

Total Attachments: 25

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AGREEMENT OF SETTLEMENT, MUTUAL RELEASE AND DISMISSAL

THIS AGREEMENT OF SETTLEMENT, MUTUAL RELEASE AND DISMISSAL (“**Agreement**”) is entered into by and among AminoGenesis LLC, a California limited liability company (“**AG LLC**”), Ronald Cummings, an individual (“**Cummings**”), Aminoderm Laboratories, Inc., a California corporation (“**Aminoderm**”), T. Joseph Lin, an individual (“**Lin**”), (AG LLC, Cummings, Aminoderm and Lin are collectively referred to herein as the “**Plaintiff Group**”), on the one hand, and Mercatis Ventures I, LLC, a Delaware limited liability company (“**Ventures**”), Mercatis Media, LLC, a California limited liability company (“**Media**”), Todd Kesselman, an individual (“**Kesselman**”), and John Linton, an individual (“**Linton**”), (Ventures, Media, Kesselman and Linton are collectively referred to herein as the “**Defendant Group**”), on the other hand. The Plaintiff Group and the Defendant Group are sometimes hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**.”

SECTION I

RECITALS

1.1 As of 2008, AG LLC owned the exclusive marketing rights and was licensed with certain other rights pertaining to the manufacturing and development of a brand of product commonly known as “AminoGenesis.”

1.2 WHEREAS, on or around June 25, 2008, Pinnacle Direct Marketing LLC (“Pinnacle”), together with Cummings and AG LLC, entered into a Product Development and Marketing Agreement (the “**PDM Agreement**”) for certain AminoGenesis branded products, i.e., those whose tradenames are Cocoon, Intensive Night Cream, Tripeptinon, Really Really Clean, Anti-Aging Day Cream, Perfect Reflection and Counter Clockwise (collectively, the “Product”).

1.3 WHEREAS, on or around July 21, 2009, AG LLC issued correspondence delineating several issues which it believed created the basis for the termination of the PDM Agreement.

1.4 WHEREAS, thereafter Pinnacle began working to cure some of the several issues raised by AG LLC in the letter dated July 21, 2009.

1.5 WHEREAS, on or around November 10, 2009, Pinnacle executed an Asset Purchase Agreement (the “**APA**”), which purported to assign certain of its assets to Ventures, including, but not limited to, any and all of Pinnacle’s interest in the PDM Agreement, for what was contended to be good and valuable consideration.

1.6 WHEREAS, on or about November 24, 2009, Ventures commenced an arbitration against AG LLC and Cummings styled as Mercatis Ventures I LLC v. AminoGenesis LLC, bearing American Arbitration Association Case No. 72 147 Y 01278 09 (the “**Arbitration**”) regarding the rights and obligations owed under the PDM Agreement.

1.7 WHEREAS, on or about December 4, 2009, the Plaintiff Group filed a lawsuit against Ventures and others in Los Angeles Superior Court styled as AminoGenesis LLC, et al. v. Pinnacle Direct Marketing, LLC, et al. Case No. BC427409 (the “**Lawsuit**”), regarding, inter alia, the rights and obligations owed under the PDM Agreement.

1.8 WHEREAS, on or about October 8, 2010, Cummings and AG LLC filed trademark cancellation proceedings against Ventures before the U.S. Patent and Trademark Office, Trial and Appeals Board styled as AminoGenesis LLC, et al. v. Mercatis Ventures I LLC, et al. bearing Trademark Trials & Appeals Board cancellation number 92053126 (the “**TTAB Lawsuit**”), regarding the cancellation of trademarks registered by Pinnacle, AG Skincare LLC and/or their designees.

1.9 WHEREAS, on or about November 17, 2010, Media and Kesselman filed a third-party cross-complaint against AG LLC and Cummings in Los Angeles Superior Court styled as Armuth v. Linton, et al. presently bearing U.S. District Court Case No. 11-CV-00220 (the “**Armuth Cross-Action**”), asserting claims for indemnity and contribution to Media and Kesselman.

1.10 WHEREAS, on February 28, 2011, Ventures, Cummings, Linton and AG LLC entered a voluntary mediation, at which they reached a settlement resolving all disputes amongst the Parties, including, but not limited to, any and all claims and disputes

concerning and including, but not limited to, the PDM Agreement, which settlement was memorialized in a Memorandum of Understanding of that date.

