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SK1001



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sheldon R. Pinnell, Mostafa M. Omar

4/19/04

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

2. Name and address of receiving party(ies)

Name: SkinCeuticals, Inc.

Internal Address: _____

Street Address: 3402 Miller Rd.

City: Garland State: TX Zip: 75041

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

9/10/03
9/23/03

Execution Date: _____

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/074,974

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lynn E. Barber

Internal Address: _____

Street Address: PO Box 16528

City: Ft. Worth State: TX Zip: 76162

6. Total number of applications and patents involved: ☒

7. Total fee (37 CFR 3.41).....\$ 40



Enclosed



Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Lynn E. Barber

Name of Person Signing

Signature

April 16, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/21/2004 EC00PER 00000021 10074974

01 FC:0021

40.00 UP

PATENT
REEL: 015229 FRAME: 0805

ASSIGNMENT

WHEREAS, we, Sheldon R. Pinnell and Mostafa M. Omar (together, the "Assignor"), have made an invention entitled OLIVE LEAF EXTRACTION METHOD AND FORMULATIONS CONTAINING OLIVE LEAF EXTRACT described in an application (hereinafter the Application) executed and filed in the United States Patent and Trademark Office on February 13, 2002, as Serial No. 10/074,974;

WHEREAS, Skinceuticals, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 3402 Miller Rd., Garland, Texas, for the benefit of itself, its successors and assigns, (the "Assignee"), is desirous of acquiring our entire right, title and interest in the invention, all inventions disclosed in the Application, the Application, and any and all Letters Patent of the United States and of all other countries including any divisional, continuation, extension, reexamination, renewal and reissue thereof which may be granted on thereon (the "Patents");

NOW THEREFORE, for good and valuable consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer to the Assignee the entire right, title and interest in and to the invention, all inventions disclosed in the Application, the Application and the Patents;

TO HAVE, HOLD AND ENJOY the invention, all inventions disclosed in the Application, the Application and the Patents assigned hereby to the Assignee for its own use and benefit to the end of the term or terms for which the Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

THE ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States and the appropriate officers of all foreign patent offices to issue the Patents to the Assignee in accordance with the terms of this instrument.

THE ASSIGNOR HEREBY further agrees to execute and sign without further consideration any other legal document, assignment and any divisional, continuation, extension, reexamination, renewal, reissue, or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in the invention, all inventions disclosed in the Application, the Application and the Patents.

THE ASSIGNOR further covenants and agrees that it will at any time upon request communicate to the Assignee or its legal representative, any facts known to it relating to the invention, all inventions disclosed in the Application, the Application and the Patents and will testify truthfully as to the same in any interference, litigation or any other proceeding related thereto when requested to do so.

AND THE ASSIGNOR does hereby covenant for the Assignor and its legal representatives that it has not assigned or granted any license to make, use or sell the invention and that it will not purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date set forth below.

Date

Sheldon R. Pinnell

STATE OF _____
COUNTY OF _____

Then personally appeared the above-named Sheldon R. Pinnell, this ____ day of _____, 2003, to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be that person's free act and deed, before me.

Notary Public

My commission expires: _____

Date

Mostafa M. Omar

STATE OF New Jersey
COUNTY OF Bergen

Then personally appeared the above-named Mostafa M. Omar, this 10th day of Sept, 2003, to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be that person's free act and deed, before me.

Notary Public

My commission expires: _____

Joan A. Tully
JOAN A. TULLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 24, 2004

AND THE ASSIGNOR does hereby covenant for the Assignor and its legal representatives that it has not assigned or granted any license to make, use or sell the invention and that it will not purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date set forth below.

9/23/03 Sheldon R. Pinnell
Date Sheldon R. Pinnell

STATE OF North Carolina
COUNTY OF Durham

Then personally appeared the above-named Sheldon R. Pinnell, this 23 day of September, 2003, to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be that person's free act and deed, before me.

Notary Public Jeanne P. Brown

My commission expires: 1-29-2008

Date Mostafa M. Omar

STATE OF _____
COUNTY OF _____

Then personally appeared the above-named Mostafa M. Omar, this _____ day of _____, 2003, to me personally known and known by me to be the person named and who executed the foregoing instrument and acknowledged the same to be that person's free act and deed, before me.

Notary Public

My commission expires: _____