

11-05-1999



SHEET

To the Honorable Commissioner of Patents

101189418

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Univeristy Medical Products/USA, Inc.

Individual(s) Association
 General Partnership Limited Liability

Corporation (California)
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: The CIT Group/Credit Finance, Inc.
Internal Address: 10 South LaSalle Street
City: Chicago State: Illinois ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership _____
 Corporation-State Rhode Island
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Patent, Trademark and License Mortgage

Execution Date: September 30, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ
Attention: Tammy S. Settle
Internal Address: _____

Street Address: 222 North LaSalle Street
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 26

7. Total Fee (37 CFR 3.41) \$ 665.00

Enclosed
 Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tammy S. Settle November 4, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

11/08/1999 DNGUYEN 00000117 75681732

01 FC:481
02 FC:48E

(40.00 OP
625.00 OF)

**PATENT, TRADEMARK AND LICENSE MORTGAGE AGREEMENT
UNIVERSITY MEDICAL PRODUCTS/USA, INC.**

**SCHEDULE A
TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.
ADVANCED RETINOL-A	75/681,732
BIO-ACTIVATOR	75/632,922
BIO-ENERGIZER	75/632,921
BODY LIFT	75/364,264
BROWN SPOT LIGHTENER PATCH	75/580,020
CELLUFIRM	75/689,344
FACE LIFT	74/667,545
FAT PILL	75/541,416
HALC	75/562,089
HAND AND FOREHEAD PATCH	75/580,017
POWER PATCH	75/386,552
RETINOL-A	75/632,919
THE YOUTH PATCH	75/386,358
VITAMIN C ANTI-WRINKLE PATCH	75/386,362
YES, IT WORKS	75/588,292

PATENT, TRADEMARK AND LICENSE MORTGAGE AGREEMENT
UNIVERSITY MEDICAL PRODUCTS/USA, INC.
SCHEDULE B
TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.
EASE	2,213,286
ELASTICITY-A-DERM	2,012,783
FACE LIFT IN A JAR	1,058,861
PRIMA HYDROXY	2,049,775
THE ORIGINAL THIGH CREAM	2,148,394
THE ORIGINAL TUMMY CREAM	2,190,031
THEOFIRMA-B	2,130,912
ULTIMATE LIP EXPERIENCE	2,237,521
UNIVERSITY MEDICAL	2,012,249
UNIVERSITY MEDICAL FACE LIFT	2,242,946
YOUTH SERUM/C	2,131,210

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "**Mortgage**") made as of this 30th day of September, 1999, by University Medical Products/USA, Inc., a California corporation, having an address at 16912 Von Karman Avenue, Irvine, California 92606 ("**Mortgagor**"), in favor of The CIT Group/Credit Finance, Inc. with an office at 10 South LaSalle Street, Chicago, Illinois 60603 ("**Mortgagee**");

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement (the "**Loan Agreement**") and other related loan documents, each of even date herewith (collectively, with the Loan Agreement, the "**Loan Agreements**"), which Loan Agreements provide (i) for Mortgagee, from time to time, to extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. **Incorporation of Loan Agreements.** The Loan Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. **Mortgage of Patents, Trademarks and Licenses.** To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A** attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described

in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”);

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”);

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of Mortgagor’s business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee

that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License Material to the Mortgagor’s business is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances,

including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until all Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before all Obligations shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of all Obligations and the termination of the Loan Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants back to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents

for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate upon receipt by Mortgagor of written notice of such termination from Mortgagee, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of all Obligations and termination of the Loan Agreements, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the mortgage herein and such reassignment of the Patents, Trademarks or Licenses, as applicable, unless such termination is due to an Event of Default.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Agreements.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by

Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate for Revolving Loans.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreements have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

12. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and

instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreements have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

17. Binding Effect, Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

**UNIVERSITY MEDICAL PRODUCTS/USA,
INC., a California corporation**

By: _____

Its: _____

Agreed and Accepted as of this
30th day of Sept, 1999

THE CIT GROUP/CREDIT FINANCE, INC.

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this _____ day of _____, 1999, by _____, personally known to me to be the _____ of University Medical Products/USA, Inc., a California corporation.

See Attached

Notary Public

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Michael A. Nemeroff, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

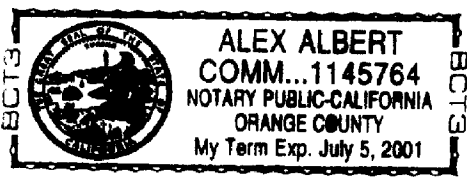
County of Orange } ss.

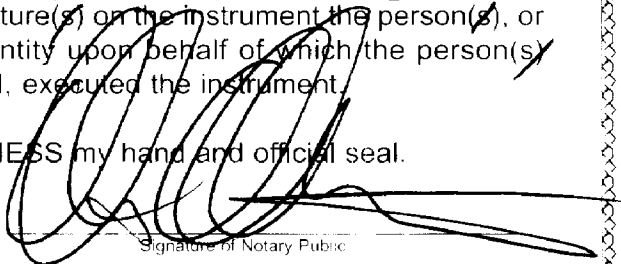
On Sept 30, 1999 before me, Alex Albert: Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Raymond Joseph Francis
Name(s) of Signer(s)

~~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.


