

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
Bionet Esthetics, Inc.		04/09/2013	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	360 Therapeutics, Inc.		
Street Address:	4930 Stockton Rd.		
City:	Conway		
State/Country:	ARKANSAS		
Postal Code:	72034		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3307175	SPECIALTY COMPOUNDING	
Registration Number:	3307172	SKINTHERAPEUTIC	
CORRESPONDENCE DATA			
Fax Number:	5013769442		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5013710808		
Email:	jdougherty@wlj.com		
Correspondent Name:	J. Charles Dougherty		
Address Line 1:	200 W. Capitol Ave., Suite 2300		
Address Line 4:	Little Rock, ARKANSAS 72201		
NAME OF SUBMITTER:	J. Charles Dougherty		
Signature:	/chuck dougherty/		
Date:	10/09/2013		

OP \$65.00 3307175

Total Attachments: 12

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is executed effective as of April 9, 2013, by and between BIONET ESTHETICS, INC., an Arkansas corporation (the "Seller") JANE WANER (Waner"), and 360 THERAPEUTICS INC. (the "Buyer"), an Arkansas corporation.

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain assets, machinery, equipment, inventory and intellectual property, more particularly described hereinafter, located at Seller's manufacturing and distribution facility used in the development, manufacturing, marketing, and sales of cosmetic, skin and health care products; and

WHEREAS, upon the terms and subject to the conditions contained herein, Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of such assets, machinery, equipment, inventory and intellectual property.

NOW THEREFORE, for value received, the receipt and adequacy of which are hereby acknowledged, and in exchange for the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, AGREE AS FOLLOWS:

1. DEFINITIONS. Certain of the capitalized terms used in this agreement shall have the following meanings, unless the context otherwise specifically requires:

(a) "Agreement" shall mean and refer to this Asset Purchase and Sale Agreement.

(b) "Assets" shall have the meaning set forth in Section 2 hereof.

(c) "Business" shall mean and refer to Seller's esthetic product and supply business, including cosmetic, skin and health care product development, manufacturing, marketing, and sales, located at 1515 South Bowman Road, Suite D, Little Rock, Arkansas.

(d) "Buyer" shall mean and refer to 360 THERAPEUTICS INC., an Arkansas corporation.

(e) "Closing" shall mean the event occurring on the Closing Date when the transaction contemplated by this Agreement is consummated and title to the Assets is transferred by Seller to Buyer pursuant to the terms hereof.

(f) "Closing Date" shall mean April 9, 2013, or such other date mutually acceptable to the parties.

(g) "Seller" shall mean and refer to BIONET ESTHETICS, INC., an Arkansas corporation.

2. PURCHASE AND SALE OF ASSETS.

(a) Purchased Assets. The term "Assets" means all of the assets, properties, goodwill and rights that are owned, leased or licensed by Seller on the Closing Date and related to, used, held for use or intended to be used in the operation or conduct of the Business, of whatever kind and nature, real, personal or mixed, tangible or intangible, other than the Excluded Assets, including the following (the "Purchased Assets"):

(1) the Business as a going concern;

(2) all inventories of materials and supplies, finished product, work in progress, office supplies, packaging materials and all other materials and supplies used or consumed by Seller in the Business ("Inventory");

(3) all other tangible personal property and interests therein, including all machinery, equipment, trade fixtures, furniture, furnishings, computer hardware and computer accessories, including those assets listed on Schedule 2(a)(4) attached hereto ("Personal Property");

(4) all lists and records pertaining to customer accounts (whether past, present or under development), sale order history, customer support, development issue tracking, sales plan opportunities, sales pipeline, licensing data, suppliers, personnel and agents;

(5) all rights, claims, deposits, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set off and rights of recoupment of every kind and nature (including rights against suppliers under warranties covering any Inventory or Personal Property);

