

07-09-1998

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G 10414.94-US-01

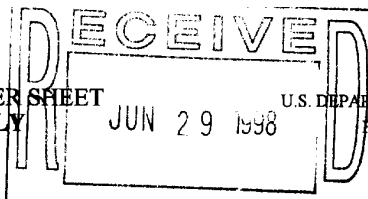


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OVER SHEET ONLY

JUN 29 1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fran Wilson Creative Cosmetics Inc.  
Suite 201  
1020 Prospect Street  
La Jolla, California 92037-4148

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation—State of New York  
 Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Minnetonka Brands, Inc. 6-29-98  
7665 Commerce Way  
Eden Prairie, Minnesota 55344

Individual(s) citizenship       Association  
 General Partnership       Limited Partnership  
 Corporation—State of Minnesota  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: April 1, 1998

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)  
1,982,871

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott W. Johnston  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 1

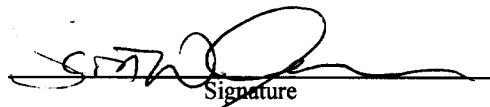
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott W. Johnston            June 26, 1998  
 Name of Person Signing      Signature      Date

07/08/1998 DMGUYEM 00000226 1962871

Total number of pages including cover sheet, attachments, and document: 2

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Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks  
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 1750 FRAME: 0092

ASSIGNMENT OF TRADEMARK

WHEREAS, Fran Wilson Creative Cosmetics Inc., a corporation organized and existing under the laws of the State of New York, having a place of business at Suite 201, 1020 Prospect Street, La Jolla, California 92037-4148 ("Assignor") has adopted and used the following mark (the "Mark"):

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUED</u>
U.S.	JELLYBEANS for cosmetics, namely, lipstick	1,982,871	June 25, 1996

WHEREAS, Minnetonka Brands, Inc., a corporation organized and existing under the laws of Minnesota, having a place of business at 7665 Commerce Way, Eden Prairie, Minnesota 55344 ("Assignee"), desires to acquire the Mark and enjoy the protection of the registration of the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, its successors and assigns all right, title and interest in and to the Mark together with the good will of the business symbolized by the Mark, and the registration of the Mark and any applications for registration.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, said Assignor, has executed and delivered this instrument as of the date set forth below.

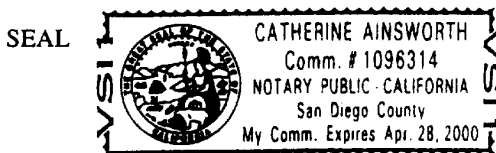
FRAN WILSON CREATIVE COSMETICS INC.

Date: 1 APRIL 1998

By: *David Leib*  
David Leib, President

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF San Diego

On this 1st day of April, 1998, before me personally appeared David Leib, known to me to be the President of the corporation described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of corporation therein named, and acknowledged to me that such corporation executed the same.



*Catherine Ainsworth*  
Notary Public