

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rodan & Fields, Inc.	08/08/2007
RECEIVING PARTY DATA	
Name:	KPRKAR LLC
Street Address:	111 Maiden Lane
Internal Address:	Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
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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ATTORNEY DOCKET NUMBER:	63640-2
NAME OF SUBMITTER:	Christian Neville

PATENT

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Total Attachments: 3

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "**Assignment**"), dated as of August 8, 2007, is made by Rodan & Fields, Inc., a Delaware corporation ("**Assignor**") to KPRKAR LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor, together with its affiliate, The Estée Lauder Companies Inc. ("**ELC**" and, together with Assignor, "**Sellers**") had been engaged, directly or indirectly, in the business of manufacturing, marketing, distributing and selling the skin care and related products currently sold by Sellers under the "Rodan + Fields" brand name (the "**R+F Business**");

WHEREAS, Assignor owns the patents and patent applications identified on **Schedule A** hereto, (the "**Patents**");

WHEREAS, Assignee, Sellers, among others, are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "**Asset Purchase Agreement**"); and

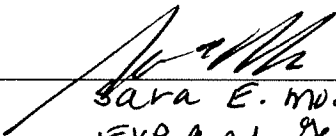
WHEREAS, pursuant to the Asset Purchase Agreement, Assignee purchased certain assets, including the Patents, from Sellers and Sellers assigned to Assignee, among other things, all of its right, title and interest in and to any and all of the Patents.

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 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 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.
2. Notwithstanding anything to the contrary, this Assignment does not create, expand or restrict any representation or warranty regarding ownership of the Patents. Such representations or warranties are created, and only created, in the Asset Purchase Agreement.
3. Upon reasonable request by Assignee and subject to the conditions of the Asset Purchase Agreement, 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 Patents, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.
4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

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, INC.

By: 
Name: Sara E. Moss
Title: EVP and General Counsel

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.