1.11 WHEREAS, through this Agreement, the Parties intend to confirm the terms of that settlement and fully and finally settle and resolve, for valuable consideration, the Lawsuit, Arbitration, TTAB Lawsuit and Armuth Cross-Action and any and all claims and disputes whatsoever between the Parties, and to terminate all controversies and other disputes presently existing between them, including, but not limited to, any and all claims and disputes concerning the PDM Agreement, subject only to the terms, conditions and exceptions set forth in this Agreement.

1.12 THEREFORE, without admitting the validity of or any liability for the claims and defenses asserted in the Lawsuit, Arbitration, TTAB Lawsuit and/or Armuth Cross-Action, and to fully and finally resolve the Lawsuit, Arbitration, TTAB Lawsuit and Armuth Cross-Action and all disputes, claims and controversies between the Parties, including, but not limited to, any and all disputes, claims and controversies concerning the PDM Agreement, and in consideration of the following terms, conditions, covenants and promises as set forth in this Agreement, the Parties agree as follows:

SECTION II

CONSIDERATION AND RELEASES

2.1 Payment By AG LLC. In consideration for the Parties entering into this Agreement and executing both the Declaration of Stipulated Facts (as defined in Section 2.5 below) and the releases set forth herein, AG LLC will pay the Defendant Group One _____”), which shall be paid as set forth below. AG LLC will pay the Settlement Amount by wire transfer of immediately available funds to the account set forth in Section 2.2 below, in twenty-five (25) separate payments, as follows:

- (i) _____ shall be paid in the amount of _____ to Todd Kesselman and _____ to John Linton upon the

execution and delivery of this Agreement by all of the Parties (the “**First Payment**”); and

(ii)

shall be paid to Mercatis Ventures I, LLC, within thirty (30) days of the date of execution and delivery of this Agreement by all of the Parties and on each 30 day anniversary thereafter until paid in full twenty-five months after the date of execution and delivery of this Agreement by all of the Parties.

2.2 Wire Transfer Instructions. Each payment is to be made by wire transfer. The wire transfer to Todd Kesselman is to be made using the following transfer information: Federal Reserve Bank to Bank of America, Routing Number 026009593, Account Number 1009660092 for credit to Todd and Cynthia Kesselman.

The wire transfer to John Linton is to be made using the following transfer information: Federal Reserve Bank to Falcon International Bank, Routing Number 114915803, Account Number 0542828716 for credit to John Linton.

The wire transfers to Mercatis Ventures I, LLC are to be made using the following transfer information: Federal Reserve Bank to Bank of America, Routing Number 114000653, Account Number 586018803755 for credit to Mercatis Ventures I, LLC.

2.3 Default By AG LLC.

(i) In the event that AG LLC fails to make any of the hereinabove provided for payments on a timely basis, any affected member of the Defendant group shall notify AG LLC of such failure in writing, delivered by certified mail, return receipt requested, to:

AminoGenesis, LLC
Attn: Mr. Ronald Cummings
3419 Via Lido #219
Newport Beach, CA 92663

With a copy to:

The Law Offices of Julian A. Pollok, A Professional Corporation
Attn: Julian A. Pollok, Esq.

505 N. Brand Blvd., Suite 1050
Glendale, CA 91203

(ii) AG LLC shall have ten (10) days after receipt of the notice described in Section 2.3(i) above to make the defaulted payment. AG LLC's failure to make the defaulted payment within ten (10) days of receipt of such notice shall constitute a default of this Agreement.

(iii) In the event of default in the payment of any of the said installments when due as herein provided, time being of the essence hereof, Ventures may, without notice or demand, declare the entire remaining sum immediately due and payable.

2.4 Personal Guarantees For the Payment. Each payment shall be personally guaranteed by Cummings. In the event that AG LLC defaults on any payment (which default is defined in Section 2.3, above), which default is not timely cured as provided for in Section 2.3(ii) above, Ventures may seek to collect the remaining payments due under this Agreement from Cummings without first exhausting any and all claims and remedies it may have against AG LLC.

2.4.1 In the event that AG LLC defaults on any payment (which default is defined in Section 2.3, above) and the default is not timely cured as provided in Section 2.3(ii) above, and Cummings does not satisfy the personal guarantee for the payment (as set out in Section 2.4 above), the Defendant Group may obtain a judgment against AG LLC and Cummings for the whole sum remaining due pursuant to Code of Civ. Proc. §664.6.

