

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
MEDICAL PROVIDER FINANCIAL CORPORATION III		03/04/2009	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	PRIVATE LABEL COSMETICS, INC.
Street Address:	20-10 Maple Avenue
Internal Address:	PO Box 335
City:	Fair Lawn
State/Country:	NEW JERSEY
Postal Code:	07410
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	78668503	BREATHING BEAUTY
Serial Number:	78633460	POLE POSITION
Serial Number:	78630029	DREAM FINISH
Serial Number:	78630012	DREAM WEAR
Serial Number:	78629997	DREAMWEAR
Serial Number:	78629905	REVIZAMINERX
Serial Number:	78623085	NATIONAL GENECULAR INSTITUTE, INC.
Serial Number:	78622923	GENECULAR
Serial Number:	78609840	FIRMAIRE
Serial Number:	78576591	REVISIONARY
Serial Number:	78516088	AIRE FINISH
Serial Number:	78516030	THERACOVER RX
Serial Number:	78504666	UNDERCOVER BEAUTY

OP \$1265.00 78668503

Serial Number:	78486299	DREAMLINE
Serial Number:	78476702	CROSS-PIGMENT FACTOR COLOR SYSTEM
Serial Number:	78452635	RENEW DERMATOLOGY CLINICS
Serial Number:	78452160	RENEW
Serial Number:	78446419	SKIN PRIMER
Serial Number:	78416060	OXYGEN MASK
Serial Number:	78415988	OZONE
Serial Number:	78415970	MILE HIGH
Serial Number:	78415963	JET LINER
Serial Number:	78415951	STEALTH COVER
Serial Number:	78415936	SECRET WEAPON
Serial Number:	78415916	RUNWAY FINISH
Serial Number:	78415895	SUPERTONIC
Serial Number:	78415879	CLEAR SKIES AHEAD
Serial Number:	78415859	LIFTOFF
Serial Number:	78409382	MAKEOVER RADIO
Serial Number:	78405689	COMECLEAN
Serial Number:	78405662	FACEFORWARD
Serial Number:	78405641	FACEFIRST
Serial Number:	78404741	DREAMLINER
Serial Number:	78398961	PITSTOP
Serial Number:	78372692	AFFIRM FOUNDATION
Serial Number:	78369526	LYCOGEL
Serial Number:	78366270	JETSET
Serial Number:	78366243	AIRLINE
Serial Number:	78365009	FIRSTCOVER
Serial Number:	78364934	SKINFIRST
Serial Number:	78354190	KNAPP-NICOSIA
Serial Number:	78353351	GENRE
Serial Number:	78346752	DERMACIA
Serial Number:	78338002	MICRO PIGMENTS
Serial Number:	78336670	LYCO SCIENCE
Serial Number:	77244737	GENRE
Serial Number:	77333479	FRESH AND BEAUTIFUL
Serial Number:	77333447	BEAUTIFUL AND GREEN

Serial Number:	77324112	LYCO4
Serial Number:	77324104	LYCO3

CORRESPONDENCE DATA

Fax Number: (225)343-3612
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (225) 381-7035
Email: wdelaune@bakerdonelson.com
Correspondent Name: Warner J. Delaune Jr.
Address Line 1: 301 N. Main Street
Address Line 2: Suite 810
Address Line 4: Baton Rouge, LOUISIANA 70825

ATTORNEY DOCKET NUMBER:	2900536-000021
NAME OF SUBMITTER:	Warner J. Delaune
Signature:	/WARNER J. DELAUNE/
Date:	03/16/2009

Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY

Pursuant to the terms of that certain Agreement of Sale dated February 11, 2009, by and between MEDICAL PROVIDER FINANCIAL CORPORATION III, a Nevada corporation ("*Seller*"), and PRIVATE LABEL COSMETICS, INC., a New Jersey corporation ("*Purchaser*"), and in consideration of the Agreement and the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has and does hereby sell, transfer, assign, and convey to Purchaser the following:

All of Seller's right, title, interest and benefit in and to and all intellectual property as shown on the attached Schedules A-5, A-6, and A-8, related to the business known as Dermacia, Inc., a California corporation, together with the goodwill associated with the trademarks identified therein (the "Intellectual Property"), along with all income, royalties or payments due or payable with respect to the Intellectual Property as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

Seller shall provide to Purchaser and its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with: (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (3) in obtaining any additional protection for any of the Intellectual Property that Assignor reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or the European Community; and (4) in the implementation or perfection of this Assignment.

