

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		03/09/2010	societe anonyme: FRANCE

RECEIVING PARTY DATA

Name:	Bioceutix Inc.
Street Address:	71 Stevenson Street, 22nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2498951	CELLABRASION
Registration Number:	1814638	M.D. FORMULATIONS
Registration Number:	1733914	M.D.FORMULATIONS
Registration Number:	2241493	M.D. FORMULATIONS VIT-A-PLUS
Serial Number:	76056110	BIOCEUTIX
Serial Number:	76055545	BIOCEUTIX
Serial Number:	76055565	BIOCEUTIX
Serial Number:	76405006	MD FORMULATIONS

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: kellie.weilbrenner@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square

CH \$215.00 2498951

Address Line 2: Attn: Rebecca Silberberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0031
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/10/2010

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("**Release**") is dated as of March 9, 2010, by BNP PARIBAS, as Administrative Agent ("**Assignor**"), in favor of BIOCEUTIX INC., a Delaware corporation, located at 71 Stevenson Street, 22nd Floor, San Francisco, CA 94105 ("**Assignee**").

WHEREAS, MD Beauty Inc., a Delaware corporation ("**Company**"), entered into a Credit Agreement dated as of February 18, 2005 (said Credit Agreement, as it may thereto have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with STB Beauty, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, Secured Party) pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company may from time to time have entered, into one or more swap agreements (collectively the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements were entered into (in such capacity, collectively, "**Hedge Agreement Counterparties**");

WHEREAS, Assignee executed and delivered that certain Subsidiary Guaranty dated as of February 18, 2005 (said Subsidiary Guaranty, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time being the "**Guaranty**") in favor of Assignor for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Assignee had guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 18, 2005 (said Security Agreement, as it may theretofore have been and as it may thereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Assignee, Assignor and the other grantors named therein, Assignee had created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to, the Trademark Collateral (as defined below);

WHEREAS, for good and valuable consideration, the receipt and adequacy of which were thereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to

Assignor pursuant to the Security Agreement, Assignor and Assignee entered into that certain Grant of Trademark Security Interest, dated as of February 18, 2005 (the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 25, 2005, at Reel 3035/Frame 0644; and

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest in all security interest in all of Assignee's right, title and interest in and to the following, in each case whether then or thereafter existing or in which Assignee then had or thereafter acquired an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including right acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such licenses or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Assignee, or thereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may thereafter have been issued or applied for thereon in the United States and any state thereof and in foreign countries (including without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Assignee's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Release and the Trademark Security Agreement, the term "**proceeds**" includes (a) whatever was acquired upon the sale, lease, license, exchange or other disposition of the Trademark Collateral; (b) whatever was collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Assignor is the loss payee thereof); and (f) whatever was receivable or received when the Trademark Collateral or proceeds were sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.


Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its officer thereunto duly authorized as of the 9 day of March, 2010.

ASSIGNOR:

BNP PARIBAS, as Administrative Agent

By: 
Name: **CECILE SCHERER**
Title: **Director**
Merchant Banking Group

By: 
Name: **ANGELO MAIELLO**
Title: **Vice President**
Financial Sponsors Credit Management

**SCHEDULE A TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks:

	Trademark Description	Owner	Registration Number	Registration Date
1.	CELLABRASION (To be Abandoned)	Bioceutix Inc.	2498951	10/16/01
2.	M.D. FORMULATIONS	Bioceutix Inc.	1814638	01/04/94
3.	M.D. FORMULATIONS (Stylized-Old Design)	Bioceutix Inc.	1733914	11/17/92
4.	M.D. FORMULATIONS VIT-A-PLUS	Bioceutix Inc.	2241493	04/27/99

Pending Trademarks:

	Trademark Description	Owner	Application Number	Filing Date
1.	BIOCEUTIX	Bioceutix Inc.	76/056110	05/23/00
2.	BIOCEUTIX	Bioceutix Inc.	76/055545	05/23/00
3.	BIOCEUTIX	Bioceutix Inc.	76/055565	05/23/00
4.	M.D. FORMULATIONS & Design	Bioceutix Inc.	76/405006	05/08/02