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Attorney Docket No. 3200-0002.28

REEL: 011520 FRAME: 0333

	Patent and Trademark Office
RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.
 Name of conveying party(ies): Eric C. Luo Eric C. Jacobson Tsung-Min Hsu Additional name(s) of conveying party(ies) attached? Yes _X_No Nature of conveyance: Assignment Merger Security Agreement Merger Change of Name Other: Execution Date: March 19, 2001 Application numbers(s) or patent number(s): If this document is being filed together with a new apple 	 2. Name and address of receiving party(ies): Name: DERMATRENDS, INC. Internal Address: Street Address: 10130 Sorrento Valley Road, Suite A City: San Diego State: CA ZIP: 92121 Additional name(s) & address(cs) attached? <u>Yes X, No</u>
A. Patent Application No.(s) 09/738,410, filed December 14, 2000	B. Patent No.(s)
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: <u>1</u> .
Name: Dianne E. Reed, Rcg. No. 31,292 Street Address: REED & ASSOCIATES 3282 Alpine Road Portola Valley, California 94028 (650) 851-8501 Telephone (650) 851-8539 Facsimile	 7. Total fee (37 CFR 3.41): \$40.00 Enclosed Authorized to be charged to deposit account 8. Deposit Account No. 18-0580 The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 with regards to this correspondence.
 9. Statement and signature. To the best of my knowledge and belief, the foregoef the set of any set of the set of the	TOT USE THIS SPACE to one information is true and correct and any attached copy is a true copy ameliar 4/26/61
F:\Document\3200\0002\28\Assignment Cover.wpd (Rev. 8/14/97)	PATENT

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Atty Dkt No. 3200-0002.28

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Eric C. Luo, Eric C. Jacobson and Tsung-Min Hsu (hereinafter referred to as the assignors), residing at Plano, Texas, San Diego, California and San Diego, California respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in HYDROXIDE-RELEASING AGENTS AS SKIN PERMEATION ENHANCERS set forth in an application for Letters Patent of the United States, _____ having an oath or declaration executed on even date herewith; _X_ bearing Serial No. 09/738,410 and filed on December 14, 2000; and

WHEREAS, DERMATRENDS, INC., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 10130 Sorrento Valley Road, Suite A, San Diego, California 92121 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said invention and the Letters Patent to be issued thereon for the sole use and behoof of said assignee, its successors, legal representatives and assigns.

Date $\frac{3/9/200}{Date \frac{3/19/200}{Date \frac{3/19/200}{Date \frac{3/19/200}{Date \frac{3/19/200}{Date \frac{3/19/200}{Date \frac{3/19}{Date \frac{3/19}{Date \frac{3}{Date \frac{$ Date 03/19/2001 Name of Inventor

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RECORDED: 04/26/2001