2.5 Return of Specific PDM Agreement Rights.

(i) As partial consideration for the Settlement Amount and the releases set forth herein, Ventures does hereby sell, assign, transfer, convey and deliver to AG LLC, and AG LLC does hereby purchase and acquire, all of the specific rights previously conveyed by AG LLC to Pinnacle by the PDM Agreement, including, but not limited to, the right to market any products branded as AminoGenesis in differing configurations, packaging, and price points and/or in as many different formats and/or to make or have made modifications or improvements to any AminoGenesis branded product, the right to be responsible for manufacturing and/or sourcing of any AminoGenesis branded product, and the non-

exclusive, worldwide license to use any and all of AG LLC's applicable logos, trademarks, service marks, and tradenames relating to the Product, the Direct Response Commercial relating to the Product produced by Pinnacle, together with copyright and design of packaging developed by Pinnacle, all rights to trademarks and tradenames for all AG LLC branded products produced by Pinnacle, including, but not limited to, those for the product known as Wrinkle Erase (the "**Returned Rights**"). Unless expressly referenced herein, the definition of Returned Rights shall not include all other rights confirmed to Pinnacle under Paragraph 5.1 of the PDM Agreement, including, but not limited to, all customer names generated from the Direct Response Commercial and all marketing campaigns conducted by Pinnacle, together with any other customer information generated by Pinnacle's marketing in connection with the sale of the Product, any new Product names and Product improvements, or other material related to the Product and/or advertising and use of the Product. For avoidance of doubt, the PDM Agreement's use of the term "Packaging" does not refer to copyright and design of packaging materials granted to AG LLC under this agreement. The "Returned Rights" provision shall be effective as of the date hereof, and Ventures shall be entitled to adjust its books and records to reflect the Returned Rights. Ventures shall execute such documents as may be reasonably requested by AG LLC from time-to-time as necessary to memorialize and confirm the return of all rights provided for herein. By way of clarification, Ventures' obligation to execute documents as reasonably requested by AG LLC, shall not confer any obligation by Ventures to expend any monies or funds, or undertake any further action after the execution of such documents reasonably requested by AG LLC. It is further agreed that, if the PDM Agreement was not previously terminated, the PDM Agreement is hereby terminated and is of no further force or effect.

(ii) Concurrently with the execution and delivery of this Agreement, the Plaintiff Group shall execute and deliver to Ventures the Declaration of Ronald Cummings in the form attached hereto as Exhibit "A".

2.6 Dismissal. Within three (3) court days after execution and delivery of this Agreement by all parties, counsel for the Plaintiff Group shall file a Request For Dismissal With Prejudice of the Lawsuit, Arbitration and TTAB Lawsuit, dismissing all affirmative

claims by the Plaintiff Group against the Defendant Group, and counsel for the Defendant Group shall file a Request for Dismissal With Prejudice of the Armuth Cross-Action and a Dismissal of all claims against the Plaintiff Group pending in the Arbitration (the “Dismissals”) dismissing all affirmative claims by the Defendant Group against the Plaintiff Group. Except as herein provided, none of the Plaintiff Group’s claims against Pinnacle, Jonathon Flicker or Brett Saevitzon are intended to be dismissed or released pursuant to this Agreement.

2.7 Retention Of Jurisdiction Of The Court To Enforce Terms Of this Agreement. The Parties agree that the Los Angeles Superior Court in which the Lawsuit is pending shall retain jurisdiction to enforce this Agreement pursuant to the terms of Cal. Code of Civ. Proc. §664.6 until such time as terms of the Parties’ settlement and this Agreement have been fully performed. The Parties nominate Judge Eli Chernow, Judge of the Los Angeles County Superior Court (Ret.) to act as settlement judge/mediator to rule regarding any disagreement over the terms of this Agreement. This Agreement shall be construed according to the law of the State of California.

2.8 Each Party To Bear Its Own Fees And Costs. Except as specifically provided for in this Agreement, the Parties agree that each Party will bear its own attorneys’ fees and costs in connection with the Lawsuit, Arbitration, TTAB Lawsuit, Armuth Cross-Action and in the negotiation and preparation of this Agreement.

