

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Key Corporate Capital, Inc.		07/25/2008	CORPORATION: MICHIGAN
Keybank National Association		07/25/2008	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fujian Shuangfei Daily Chemicals Co. Ltd.		
<b>Street Address:</b>	8 N. Huancheng Road, Longwen Industrial Development Zone		
<b>City:</b>	Zhangzhou, Fujian		
<b>State/Country:</b>	CHINA		
<b>Entity Type:</b>	CORPORATION: CHINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1972617	BODY & EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(718)321-7135		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	718-321-7130		
<b>Email:</b>	info@law-gz.com		
<b>Correspondent Name:</b>	The Law Offices of Geng & Zhang PLLC		
<b>Address Line 1:</b>	39-07 Prince Street		
<b>Address Line 2:</b>	Suite 3G		
<b>Address Line 4:</b>	Flushing, NEW YORK 11354		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	The Law Offices of Geng & Zhang PLLC		
<b>Address Line 1:</b>	39-07 Prince Street, Suite 3G		
<b>Address Line 4:</b>	Flushing, NEW YORK 11354		
<b>NAME OF SUBMITTER:</b>	Ting Geng, Esq.		

OP \$40.00 1972617

**TRADEMARK**

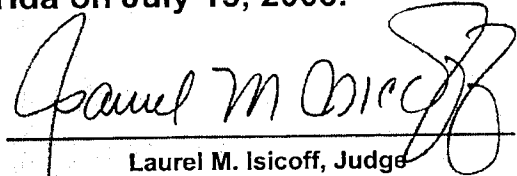
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**REEL: 003826 FRAME: 0768**

Signature:	/Ting Geng/
Date:	07/31/2008
<b>Total Attachments: 14</b> source=Court Order & Trademark Assignme#page1.tif source=Court Order & Trademark Assignme#page2.tif source=Court Order & Trademark Assignme#page3.tif source=Court Order & Trademark Assignme#page4.tif source=Court Order & Trademark Assignme#page5.tif source=Court Order & Trademark Assignme#page6.tif source=Court Order & Trademark Assignme#page7.tif source=Court Order & Trademark Assignme#page8.tif source=Court Order & Trademark Assignme#page9.tif source=Court Order & Trademark Assignme#page10.tif source=Court Order & Trademark Assignme#page11.tif source=Court Order & Trademark Assignme#page12.tif source=Court Order & Trademark Assignme#page13.tif source=Court Order & Trademark Assignme#page14.tif	



ORDERED in the Southern District of Florida on July 15, 2008.

  
Laurel M. Isicoff, Judge  
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
*Miami Division*  
www.flsb.uscourts.gov

In re:

Chapter 11

SOLAR COSMETIC LABS, INC.,  
*et al.*,

Case No. 08-15793-LMI  
(Jointly Administered)

Debtors.

**ORDER PURSUANT TO SECTIONS 105(a) AND 363 OF THE BANKRUPTCY CODE  
(i) AUTHORIZING SALE OF CERTAIN INTELLECTUAL PROPERTY RIGHTS  
RELATING TO THE "BODY & EARTH" AND "GREEN CANYON SPA" PRODUCT  
LINES FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, INTERESTS, AND  
ENCUMBRANCES AND (ii) GRANTING RELATED RELIEF**

Upon the Debtors' emergency motion dated July 3, 2008 (the "Sale Motion") for entry of an order under Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 (i) authorizing the Debtors' sale (the "Sale") of certain intellectual property rights

relating to the "Body & Earth" and "Green Canyon Spa" product lines (the "Assets") pursuant to the Asset Purchase Agreement (the "Agreement"), between Solar Cosmetic Labs, Inc., as seller, and Fujian Shuangfei Daily Chemicals Co., Ltd. (the "Purchaser"), as buyer, free and clear of all liens, claims, rights, interests and encumbrances (CP #119); and, a hearing on the Sale Motion having been held on July 14, 2008 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates and creditors, and other parties in interest; and upon the record of the Sale Hearing and all prior proceedings in these cases; and after due deliberation thereon; and good cause appearing therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES THAT:

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Motion are sections 105 and 363 of Title 11, United States Code (the "Bankruptcy Code"), and Bankruptcy Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules").

D. As evidenced by the certificates of service filed with the Court and the evidence proffered as to the urgent need to consummate a transaction in an expeditious manner, (i) timely,

adequate, and sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with sections 102(1) and 363, of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 9014, (ii) such notice was good, sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion or the Sale Hearing is or shall be required.