(6) all intellectual property rights arising from any of the following, whether created or protected under the laws of the United States or any foreign jurisdiction: (a) trademarks, service marks, trade names, brand names, Internet domain names, logos, certification marks, trade dress and other indications of origin, and all goodwill associated with any of the foregoing, whether or not registered, including, but not limited to SkinTherapeutic®, Specialty Compounding™ and those other trademarks and domains listed on Schedule 2(a)(6) attached hereto), (b) patents, and inventions claimed therein, and any divisions, continuations, continuations in part, re-examinations or reissues thereof, patentable subject matter not currently under patent, (c) trade secrets, proprietary processes, formulae, methodologies and know-how, whether or not patentable, (d) copyrights and original works of authorship, whether published or unpublished (including, without limitation, computer software), (e) all registrations or applications for registration of any of the foregoing, (including in the case of patents, divisions, continuations, continuations in part and reissue applications), and (f) any similar intellectual property or proprietary rights, including without limitation moral rights and

(o) Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this agreement to produce or account for more than one counterpart.

(p) Third Party Beneficiaries. This Agreement is not intended to create any rights for the benefit of any third party.

(q) Authority. Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year aforesaid.

SELLER:

BIONET ESTHETICS, INC.,
An Arkansas corporation

By: _____

Janee Waner, President

WANER:

Janee Waner, Individually

BUYER:

360 THERAPEUTICS, INC.

By: _____

Ruston Riggans, CEO

By: _____

Bryan Henry, President

ASSET PURCHASE

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SELLER:

BIONET ESTHETICS, INC.,
An Arkansas corporation

By: _____
Janee Waner, President

WANER:

Janee Waner, Individually

BUYER:

360 THERAPEUTICS, INC.

By: _____
Ruston Riggans, CEO

By: _____
Bryan Henry, President

SCHEDULE 2(a)(4)

Personal Property

(See attached Asset List.)

SCHEDULE 2(a)(6)

DOMAIN NAMES AND TRADEMARKS – BIONET ESTHETICS, INC

Bionet Esthetics
Bionet

Domain Name	Hosting Source
<u>tocotrient.com</u>	Go Daddy
<u>tocotrientskin.com</u>	Go Daddy
<u>skintherapeutic.com</u>	pairNIC
<u>skintherapeuticskincare.com</u>	pairNIC
<u>dermateen.com</u>	pairNIC
<u>bionetesthetics.com</u>	pairNIC
<u>groomskincare.com</u>	pairNIC
<u>bioesth.com</u>	pairNIC
<u>bioestheticsinc.com</u>	pairNIC
<u>ameripureproducts.com</u>	Go Daddy
<u>ameripureskin.com</u>	Go Daddy
<u>ameripureskincare.com</u>	Go Daddy
<u>stamedic.com</u>	Go Daddy
<u>stemmedics.com</u>	Go Daddy
<u>vitasolutionsskin.com</u>	Go Daddy
<u>vitasolutionsskincare.com</u>	Go Daddy

bioluminesce.com
bionetlabs.info
bionetskinlab.com
cell-via.com
cellceskincare.com
cellvia.biz
cellviaskincare.com
natureswayskincare.com
purecellskincare.com
purfullskin.com
stemmedicskincare.com

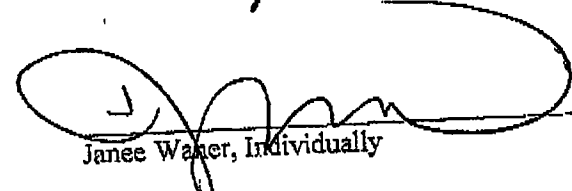
Serial #	Trademark Name	Progress
78684385	Syner-G	Registered 8/26/08. Provide evidence of continued use between 2013 & 2014
78498141	Vitasolutions	Registered 2/2/08. Provide evidence of continued use between 2013 & 2014
78685073	Skin20	Registered 3/11/08. Provide evidence of continued use between 2013 & 2014
78684857	moda:skin	Registered 3/4/08. Provide evidence of continued use between 2013 & 2014
78872826	SkinNY Skincare	Registered 7/15/08. Provide evidence of continued use between 2013 & 2014
78921027	Specialty Compounding	Registered 10/9/07. Provide evidence of continued use between 2013 & 2014
78920953	Skintherapeutic-word only	Registered 10/9/07. Provide evidence of continued use between 2013 & 2014
78921010	Skintherapeutic-old design	Registered 9/19/2006

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the 10 day of APRIL, 2013.