SECTION III

RELEASES

3.1 Releases by Ventures. In consideration of the payments set forth in Section 2.1 above, the dismissal of all affirmative Claims against it by the Plaintiff Group and the releases set forth in Section 3.5, 3.6, 3.7 and 3.8 below, and subject to the terms of this Agreement and all executory provisions contained herein, Ventures and its managers, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge AG LLC, Cummings, Lin and Aminoderm, together with their owners, directors, officers, managers, consultants, members, successors, assigns, employees, agents and attorneys, and all persons acting by and through them, and each of their spouses, heirs,

successors, insurers and assigns, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, TTAB Lawsuit and/or the Armuth Cross-Action, but specifically excludes any release for any person or entity that is not a part of the Plaintiff Group and is a current party or employee and/or agent of any current party in the litigation presently pending at this date in the matter of Linton v. Johnson, et al., bearing U.S. District Court Case No. 5:10-cv-00585-OLG-NSN and in the matter of Maxum Indemnity Co. v. Mercatis Ventures I, LLC, et al., bearing U.S. District Court Case No. 5:11-cv-00019-OLG. The term “**Claims**” as used in this Agreement means claims, demands, liabilities, causes of action, and expenses (including attorneys’ fees), fixed or contingent, asserted or unasserted, whether based in contract, tort, equity or otherwise. The Defendant Group collectively represents that none of the Plaintiff Group have been sued as defendants, third-party defendants, or the like, and are not current parties in connection with the Linton v. Johnson or Maxum v. Mercatis actions.

3.2 Releases by Media. In consideration of the payments set forth in Section 2.1 above, the dismissal of all affirmative Claims against it by the Plaintiff Group and the releases set forth in Section 3.5, 3.6, 3.7 and 3.8 below, and subject to the terms of this Agreement and all executory provisions contained herein, Media, its managers and its employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge AG LLC, Cummings, Lin and Aminoderm, their owners, directors, officers, managers, consultants, members, successors, assigns, employees, agents, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors, insurers and assigns, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and/or the Armuth Cross-Action, but specifically excludes any release for any person or entity that is not a part of the Plaintiff Group and is a current party or employee and/or agent of any current party in the litigation presently pending at this date in the matter of Linton v. Johnson, et al., bearing U.S. District Court Case No. 5:10-cv-00585-OLG-NSN.

3.3 Releases by Linton. In consideration of the payments set forth in Section 2.1 above, the dismissal of all affirmative Claims against him by the Plaintiff Group and the releases set forth in Sections 3.5, 3.6, 3.7 and 3.8 below, and subject to the terms of this Agreement and all executory provisions contained herein, Linton and his employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge AG LLC, Cummings, Lin and Aminoderm, their owners, directors, officers, managers, consultants, members, successors, assigns, employees, agents, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors, insurers and assigns of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and/or the Armuth Cross-Action, but specifically excludes any release for any person or entity that is not a part of the Plaintiff Group and is a current party or employee and/or agent of any current party in the litigation presently pending at this date in the matter of Linton v. Johnson, et al., bearing U.S. District Court Case No. 5:10-cv-00585-OLG-NSN, but specifically excludes any release for any party or employee and/or agent of any party in the litigation presently pending at this date in the matter of Linton v. Johnson, et al., bearing U.S. District Court Case No. 5:10-cv-00585-OLG-NSN and in the matter of Maxum Indemnity Co. v. Mercatis Ventures I, LLC, et al., bearing U.S. District Court Case No. 5:11-cv-00019-OLG.

3.4 Releases by Kesselman. In consideration of the payments set forth in Section 2.1 above, the dismissal of all affirmative Claims against him by the Plaintiff Group and the releases set forth in Sections 3.5, 3.6, 3.7 and 3.8 below, and subject to the terms of this Agreement and all executory provisions contained herein, Kesselman and his employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge AG LLC, Cummings, Lin and Aminoderm, their owners, directors, officers, managers, consultants, members, successors, assigns, employees, agents, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors, insurers and assigns, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB

Lawsuit and/or the Armuth Cross-Action, but specifically excludes any release for any person or entity that is not a part of the Plaintiff Group and is a current party or employee and/or agent of any current party in the litigation presently pending at this date in the matter of Linton v. Johnson, et al., bearing U.S. District Court Case No. 5:10-cv-00585-OLG-NSN.