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: Mortgage
Document Date: Sept 30, 1999 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: Raymond Joseph Francis
Individual
 Corporate Officer — Title(s): Pres. of University Medical Products/USA, Inc., a California Corporation
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

EXHIBIT A

PATENTS

NONE

EXHIBIT B
TRADEMARKS

SEE ATTACHED

UNIVERSITY MEDICAL PRODUCTS/USA, INC.

Trademark Report by Mark
Status: ACTIVE

Printed: 9/28/1999 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ADVANCED RETINOL-A							
UNITED STATES	241/224US	4/13/1999	75/681,732			PENDING	03
03 - MOISTURIZER							
BIO-ACTIVATOR							
UNITED STATES	239/224US	2/1/1999	75/632,922			PENDING	03
03 - HAIR CARE PRODUCTS, INCLUDING SHAMPOO							
BIO-ENERGIZER							
UNITED STATES	239/223US	2/1/1999	75/632,921			PENDING	03
03 - HAIR CARE PRODUCTS, INCLUDING HAIR TREATMENT							
BODY LIFT (Intent to Use)							
UNITED STATES	229/021US	9/29/1997	75/364,264			PENDING	003
003 - BODY CREAM							
BROWN SPOT LIGHTENER PATCH							
UNITED STATES	237/253US	10/30/1998	75/580,020			PENDING	003
003 - NON-MEDICATED TRANSDERMAL PATCH FOR SKIN REJUVENATION							
CELLUFIRM							
UNITED STATES	242/003US	4/23/1999	75/689,344			PENDING	05
05 - DIETARY SUPPLEMENT TAKEN INTERNALLY FOR THE REDUCTION OF CELLULITE							
EASE (Intent to Use)							
UNITED STATES	221/192US	8/27/1996	75/156,335	12/22/1998	2,213,286	REGISTERED	003
003 - COSMETICS, NAMELY, AN ANTI- WRINKLE NATURAL HORMONAL NON- MEDICATED SKIN CREAM FOR TOPICAL ADMINISTRATION TO THE BODY (U.S. CLS. 1, 4, 6, 50, 51 AND 52)							
ELASTICITY-A-DERM (INTENT)							
UNITED STATES	211/196US	3/31/1995	74/654,155	10/29/1996	2,012,783	REGISTERED	003
003 - ANTI-WRINKLE, SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, AND SUNTAN LOTIONS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52)							
FACE LIFT							
EUROPEAN UNION (CT	212/054EU	8/7/1996	317099	1/21/1999	317099	REGISTERED	3
3 - SKIN CARE PREPARATIONS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTURIZING CREAM							
JAPAN	212/054JP	8/8/1996	90558/1996			PENDING	3
3 - SKIN CARE PREPARATIONS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTURIZING CREAM							
SINGAPORE	212/054SG	8/14/1996	S/8504/96			PENDING	3
3 - SKIN CARE PREPARATIONS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTURIZING CREAM							
TAIWAN	212/054TW	8/9/1996	85039378			PENDING	3
3 - SKIN CARE PREPARATIONS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTURIZING CREAM							
FACE LIFT (Intent to Use)							
UNITED STATES	212/054US	4/27/1995	74/667,545			PENDING	003
003 - ANTI-WRINKLE, SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, AND SUNTAN LOTIONS							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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FACE LIFT IN A JAR

UNITED STATES 224/029US 5/18/1976 73/087,594 2/15/1997 1,058,861 REGISTERED 003

003 - COSMETIC SKIN CREAM PREPARATION

FAT PILL (Intent to Use)

UNITED STATES 236/145US 8/24/1998 75/541,416 PENDING 005

005 - DIET SUPPLEMENT

HALC

UNITED STATES 237/141US 9/30/1998 75/562,089 PENDING 003,005

003 - ANTI-AGING HAIR CREAM

005 - ANTI-AGING HAIR CREAM

HAND AND FOREHEAD PATCH

UNITED STATES 237/254US 10/30/1998 75/580,017 PENDING 003

003 - NON-MEDICATED TRANSDERMAL PATCH FOR SKIN REJUVENATION

POWER PATCH (Intent to Use)

UNITED STATES 230/084US 11/7/1997 75/386,552 PENDING 003

003 - DERMAL PATCH FOR SKIN REJUVENATION

PRIMA HYDROXY (Intent to Use)

UNITED STATES 214/146US 6/6/1995 74/684,978 4/1/1997 2,049,775 REGISTERED 003

003 - SKIN CREAM, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52)

RETINOL-A

UNITED STATES 239/222US 2/1/1999 75/632,919 PENDING 03

03 - HAIR CARE PRODUCTS, INCLUDING MOISTURIZER

THE ORIGINAL THIGH CREAM

UNITED STATES 211/193US 4/11/1995 74/659,227 3/31/1998 2,148,394 REGISTERED 003,005

003 - SKIN CLEANSING CREAMS, SKIN MOISTURIZERS, BODY CREAMS, AND SUN TAN LOTIONS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52)