E. The Debtor has proven to the satisfaction of this Court good, sufficient, and sound business purposes and justifications for the Sale and the transactions contemplated by the Agreement and this Order, pursuant to section 363(b) of the Bankruptcy Code. Consummation of the transactions contemplated thereby constitute the exercise by the Debtor of sound business judgment and such acts are in the best interests of the Debtor, its estate, and creditors. Based on the proffers made by Debtors' counsel, the Court finds that the Debtor has articulated good and sufficient business reasons justifying the Sale of the Assets pursuant to sections 105 and 363 of the Bankruptcy Code.

F. The consideration provided by the Purchaser for the Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest and best offer reasonably attainable for the Assets and (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other alternative. The terms and conditions of the Agreement are fair and reasonable. Therefore, the Sale contemplated by the Agreement is in the best interests of the Debtor and its estate, creditors, and other parties in interest and is an exercise of their sound business judgment, because the entry of this Order and the approval of the Sale of the Assets, under the Agreement, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, is necessary and appropriate to maximize the value of the Debtor's estate.

G. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including (without limitation): (i) the Office of the United States Trustee; (ii) counsel to Key Bank, National Association; (iii) counsel to the Official Committee of Unsecured Creditors; (iv) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (v) all parties which, to the knowledge of the Debtors' pre-petition investment banker, Cross Keys Capital, LLC, were previously solicited as a potential acquiror of the Assets.

H. The transfer of the Assets to the Purchaser will be a legal, valid, and effective transfer of the Assets and will vest the Purchaser with all right, title, and interest of the Debtor to the Assets, free clear of all liens, claims, rights, interests and encumbrances of any kind or nature whatsoever including, but not limited to, those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtor or Purchaser interest in the Assets, or any similar rights, and (ii) (A) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, rights of setoff, demands, encumbrances, rights of first refusal, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership, and (B) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests, and matters of any kind or nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases pursuant to Chapter 11 of the Bankruptcy Code, and whether imposed by

agreement, understanding, law, equity or otherwise, including (but not limited to) claims otherwise arising under doctrines of successor liability (collectively, "Interests").

I. The Purchaser would not have submitted the offer set forth in the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Assets to the Purchaser were not free and clear of all Interests of any kind or nature whatsoever or if the Purchaser would, or in the future could, be liable for any of the Interests.

J. The Debtor may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Specifically, each entity with a security interest in the Assets particularly Key Bank, National Association has consented to its sale, is deemed to have consented to its sale, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such Interest, or the Sale otherwise satisfies the requirements of section 363(f) of the Bankruptcy Code. To that end, those non-debtor parties with claims or Interests in the Assets who did not object to the Sale Motion are deemed to have consented to such Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those non-debtor parties with claims or Interests in the Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their claims or Interests, if any, attach to the cash proceeds of the Sale with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtor possesses with respect thereto.

For all of the foregoing and after due deliberation, the Court ORDERS, ADJUDGES, AND DECREES THAT:

1. The Sale Motion is granted as modified herein.

2. The Agreement and all of the terms and conditions thereof, are hereby approved in all respects.

3. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized (i) to perform its obligations under, and comply with the terms of, the Agreement, and (ii) to consummate the sale pursuant to, and in accordance with, the terms and conditions of the Agreement.

4. The Debtor is authorized (i) to execute and deliver, and empowered to perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the provisions thereof and (ii) to take any and all further actions (a) as may be requested by the Purchaser or provided for in the Agreement for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession, the Assets and (b) as may be necessary, desirable or appropriate to the performance of the obligations as contemplated by the Agreement.

5. This Order and the APA shall be binding in all respects upon all creditors (whether known or unknown) of the Debtor, the Purchaser, all successors and assigns of the Purchaser, the Debtor and any subsequent trustee(s) appointed in any of the Debtors' Chapter 11 cases or upon a conversion thereof to Chapter 7 of the Bankruptcy Code and shall not be subject to rejection.

6. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be transferred to the Purchaser at, and subject to and conditioned upon, a closing, and upon closing shall be, free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Assets,



subject to any claims and defenses the Debtor may possess with respect thereto; provided, however, notwithstanding any other provision of this Order, Key Bank, National Association shall retain its lien on and security interest in each Asset until the time that title to such Asset shall have been transferred to the Purchaser.

7. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees, trade, and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Assets prior to the Closing, or the transfer of the Assets to the Purchaser, are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Assets, such persons' or entities' Interests.

8. The net proceeds of sale from closing shall be paid to Key Bank, National Association in accordance with the provisions of the Interim Order authorizing post-petition financing and use of cash collateral (CP #25), as extended by Orders of the Court.

9. The transfer of the Assets to the Purchaser pursuant to the Agreement does not require any consents other than as specifically provided for in the Agreement and constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Purchaser with all right, title, and interest of the Debtor in and to the Assets free and clear of all Interests of any kind or nature whatsoever.