3.5 Releases by AG LLC. In consideration of the Returned Rights forth in Section 2.5 above, the Dismissal set forth in Section 2.6 above, and the releases set forth in Section 3.1, 3.2, 3.3 and 3.4 above, and subject to the terms of this Agreement and all other executory provisions contained herein, AG LLC and its employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge the Plaintiff Group and their respective owners, directors, officers, directors, managers, shareholders, members, successors, assigns, employees, agents, insurers, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors and assigns, including, but not limited, to Kesselman and Linton, including their respective spouses, and including Linton in his capacity as a director and investor in Pinnacle, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and the Armuth Cross-Action, the PDM Agreement as well as the Asset Purchase Agreement by and between Pinnacle and Ventures, dated November 6, 2009.

3.6 Releases by Aminoderm. In consideration of the Returned Rights forth in Section 2.5 above, the Dismissal set forth in Section 2.6 above, and the releases set forth in Section 3.1, 3.2, 3.3 and 3.4 above, and subject to the terms of this Agreement and all other executory provisions contained herein, Aminoderm and its employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge the Plaintiff Group and their respective officers, directors, managers, shareholders, members, successors, assigns, employees, agents, insurers, attorneys, and all persons acting by and through them, including, but not limited to, Kesselman and Linton, including their respective spouses, and including Linton in his capacity as a director and investor in Pinnacle, of and from any and all Claims, including, but not limited to, those that

were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and the Armuth Cross-Action, the PDM Agreement as well as the Asset Purchase Agreement by and between Pinnacle and Ventures, dated November 6, 2009.

3.7 Releases by Cummings. In consideration of the Returned Rights forth in Section 2.5 above, the Dismissal set forth in Section 2.6 above, and the releases set forth in Section 3.1, 3.2, 3.3 and 3.4 above, and subject to the terms of this Agreement and all other executory provisions contained herein, Cummings and his employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge the Plaintiff Group and their respective owners, directors, officers, directors, managers, shareholders, members, successors, assigns, employees, agents, insurers, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors and assigns, including, but not limited to, Kesselman and Linton, including their respective spouses, and including Linton in his capacity as a director and investor in Pinnacle, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and the Armuth Cross-Action, the PDM Agreement as well as the Asset Purchase Agreement by and between Pinnacle and Ventures, dated November 6, 2009.

3.8 Releases by Lin. In consideration of the Returned Rights forth in Section 2.5 above, the Dismissal set forth in Section 2.6 above, and the releases set forth in Section 3.1, 3.2, 3.3 and 3.4 above, and subject to the terms of this Agreement and all other executory provisions contained herein, Lin and his employees, agents, representatives, attorneys, successors and assigns, hereby release, relinquish, and forever discharge the Plaintiff Group and their respective owners, directors, officers, directors, managers, shareholders, members, successors, assigns, employees, agents, insurers, attorneys, and all persons acting by and through them, and each of their spouses, heirs, successors and assigns, including, but not limited to, Kesselman and Linton, including their respective spouses, and including Linton in his capacity as a director and investor in Pinnacle, of and from any and all Claims, including, but not limited to, those that were or could have been alleged in connection with the Lawsuit, the Arbitration, the TTAB Lawsuit and the Armuth Cross-Action, the PDM

Agreement as well as the Asset Purchase Agreement by and between Pinnacle and Ventures, dated November 6, 2009.

3.9 Waiver of Unknown Claims. The Parties expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code with respect to the foregoing released claims, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

The Parties expressly acknowledge the foregoing waiver of the provisions of Section 1542 of the California Civil Code.

3.9.1 Specific Legal Advice With Respect To Agreement And Releases. The Parties acknowledge that the effect and import of this Agreement, including, without limitation, the releases and waivers contained herein, have been explained to them by their own legal counsel. With this knowledge and understanding, the Parties elect to, and do, waive the provisions of Section 1542 of the California Civil Code and of any similar case or statutory law of other states that may be applicable, and relinquish any rights which they may otherwise have thereunder, to the fullest extent permitted by law, with regard to the above releases, and agree that the above releases shall remain in full force and effect notwithstanding any discovery or existence of any additional or different facts.

It is expressly understood and agreed that the Parties voluntarily waive and relinquish all rights and benefits under the provisions of any rule, regulation, statute or law in any jurisdiction: (a) in which this Agreement may be enforced; (b) in which this Agreement may be applicable; and (c) in which any action or inaction giving rise to such relinquishment may occur, which is reasonably similar to Section 1542, and which may apply to the subject matter of this Agreement.