005 - PHARMACEUTICAL PREPARATIONS FOR ADMINISTRATION TO THE BODY WHICH FIRMS AND SMOOTHES FOR THE APPEARANCE OF SLIMMER, FIRMER THIGHS, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52)

THE ORIGINAL TUMMY CREAM (Intent to Use)

UNITED STATES 211/192US 4/11/1995 74/659,709 9/15/1998 2,190,031 REGISTERED 003,005

003 - SKIN CLEANSING CREAMS, SKIN MOISTURIZERS, BODY CREAMS, AND SUN TAN LOTIONS (U.S. CLS. 1, 4, 6, 50, 51 AND 52)

005 - PHARMACEUTICAL PREPARATIONS FOR ADMINISTRATION TO THE BODY WHICH FIRMS AND SMOOTHES FOR THE APPEARANCE OF A SLIMMER, FIRMER WAISTLINE (U.S. CLS. 6, 18, 44, 46, 51 AND 52)

THE YOUTH PATCH (Intent to Use)

UNITED STATES 230/085US 11/7/1997 75/386,358 PENDING 003

003 - DERMAL PATCH FOR SKIN REJUVENATION

THEOFIRMA-B (INTENT)

UNITED STATES 211/197US 3/30/1995 74/656,264 1/20/1998 2,130,912 REGISTERED 003

003 - SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC INGREDIENT IN A COMPOSITION FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION; AND SUN TAN LOTIONS IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52)

ULTIMATE LIP EXPERIENCE (Intent to Use)

UNITED STATES 225/134US 4/29/1997 75/283,457 4/6/1999 2,237,521 REGISTERED 003

003 - NON-MEDICATED LIP BALM THAT PROTECTS, MOISTURIZERS AND PREVENTS FEATHERING

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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UNIVERSITY MEDICAL

EUROPEAN UNION (CT	216/041EU	8/7/1996	316950	2/17/1999	316950	REGISTERED	3,5
3 - SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, AND SUNTAN LOTIONS							
5 - PHARMACEUTICAL PREPARATIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION							
JAPAN	215/061JP	7/28/1994	6-75708	11/29/1996	3229135	REGISTERED	3
3 - COSMETICS, SOAPS, FRAGRANCES AND FLAVOURINGS, DENTIFRICES.							
SINGAPORE	216/041SG1	8/14/1996	S/8505/96			PENDING	3
3 - SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, AND SUNTAN LOTIONS							
SINGAPORE	216/041SG2	8/14/1996	S/8506/96			PENDING	5
5 - PHARMACEUTICAL PREPARATIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION							
TAIWAN	216/041TW1	8/9/1996	85039376	1/1/1998	790176	REGISTERED	3
3 - SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, AND SUNTAN LOTIONS							
TAIWAN	216/041TW2	8/9/1996	85039377	9/16/1997	775236	REGISTERED	5
5 - PHARMACEUTICAL PREPARATIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION							

UNIVERSITY MEDICAL (Intent to Use)

UNITED STATES	216/041US	1/28/1994	74/483,810	10/29/1996	2,012,249	REGISTERED	003,005
003 - SKIN CLEANSING AND MOISTURIZING PREPARATIONS, COSMETIC COMPOSITIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION AND SUNTAN LOTIONS IN CLS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52)							
005 - PHARMACEUTICAL PREPARATIONS FOR TOPICAL ADMINISTRATION TO THE BODY FOR LOCALIZED WEIGHT REDUCTION, IN CLS. 5 (U.S. CLS 6, 18, 44, 46, 51 AND 52)							

UNIVERSITY MEDICAL FACE LIFT (Intent to Use)

UNITED STATES	211/195US	4/11/1995	74/659,058	5/4/1999	2,242,946	REGISTERED	003
003 - NON-MEDICATED SKIN CREAM PRODUCTS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTERIZING CREAM, ALL FOR THE SALE THROUGH CHANNELS OF TRADE OTHER THAN THROUGH NETWORK DIRECT MARKETING							

VITAMIN C ANTI-WRINKLE PATCH (Intent to Use)

UNITED STATES	230/083US	11/7/1997	75/386,362			PENDING	003
003 - DERMAL PATCH FOR SKIN REJUVENATION							

YES. IT WORKS. Intent to Use

UNITED STATES	238/066US	11/13/1998	75/588,292			PENDING	003,005
003 - NON-MEDICATED SKIN CREAM PRODUCTS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM, AND MOISTURIZING CREAM							
005 - MEDICATED SKIN CREAM PRODUCTS, NAMELY, ANTI-WRINKLE CREAM, CLEANSING CREAM AND MOISTURIZING CREAM							

YOUTH SERUM/C (Intent to Use)

UNITED STATES	220/107US	5/30/1996	75/111,817	1/20/1998	2,131,210	REGISTERED	003
003 - ANTI-WRINKLE SERUM FOR FACE AND HANDS, IN CLASS 3 (U.S. CLS. 1,4, 6, 50, 51 AND 52)							

END OF REPORT

TOTAL ITEMS SELECTED = 36

EXHIBIT C

LICENSE AGREEMENTS

NONE