VENDOR:

BIONET ESTHETICS INC.,
An Arkansas corporation

By: 
Janee Warner, President



Janee Warner, Individually

VENDEE:

360 THERAPEUTICS INC.,
An Arkansas corporation

By: _____
Ruston Riggins, CEO

By: _____
Bryan Henry, President


SHARDENAY PALMER
Notary Public - State of New York
No. 81PA0217780
Qualified in Quana County
My Commission Expires Feb. 22, 2014

SELL OF SAZE

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of
the 9 day of APRIL, 2013.

VENDOR:

BIONET ESTHETICS, INC.,
An Arkansas corporation

By: _____
Janee Waner, President

Janee Waner, Individually

VENDEE:

360 THERAPEUTICS INC.,
An Arkansas corporation

By: _____
Ruston Riggins, CEO

By: _____
Bryan Henry, President

CORPORATE RESOLUTION

OF

BIONET ESTHETICS, INC.

I, Janee Waner, the President and Secretary of Bionet Esthetics, Inc., an Arkansas corporation (the ACorporation@), do hereby certify that the following Resolutions were adopted by the shareholders and Board of Directors of the Corporation at a special meeting of the shareholders and directors held on April 9, 2013, and that such Resolutions are still in full force and effect.

RESOLVED, that Janee Waner, the President and Secretary of the Corporation, is hereby authorized and directed on behalf of the Corporation to negotiate and enter into a contract for the sale of certain assets owned by the Corporation to 360 Therapeutics Inc., an Arkansas corporation, on terms substantially the same as contained in the draft Asset Purchase and Sale Agreement presented to the shareholders and directors or as otherwise agreed by Janee Waner;

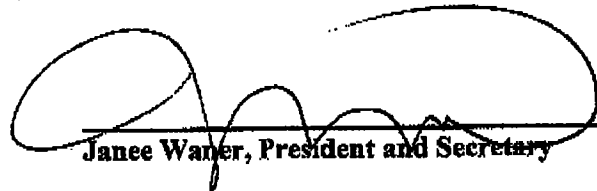
FURTHER RESOLVED, that Janee Waner, as President of the Corporation, is authorized and empowered to do or cause to be done all such acts or things and to sign or deliver, to cause to be signed and delivered, all such deeds, assignments, affidavits, documents, instruments and certificates (including, without limitation, any and all notices and certificates required or permitted to be given or made to the buyer under the terms of any of the instruments executed on behalf of the Corporation in connection with the sale of the assets), in the name and on behalf of the Corporation or otherwise, as Janee Waner in her discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing Resolution and to perform the obligations of the Corporation under all instruments executed on behalf of the Corporation in connection with the sale of the assets;

FURTHER RESOLVED, that the execution by Janee Waner of any document authorized by the foregoing Resolutions or any document executed in the accomplishment of any action or actions so authorized is (or shall become upon delivery) the enforceable and binding act and obligation of the Corporation, without the necessity of a signature

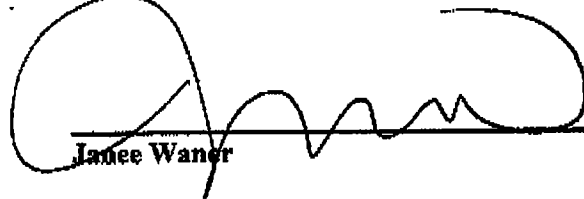
or attestation of any other officer of the Corporation or the affixing of the corporate seal;

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized to do or cause to be done such other acts or things as they may deem necessary or proper in order to carry out and fully effectuate the foregoing Resolutions.

DATED this 10th day of April, 2013.


Janee Waner, President and Secretary

SHAREHOLDERS and DIRECTORS:


Janee Waner