Terms used herein and not otherwise defined shall have the meaning set forth in the Agreement of Sale described above.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property effective as of March 4, 2009.

SELLER:

MEDICAL PROVIDER FINANCIAL CORPORATION III, a Nevada corporation

By: 

Name: SID M. FIELD

Title: C.F.O.

SCHEDULE "A-5"

Copyrights

(a) Any and all works of authorship, copyrights (whether or not registered with the United States Copyright Office or in other countries), registrations, applications for registration, and renewals, which are used or deemed necessary for the conduct of the Business.

SCHEDULE "A-6"

Patents and Formulas

(a) United States Patent No. 7,217,417, issued May 15, 2007, and any and all inventions of improvements related thereto;

(b) United States Patent Application No. 11/551,501 filed October 20, 2006, including claims not elected with traverse, and any and all inventions or improvements related thereto; and

(c) Any and all trade secrets, know-how, technology, processes, products, methods, techniques, formulas, inventions (whether or not patentable or reduced to practice), improvements thereto, patents, patent applications, patent disclosures, and all reissues, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations thereof, which are used or deemed necessary for the conduct of the Business.

SCHEDULE "A-8"

Trade Names

(a) Any and all URL's owned or controlled by Dermacia, Inc., including at least the following:

www.dermacia.com
www.dermacia.net
www.lycogel.com
www.affirmfoundation.com
www.lycoscience.com

(b) Any and all trade names owned by Dermacia, Inc., whether or not they have been properly filed with state authorities, including at least the following:

Dermacia
Lycoscience
Lycogel
Medici Biotech International Inc.
Affirm Foundation
Forence Henderson's Transformaire
Lycogel Complex
Lumaire
Dermesse

(c) Any and all trademarks owned by Dermacia, Inc. whether or not they are registered with the United States Patent and Trademark Office. Such trademarks include at least the following and any associated goodwill:

<u>Ser. Number</u>	<u>Word Mark</u>
78668503	BREATHING BEAUTY
78633460	POLE POSITION
78630029	DREAM FINISH
78630012	DREAM WEAR
78629997	DREAMWEAR
78629905	REVIZAMINERX
78623085	NATIONAL GENECULAR INSTITUTE, INC.
78622923	GENECULAR
78609840	FIRMAIRE
78576591	REVISIONARY
78516088	AIRE FINISH
78516030	THERACOVER RX
78504666	UNDERCOVER BEAUTY

78486299	DREAMLINE
78476702	CROSS-PIGMENT FACTOR COLOR SYSTEM
78452635	RENEW DERMATOLOGY CLINICS
78452160	RENEW
78446419	SKIN PRIMER
78416060	OXYGEN MASK
78415988	OZONE
78415970	MILE HIGH
78415963	JET LINER
78415951	STEALTH COVER
78415936	SECRET WEAPON
78415916	RUNWAY FINISH
78415895	SUPERTONIC
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78415859	LIFTOFF
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78405641	FACEFIRST
78404741	DREAMLINER
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78366270	JETSET
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78354190	KNAPP-NICOSIA
78353351	GENRE
78346752	DERMACIA
78338002	MICRO PIGMENTS
78336670	LYCO SCIENCE
77244737	GENRE
77333479	FRESH AND BEAUTIFUL
77333447	BEAUTIFUL AND GREEN
77324112	LYCO4
77324104	LYCO3

(d) Any and all trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names, corporate names, internet domain names, and any variants thereof, which are used or deemed necessary for the conduct of the Business.