3.9.2 Subsequently Discovered Facts. The Parties acknowledge that should they or their representatives discover facts different from, or in addition to, those they or their representatives know or believe to be true, the Parties agree that this Agreement shall be in,

and remain in, full force and effect in all respects, notwithstanding: (a) any discovery by them or their representatives of such different or additional facts; or (b) the knowledge, if any, of the Parties, or any other person; or (c) whether full disclosure has been made by the Parties, or any other person, of all facts then known to such Parties or persons. It is the intention of the Parties to fully, finally and forever settle and release any and all released Claims and any and all Claims and items relating to the released Claims that exist at the time of the settlement, or existed prior to that time between the Plaintiff Group, on the one hand, and the Defendant Group, on the other hand. In furtherance of such intention, this Agreement shall be, and remain in effect as a full and complete release of all matters covered hereby, notwithstanding the discovery by any of the Parties, or their representatives, of the existence of any additional or different claims or the facts relative thereto.

3.10 No Release of Pinnacle. The release provisions of sections 3.5, 3.6, 3.7 and 3.8, and the waiver of unknown claims addressed in section 3.9 above, shall not inure to the benefit of nor be effective as to Claims asserted by any of the Plaintiff Group, or otherwise existing, against Pinnacle Direct Marketing, LLC, Jonathon Flicker or Brett Saevitzon in any of the Arbitration or Lawsuit, or otherwise.

SECTION IV

WARRANTIES

4.1 Capacity of the Parties. Each of the Parties hereby severally represents and warrants to each other Party that each of them has the full power, capacity and authority to enter into this Agreement, and that no portion of any claim, right, demand, action or cause of action that he, she or it has or might have arising out of the acts, events, transactions and occurrences referred to herein has been assigned, transferred or conveyed to any person or entity not a party to this Agreement (“nonparty”), by way of subrogation, operation of law or otherwise, and that no releases, approvals or settlements of any third party is necessary for any Party to release and discharge completely any of the Parties to this Agreement from the claims released in this Agreement.

4.2 Authority. Each Party represents and warrants that the signatories identified below have full and complete authority to execute this Agreement and, notwithstanding

any contractual or statutory requirement to the contrary, have full authority to bind each of the respective Parties.

4.3 Legal Representation. The Parties warrant and acknowledge that each has been represented by legal counsel throughout the negotiations which preceded the execution of this Agreement, and that he, she or it has executed this Agreement with the consent and advice of such legal counsel.

4.4 Execution. The Parties acknowledge that this Agreement is entered into by their own free will without duress, undue influence, fraud or mistake, and agree that there currently is no basis to rescind this Agreement.

4.5 Title to Returned Rights. Ventures represents and warrants that, to the best of its knowledge, as of immediately prior to the consummation of the transactions contemplated hereby, (a) Ventures is the record and sole beneficial owner and holder of the Returned Rights, free and clear of all security interests, pledges, voting trusts, liens, or other encumbrances, (b) Ventures has good and marketable title to the Returned Rights, and (c) there are no contract or option rights of any kind whatsoever in any third party which gives such third party an interest in, or a right to acquire an interest in, now or in the future, the Returned Rights.

4.6 Cummings Declaration Regarding Rights Transferred Under the PDM Agreement. Cummings and AG LLC represent and warrant that each of the factual statements appearing in the Declaration of Ronald Cummings attached hereto as Exhibit "A" represents Mr. Cummings' belief of an actual matter of fact, demonstrably proven to be true and supported by objective evidence. Cummings and AG LLC understand that the Defendant Group is specifically relying on these representations and warranties in connection with their decision to enter into this Agreement. These representations and warranties will survive the termination of this Agreement.

SECTION V

GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement (including the Cummings Declaration Regarding Rights Transferred Under the PDM Agreement attached hereto as Exhibit "A")

is the entire agreement between the Parties hereto relating to the subject matter hereof, and memorializes the agreement being entered into between the Parties with respect to such subject matter. This Agreement memorializes and replaces all prior negotiations and proposed agreements, whether written or oral, relating to the subject matter hereof. All Parties represent and acknowledge that no other Party, nor any agent or attorney of any other Party, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter of this Agreement to induce any Party to execute this Agreement. All Parties also represent and acknowledge that this Agreement is not being executed in reliance upon any promise, representation or warranty not contained herein. This Agreement may not be amended, modified or waived orally. All amendments, modifications and/or waivers must be made in writing and signed by all Parties.

