

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rodan & Fields, LLC	07/17/2003
RECEIVING PARTY DATA	
Name:	Rodan & Fields Inc.
Street Address:	767 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6019749
Patent Number:	D421128
Patent Number:	D433146
Patent Number:	6296840
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Victoria Palumbo

CH \$160.00 6019749

Total Attachments: 3
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("*Assignment*"), dated as of the 17th day of July, 2003, is made by **RODAN & FIELDS, LLC**, a California limited liability company with offices at PMB 442, 6114 LaSalle Avenue, Oakland, California 94611-2802 ("*Assignor*").

WHEREAS, Assignor operates a business relating to the development and sale of "Rodan & Fields" products, including the related "Calm", "Clean", "Radiant", "Compounds" and "Details" product lines (the "*Business*").

WHEREAS, Assignor owns the entire right, title and interest in and to all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon used by Assignor in connection with the Business, whether protected, created or arising under the laws of the United States or any other jurisdiction including, without limitation, the patents and applications identified on Schedule A hereto, (the "*Assigned Patents*"); and

WHEREAS, Rodan & Fields Inc. ("*Assignee*"), Assignor and certain other persons are parties to an Asset Purchase Agreement of even date herewith (the "*Purchase Agreement*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to purchase certain assets, including the Assigned Patents, from Assignor and Assignor has agreed to assign to Assignee, among other things, all of its right, title and interest in and to any and all Assigned Patents;

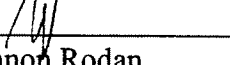
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby:

1. Assignor does hereby assign, sell, and transfer to Assignee its entire worldwide right, title and interest in and to the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Patents are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement or other unauthorized use of the rights assigned or to be assigned under this Assignment.

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2. Assignor represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.
 3. Assignor agrees to execute and deliver to Assignee any additional documents and to take such other actions as may be necessary or proper to transfer to Assignee its entire right, title and interest in and to the Assigned Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

RODAN & FIELDS, LLC

By: 
Name: Amnon Rodan
Title: Authorized Signatory

ATTESTATION OF WITNESS.

I, Steven A. Cooper, whose full post office address is 150 Spear Street, Suite 1800, San Francisco, California 94105, was personally present and did see Amnon Rodan, who is personally known to me, execute the above assignment.



Schedule A to Patent Assignment

1. U.S. Patent for APPARATUS AND METHOD FOR REMOVING MATERIAL FROM SKIN PORES, Patent No. 6,019,749; Issued: February 1, 2000, Attorney Ref: #2-13065.
2. U.S. Design Patent for SKIN PORE CLEANER, Patent No. Des. 421,128; Issued: February 22, 2000, Attorney Ref: #10-13413.
3. U.S. Design Patent for SKIN PORE CLEANER, Patent No. DES. 433,146; Issued: October 31, 2000, Attorney Ref: #15-13586.
4. U. S. Patent for MASQUE, (Based on Provo App. - #11) Patent No. 6,296,840; Issued: October 2, 2001, Attorney Ref: #16-13826.