


M.R.D.
8-24-98

TRADEMARK



100825787

To the Honorable Commissioner: Please record the attached original documents or copy thereof.

1. Name of conveying party()

American Fragrances,] 08-24-1998

U.S. Patent & TMO/c/TM Mail Rpt Dt. #34

Individual(s) Association

General Partnership Limited Partnership

Corporation - State Illinois

Other _____

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

Name: Sundance Enterprises, Inc.

Internal Address: _____

Street Address: Rural Route 3, Box 1-1

City: Sundance State: Utah ZIP: 84604

Individual(s) citizenship _____

Association _____

Limited Partnership _____

Corporation - State Utah

Other: _____

Add'l name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

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

Execution Date: July 30, 1998

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

A. Trademark Application No.(s) 74/527,042

B. Trademark Registration No.(s) 40E

Additional numbers attached? Yes No

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

Name: Norman Zafman

Internal Address: _____

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

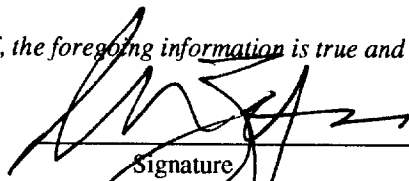
Authorized to be charged to deposit account

8. Deposit account number: 02-2666

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.

Norman Zafman  August 18, 1998

Name of Person Signing Signature Date

09/10/1998 DMSUYEH 00000193 74527042

Total number of pages including cover sheet, attachments, and document: 6

01 FC:481

48.00 DP

QUITCLAIM AND ASSIGNMENT

WHEREAS, American Fragrances Inc., a corporation formed under the laws of the State of Illinois, having a place of business at 1520 Allen Lane, St. Charles, IL, 60174 ("ASSIGNOR"), acquired, adopted and used the trademark SUNDANCE for cologne for women (the "Mark"); and

WHEREAS, ASSIGNOR, on May 16, 1994, filed an application for United States registration of the Mark for said goods, which application was assigned Serial No. 74/527,042 (the "Application"); and

WHEREAS, Sundance Enterprises, Inc., a corporation formed under the laws of the State of Utah, having a principal place of business at Rural Route 3, Box A-1, Sundance, Utah 84604 ("ASSIGNEE"), has used the mark SUNDANCE for various goods and services, including consumer goods; and

WHEREAS, ASSIGNEE has alleged that ASSIGNOR's use of the Mark infringes ASSIGNEE's trademark rights in the mark SUNDANCE, and has demanded that ASSIGNOR (i) cease use of the Mark; (ii) quitclaim to ASSIGNEE whatever rights, title or interests ASSIGNOR may have acquired in the Mark; and (iii) assign to ASSIGNEE the Application; and

WHEREAS, ASSIGNOR has agreed to comply with ASSIGNEE's foregoing demands in settlement of said claim of infringement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby quitclaim, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the entirety of whatever right, title and interest it may have acquired in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the Application for registration thereof.

ASSIGNOR hereby represents and warrants that (i) it has used the Mark solely for and in connection with cologne for women; (ii) it has granted no licenses to any other party to use the Mark for any goods or services; (iii) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in

the Mark; and (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or Application which would be breached or otherwise violated by its execution of this instrument of assignment. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Application.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Application is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized officer on the date indicated below.

American Fragrances, Inc.
("ASSIGNOR")

Dated: July 30, 1998

By: *Carol R. Van Hoise*

Carol R. Van Hoise Secretary Trademark
Printed Name and Title