5.2 Binding on Successors. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, administrators, etc., of the Parties.

5.3 Construction. This Agreement and each of its material terms are the result of an arms' length negotiation between the Parties, each of whom is represented by counsel. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

5.4 Waiver. The failure of any Party at any time to require performance by any other party of any provision under this Agreement shall not effect such Party's rights thereafter to enforce the same, nor shall a waiver by any Party of any breach of any provision, whether or not agreed to in writing, be taken or held to be a waiver of any other term or provision of the Agreement. In addition, no extension of time for the performance

of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act under this Agreement.

5.4.1 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

5.5 Electronic Delivery And Counterparts. The Parties and their respective successors and assigns shall be authorized to rely upon the signatures of each person and entity who are signatories to this Agreement which signatures are delivered by facsimile or other electronic means as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. This Agreement may be executed in one or more counterparts, whereby each complete counterpart shall constitute one original, fully executed Agreement.

5.5.1 Attorneys' Fees. Each respective party agrees to waive all claims for attorneys' fees in connection with this Agreement. However, to the extent that any party incurs attorneys' fees in presenting this stipulated settlement agreement for enforcement pursuant to Code of Civil Procedure §664.6, or pursuant to any other statute, ordinance or case law authority, the prevailing party shall recover its reasonable attorneys' fees as the prevailing party, as are all post judgment collection costs and attorneys' fees.

5.6 Confidentiality. The Parties agree that the terms of this Agreement (but not the fact that the Parties have agreed to a settlement of all of their disputes) shall be confidential, except any disclosure that may be required to comply with any applicable laws, and any disclosures to attorneys and/or accountants. The sole exceptions to this provision are that (i) the Parties may disclose the content of the Cummings Declaration attached hereto as Exhibit "A;" (ii) AG LLC and Cummings may disclose the fact that AG LLC is again the owner of all rights, title and interest concerning the Product; and (iv) as may be required by Court order or governmental subpoena, the Parties hereby covenant

and agree to provide a courtesy advance notice of the event, no later than the next business day following receipt of the Court order or governmental subpoena, requiring the disclosure of any information deemed confidential by this Agreement. Said notice is to be provided by facsimile or hand delivery designed to ensure actual notice to the party whose documents or information is sought for disclosure by the Court order or governmental subpoena, which will enable that affected party to respond as may be deemed necessary.

5.7 Notices. Any and all notices provided for or required by this agreement shall be effective when given in writing, delivered by certified mail, return receipt requested, as follows:

If to a member of the Plaintiff Group:

AminoGenesis, LLC
Attn: Mr. Ronald Cummings
3419 Via Lido #219
Newport Beach, CA 92663

With a copy to:

Julian A. Pollok
Law Offices of Julian A. Pollok, A Professional Corporation
505 N. Brand Boulevard, Suite 1050
Glendale, California 91203

If to a member of the Defendant Group:

Mercatis Ventures I, LLC
Attn: John Linton
10226 San Pedro Avenue,
San Antonio, Texas, 78216

With a copy to:

Terry L. Higham
Barton, Klugman & Oetting, LLP
350 S. Grand Avenue, Suite 2200
Los Angeles, California 90071-3485

The parties may change the addresses for notice upon reasonable notice.

5.8 Cooperation. Each of the parties hereto shall do any and all acts and things, and shall execute and deliver any and all documents, as may be necessary or appropriate to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

March ____, 2011
Mercatis Ventures I, LLC

By John Linton, Managing Member

March ____, 2011
Mercatis Media, LLC

By Todd Kesselman, Managing Member

March ____, 2011
Todd Kesselman, an individual

By Todd Kesselman

March ____, 2011
John Linton, an individual

By John Linton

March ____, 2011
AminoGenesis, LLC

By Ronald Cummings, Manager

March ____, 2011
Ronald Cummings, an individual

By Ronald Cummings

March ____, 2011
Aminoderm Laboratories, Inc.

