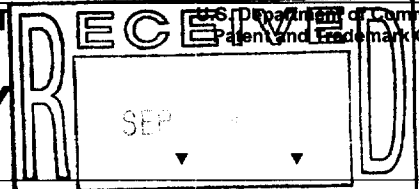


09-09-1998



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

1. Name of conveying Party(ies): Beauty Brands, Inc. **MRD 9/8/98**

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State Missouri  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: January 16, 1998

2. Name and address of receiving Party(ies)

Name: Beauty Brands Franchising Corporation

Internal Address: \_\_\_\_\_

Street Address: 4600 Madison

City: Kansas City State: MO ZIP: 64112

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Missouri  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
74/658,798; 74/658,800; 74/719,660

B. Trademark Registration No's

Additional numbers attached?  Yes  No

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

Name: David A. Roodman

Internal Address: Bryan Cave LLP  
One Metropolitan Square

Street Address:  
211 North Broadway, Suite 3600

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41):.....\$ 90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:  
02-4467 - if missing or insufficient

(Attach) duplicate copy of this page if paying by deposit account)

9. State 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.*

David A. Roodman                      *[Signature]*                      September , 1998  
 Name of Person Signing                      Signature                      Date

09/09/1998 SMITH 00000140 74658798  
**FC 581 40.00**

Total number of pages comprising this cover sheet: 5

# ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT (the "Assignment")**, dated as of January 16 1998 is by and between Beauty Brands, Inc., a Missouri corporation ("Assignor") and Beauty Brands Franchising Corporation, a Missouri corporation ("Assignee").

## RECITALS

**WHEREAS**, Beauty Brands, Inc., which prior to the date hereof was operating an ongoing and existing business, owns, has adopted, used, intends to use and is using several service marks and/or trademarks in United States of America, as set forth on the attached Schedule A (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, certain other intellectual property rights; and

**WHEREAS**, Beauty Brands Franchising Corporation as successor to the portion of the ongoing and existing business and goodwill to which the Marks pertain, desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain, and any and all other intellectual property rights owned or held by Beauty Brands, Inc.;

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Assignment.** For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under:

(a) said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks; and


(b) any and all other intellectual property of Assignor including, but not limited to, all designs, artwork, ad copy, mock-ups, story-boards, videos, ideas, inventions, discoveries, processes, methods, systems, procedures, know-how, tangible works of expression, works, copyrights, copyright applications, copyright registrations, derivative works, improvements, trade secrets, patents, patent applications, patent continuation applications, continuation-in-part patent applications, patent reissue applications, divisional patent applications, and the like, which Assignor owns as of the date of this Agreement (hereinafter "Licensor Intellectual Property"), and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of said Licensor Intellectual Property; and any other rights assigned to Assignee under this Assignment.

and whenever requested to do so by the Company, shall execute any and all applications, assignments or other instruments which the Company deems desirable or necessary in order to protect and/or confirm its rights in and to such Intellectual Property and/or interests.


2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to Licensor Intellectual Property and the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, the Licensor Intellectual Property, or other rights associated with the portion of the business to which the Marks pertain.

**WHEREFORE**, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

**BEAUTY BRANDS, INC.**

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

**BEAUTY BRANDS FRANCHISING CORPORATION**

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

State of )  
 ) SS  
County of )

On this 10 day of Feb., 1998, before me, a Notary Public in and for the City of \_\_\_\_\_ in the State of \_\_\_\_\_, personally appeared Robert Bernstein, to me known to be the President of Beauty Brands, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Rose Marie Messick  
Notary Public

My Commission Expires:  
\_\_\_\_\_

ROSE MARIE MESSICK  
NOTARY PUBLIC STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXP. DEC. 28, 1998

State of )  
 ) SS  
County of )

On this 10 day of Feb., 1998, before me, a Notary Public in and for the City of \_\_\_\_\_ in the State of \_\_\_\_\_, personally appeared Robert Bernstein, to me known to be the President of Beauty Brands Franchising Corporation and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Rose Marie Messick  
Notary Public

My commission expires:  
\_\_\_\_\_

ROSE MARIE MESSICK  
NOTARY PUBLIC STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXP. DEC. 28, 1998

**SCHEDULE A**

**United States Applications/Registrations**

<u>MARK</u>	<u>APP. NO.</u>	<u>REG NO.</u>	<u>Int'l class</u>
BEAUTY BRANDS SALON SUPERSTORE & DESIGN	74/658,798		No. 42
BEAUTY BRANDS SALON SUPERSTORE	74/658,800		No. 42
BEAUTY BRANDS SALON SPA SUPERSTORE	74/719,660		No. 42

**State Registrations**

<u>MARK</u>	<u>STATE</u>	<u>REG NO.</u>	<u>GOODS</u>
BEAUTY BRANDS	KANSAS	NONE	Retail store services in the field of cosmetics, fragrances, skin care products, toiletries, sunglasses, oils, travel cases, hair accessories, spa accessories and et al.
BEAUTY BRANDS	MISSOURI	13455	Retail store services in the field of cosmetics, fragrances, skin care products, toiletries, sunglasses, oils, travel cases, hair accessories, spa accessories and et al.

**Trade Names**

**BEAUTY BRANDS**