10. If any Person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Assets shall not

have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Interests which the Person or entity has with respect to the Assets, then (a) the Debtor is authorized to execute and file such statements, instruments, releases, and other documents on behalf of the Person or entity with respect to the Assets, and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Assets of any kind or nature whatsoever.

11. The consideration provided by the Purchaser for the Assets under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

12. The consideration provided by the Purchaser for the Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

13. This Order (a) shall be effective as a determination that, on the Closing, all Interests of any kind or nature whatsoever existing as to the Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or

contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

14. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

15. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) subject to the terms and conditions of the Agreement, compel delivery of the Assets to the Purchaser or performance of other obligations of the Debtor under the Agreement, (b) compel delivery of the purchase price by Purchaser or performance of other obligations of Purchaser contained in the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, and (d) interpret, implement, and enforce the provisions of this Sale Order, provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Agreement or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

16. The transactions contemplated by the Agreement are undertaken by Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorizations provided herein to consummate the Sale shall not affect the validity of the Sale of the Assets to the Purchaser unless such authorization is

duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

17. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, their estates and their creditors; the Purchaser, and its, respective successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting an Interest in the Assets to be sold to the Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

18. The provisions of this Sale Order and the terms and conditions of the Agreement shall be binding upon, fully enforceable against, and inure to the benefit of any trustee, responsible officer, or other fiduciary appointed in any of the Chapter 11 cases under any section of the Bankruptcy Code or any applicable law. Such binding effect is an integral part of this Order.

19. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety. In the event of any inconsistency between the terms of the APA and this Sale Order, the terms of this Sale Order shall control.

20. Nothing contained in this Order shall be construed to apply to any person, governmental authority, or other entity that is beyond the jurisdiction of this Court, except as may otherwise be appropriate under applicable law.

21. The stay of orders authorizing the use, sale, or lease of property as provided for in Bankruptcy Rule 6004(g) shall not apply to this Order, and this Order is immediately effective and enforceable.

22. Section 7.1 of the Agreement is deemed to be stricken and of no force and effect. The sale of the assets, as defined in the Agreement, is "as is where is" and any provisions in the Agreement that might be interpreted to the contrary (for example, but not limited to, provisions regarding survival of representations, etc.) are superseded by the terms of this Order.

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Submitted by:

Peter E. Shapiro, Esq.  
SHUTTS & BOWEN LLP  
*Counsel for Debtors*  
200 East Broward Blvd., Suite 2100  
Fort Lauderdale, Florida 33301  
954-524-5505 (T)  
954-888-3073 (F)  
pshapiro@shutts.com

Copies to:

Peter E. Shapiro, Esq.  
*(Attorney Shapiro shall serve a copy of this Order upon all interested parties upon receipt and file a certificate of service.)*

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 25<sup>th</sup> day of July, 2008 (the "Effective Date"), by and between SOLAR COSMETIC LABS, INC. ("Assignor"), and FUJIAN SHUANGFEI DAILY CHEMICALS CO. LTD. ("Assignee");

WHEREAS, Assignor has adopted and used and is using the marks listed in Exhibits 1 and 2 ("Marks"); and

WHEREAS, Assignor wishes to assign all right, title and interest it has in and to said Marks to Assignee; and

WHEREAS, Assignee desires to acquire the Marks and the subject registrations and wishes to accept such assignment.


NOW, THEREFORE, for good and valuable consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts all possessed rights, title and interest in and to the Marks and the subject registrations on a worldwide basis, including renewal rights therein, the exclusive right to enforce and obtain registrations on a worldwide basis in the sole name of the Assignee, its successors or assigns, together with the goodwill of the business associated with the Marks, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.

IN WITNESS WHEREOF, the parties are duly authorized to and do hereby execute this Assignment as of the Effective Date:

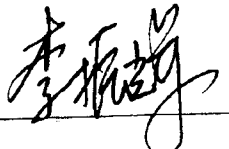
**ASSIGNOR**

SOLAR COSMETIC LABS, INC.

By:   
Name: JOHN C. CARLSEN  
Title: PRESIDENT / CEO

**ASSIGNEE**

FUJIAN SHUANGFEI DAILY CHEMICALS  
CO. LTD.

By:   
Name: \_\_\_\_\_  
Title: President

**EXHIBIT 1**

**MARK:**

1. BODY & EARTH

United States Registration Number: 1,972,617

Registered: May 7, 1996

Serial Number: 74/643201

Filed: March 7, 1995

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**EXHIBIT 2**

**MARK:**

1. GREEN CANYON SPA

United States Registration Number: 3230948

Registered: April 17, 2007

Serial Number: 78/569688

Filed: February 17, 2005

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