By Jerry W. Price, President

March ____, 2011
T. Joseph Lin, an individual

By T. Joseph Lin

APPROVED AS TO FORM:

LAW OFFICES OF JULIAN A. POLLOK
A Professional Corporation

March ____, 2011

Julian A. Pollok
Counsel for AminoGenesis LLC,
Aminoderm Laboratories, Inc., Ronald
Cummings and T. Joseph Lin

BARTON, KLUGMAN & OETTING, LLP

February ____, 2011

Terry L. Higham
Counsel for Mercatis Ventures I, LLC,
Mercatis Media, LLC, John Linton, Todd
Kesselman

EXHIBIT A

[Attached]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

March __, 2011

Mercatis Ventures I, LLC

By John Linton, Managing Member

Mercatis Media, LLC

March __, 2011

By Todd Kesselman, Managing Member

Todd Kesselman, an individual

March __, 2011

By Todd Kesselman

John Linton, an individual

March __, 2011

By John Linton

AminoGenesis, LLC

March __, 2011

By Ronald Cummings, Manager

Ronald Cummings, an individual

March __, 2011

By Ronald Cummings

Aminoderm Laboratories, Inc.

March __, 2011

By Jerry W. Price, President

T. Joseph Lin, an individual

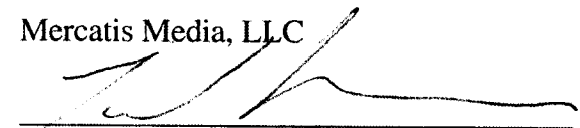
March __, 2011

By T. Joseph Lin

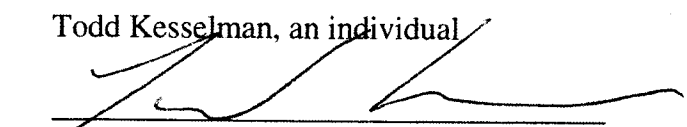
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March __, 2011
Mercatis Ventures I, LLC

By John Linton, Managing Member

March __, 2011
Mercatis Media, LLC


By Todd Kesselman, Managing Member

March __, 2011
Todd Kesselman, an individual


By Todd Kesselman

March __, 2011
John Linton, an individual

By John Linton

March __, 2011
AminoGenesis, LLC

By Ronald Cummings, Manager

March __, 2011
Ronald Cummings, an individual

By Ronald Cummings

March __, 2011
Aminoderm Laboratories, Inc.

By Jerry W. Price, President

March __, 2011
T. Joseph Lin, an individual

By T. Joseph Lin

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

March __, 2011

Mercatis Ventures I, LLC

By John Linton, Managing Member

March __, 2011

Mercatis Media, LLC

By Todd Kesselman, Managing Member

Todd Kesselman, an individual

March __, 2011

By Todd Kesselman

John Linton, an individual

March __, 2011

By John Linton

AminoGenesis, LLC

April 6
March __, 2011

By Ronald Cummings, Manager

Ronald Cummings, an individual

April 8th
March __, 2011

By Ronald Cummings

Aminoderm Laboratories, Inc.

March __, 2011

By Jerry W. Price, President

T. Joseph Lin, an individual

March __, 2011

By T. Joseph Lin

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

March __, 2011
Mercatis Ventures I, LLC

By John Linton, Managing Member

March __, 2011
Mercatis Media, LLC

By Todd Kesselman, Managing Member
Todd Kesselman, an individual

March __, 2011

By Todd Kesselman
John Linton, an individual

March __, 2011

By John Linton
AminoGenesis, LLC

March __, 2011

By Ronald Cummings, Manager
Ronald Cummings, an individual

March __, 2011

By Ronald Cummings
Aminoderm Laboratories, Inc.

April 5,
~~March~~ __, 2011

By *Jerry W. Price*
Jerry W. Price, President
T. Joseph Lin, an individual

March __, 2011

By T. Joseph Lin

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

March __, 2011
Mercatis Ventures I, LLC
By John Linton, Managing Member

March __, 2011
Mercatis Media, LLC
By Todd Kesselman, Managing Member
Todd Kesselman, an individual

March __, 2011
By Todd Kesselman
John Linton, an individual

March __, 2011
By John Linton
AminoGenesis, LLC

March __, 2011
By Ronald Cummings, Manager
Ronald Cummings, an individual

March __, 2011
By Ronald Cummings
Aminoderm Laboratories, Inc.

March __, 2011
By Jerry W. Price, President
T. Joseph Lin, an individual

~~March~~ April 8, 2011
By T. Joseph Lin