

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sun & Skin Care Research, Inc.	03/29/2012
RECEIVING PARTY DATA	
Name:	Sun & Skin Care Research, LLC
Street Address:	851 Greensboro Road
City:	Cocoa
State/Country:	FLORIDA
Postal Code:	32926
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12165919
Application Number:	12838221
CORRESPONDENCE DATA	
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Address Line 1:	1900 K Street N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	033422.00002
NAME OF SUBMITTER:	Mark. R. Kresloff (#42,766)
Total Attachments: 5 source=Patent_Assignment#page1.tif source=Patent_Assignment#page2.tif source=Patent_Assignment#page3.tif source=Patent_Assignment#page4.tif source=Patent_Assignment#page5.tif	

CH \$80.00 12165919

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Patent Assignment") is made and entered into as of this 6th day of April, 2012 (the "Effective Date"), by and between **Sun & Skin Care Research, Inc.**, a Florida corporation, with its principal office located in Cocoa, Florida (the "Assignor") and **Sun & Skin Care Research, LLC**, a Delaware limited liability company, with its principal office located in Cocoa, Florida (the "Assignee").

WHEREAS, the Assignee desires to obtain ownership of the Patent Rights (as defined below) from Assignor; and

WHEREAS, pursuant to the Contribution Agreement dated as of March 15, 2012 by and among Assignor, Assignee and the other parties thereto (the "Contribution Agreement"), Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Patent Rights (as defined below) to the Assignee; and

WHEREAS, Assignor presently owns the right, title, and interest in the invention(s), and the United States Patent Application(s) and patent(s) describing the invention(s), which are listed on Schedule A attached hereto, and all related and corresponding rights in any jurisdiction in the world (collectively, the "Patent Rights").

NOW, THEREFORE, in consideration of the above premises and the mutual agreements, provisions, and covenants contained in this Patent Assignment and the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the Patent Rights presently existing, including any related or corresponding provisional or non-provisional application embodying the inventions or any other application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all patents that may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs that may hereafter be filed for said Patent Rights in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent Rights in any country or countries and all extensions, renewals and reissues thereof, the same to be held and enjoyed by Assignee, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto; and

Assignor agrees that Assignee will hold all right, title and interest to the Patent Rights, which are for Assignee's own use and the use of its successors, legal representatives

and assigns, as fully and exclusively as the Patent Rights would have been held and enjoyed by Assignor had the assignment hereunder not been made, and Assignor shall not contest Assignee's ownership of the Patent Rights, including in any claim, action, arbitration, suit, inquiry or proceeding; and

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

Assignor hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith; and

Assignor hereby further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, without any additional consideration, any facts known to it respecting the invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid Assignee or, its successors, legal representatives and assigns, to obtain and enforce proper protection for, and take title of, the Patent Rights in all countries; and

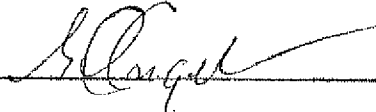
This Patent Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and other electronic means, including pdf and email.

[INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Sun & Skin Care Research, Inc., a Florida corporation

By: 

Name: Gary DeAngelo

Title: Chief Executive Officer


STATE OF FL

COUNTY OF Brevard

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ss:

I hereby certify that on this 29th day of March, 2012, personally appeared Gary DeAngelo, CEO of , a corp formed under the laws of the State of FL, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public



Acknowledged and Agreed:

ASSIGNEE:

Sun & Skin Care Research, LLC, a Delaware
limited liability company

By: 

Name: Gary DeAngelo

Title: Manager

SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT

PATENT
REEL: 028007 FRAME: 0299

SCHEDULE A

Title	Serial No./Registration No.	Filing Date	Status
Sunblock Composition with Photostabilizer and Method of Preparation	U.S. Utility Patent Application Serial No. 12/165,919 Will issue as Utility Patent Registration No. 8,153,105 on April 10, 2012.	July 1, 2008	Patent registration will issue on April 10, 2012.
Vitamin D Sunblock	U.S. Utility Patent Application Serial No. 12/838,221	July 16, 2010	Converted from a provisional application to a utility application on July 16, 2010.