

9-9-98

RECORD TF

09-17-1998

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents and Trademarks

100831037

original documents or copy thereof.

1. Name of conveying party(ies):

Solar Sense Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Florida, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Conditional Assignment

Execution Date: June 30, 1998

2. Name and address of receiving party(ies)

Name: CCA Industries, Inc.

Internal Address: Attn: Ira W. Berman

Street Address: 200 Murray Hill Parkway

City: E. Rutherford State: NJ ZIP: 07073

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1,394,585

1,394,586

Additional numbers attached? Yes No

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

Name: Ira W. Berman, Esquire

Internal Address:

Street Address: 200 Murray Hill Parkway

City: E. Rutherford State: NJ ZIP: 07073

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Ronald L. Stephenson

Name of Person Signing

[Signature]

Signature

June 30 1998

14

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Cover sheet page 1

TRADEMARK

REEL: 1788 FRAME: 0803

RECORDATION FORM COVER SHEET  
(continued)

**Continuation of Item 4:**

Trademark Registration No.(s) (continued):

1,443,776  
1,442,642  
1,762,299  
1,549,722  
1,604,251  
1,994,230  
1,750,960

Cover sheet page 2  
of 2 pages

**TRADEMARK**  
**REEL: 1788 FRAME: 0804**

## CONDITIONAL ASSIGNMENT OF TRADEMARKS

THIS CONDITIONAL ASSIGNMENT OF TRADENAMES ("*Conditional Assignment*") is executed and delivered on June 30, 1998 by SOLAR SENSE CORPORATION, a Florida corporation ("*Assignor*"), of Post Office Box 58181, Tierra Verde, Florida 33715, and CCA INDUSTRIES, INC., a Delaware corporation ("*Assignee*"), of 200 Murray Hill Parkway, E. Rutherford, New Jersey 07073, and is made with respect to the following facts:

(a) Assignor was and is, at all times material, the owner and holder of the trademarks listed on the first page of Exhibit A [collectively with (i) the further depictions thereof, including evidence of registration with the United States Patent and Trademark Office, as shown by the last nine pages of Exhibit A, (ii) to the extent relevant all applications incident thereto, and (iii) the associated goodwill, the "*Trademark Rights*"].

(b) Assignor and Assignee have entered into a license and related matters transaction, closing on or about the date hereof under that certain License Agreement dated as of May 18, 1998 (as amended at any time, the "*License Agreement*"), under the terms of which, among other matters, Assignor licenses and conditionally assigns to Assignee the Trademark Rights, and Assignor sells and Assignee purchases certain associated personal property (the "*Transaction*").

(c) As part of the Transaction, Assignor desires to conditionally assign, as provided herein, to Assignee all of Assignor's right, title and interest in and to the Trademark Rights, and this Conditional Assignment accomplishes same.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Assignor and Assignee agree as follows:

1. Recitals/Exhibits. The statements contained in the recitals of fact set forth above are true and correct, and are by this reference made a part of this Conditional Assignment. Exhibit A, composed of a total of 10 pages, is attached to this Conditional Assignment and by this reference is made a part hereof.

2. Conditional Assignment/Reassignment. Assignor does hereby assign, transfer and set over to Assignee all of Assignor's present right, title and interest in and to the Trademark Rights, subject to and conditioned upon in each instance (i) the payments of money required to be made to Assignor by Assignee under and in accordance with the License Agreement, and (ii) the performance by Assignee of all of its other obligations under and in accordance with the License Agreement. Upon any termination of the License Agreement, Assignee shall, among other matters as provided in the License Agreement, execute and deliver to Assignor such documents as shall be reasonably necessary or appropriate to surrender to Assignor all of Assignee's rights in, to and under the Trademark Rights and to reassign them unconditionally to Assignor.

3. Interpretation/Enforcement. The headings of the paragraphs in this Conditional Assignment are for convenience of reference only and do not form a part hereof. This Conditional Assignment shall be governed, construed and enforced in accordance with Florida law; provided, however, to the extent Florida law is preempted by federal law, federal law shall apply. In the event of any litigation involving this Conditional Assignment, the prevailing party shall be entitled to recover as part of any judgment or award its costs of suit, including reasonable attorneys' and

paralegals' fees, at trial and on appeal. Subject to the limitations of the License Agreement, this Conditional Assignment shall bind the successors and assigns of Assignor and Assignee, and it constitutes the entire understanding of the parties with respect to its subject matter and may not be modified except in writing.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Conditional Assignment on the day and year first written above.

SOLAR SENSE CORPORATION

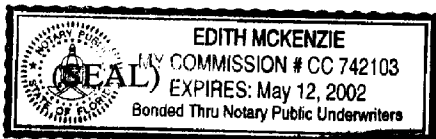
CCA INDUSTRIES, INC.

By: [Signature]  
Larry Wyss, President

By: \_\_\_\_\_  
David Edell, President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me on this 30th day of June 1998 by LARRY WYSS, the President of SOLAR SENSE CORPORATION, a Florida Corporation, on behalf of the corporation. LARRY WYSS is personally known to me, ~~or has produced (type of identification)~~ \_\_\_\_\_ as identification.



My Commission Expires:

[Signature]  
SIGNATURE  
EDITH MCKENZIE  
NAME PRINTED, TYPEWRITTEN OR STAMPED  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 1998 by DAVID EDELL, the President of CCA INDUSTRIES, INC., a Delaware corporation, on behalf of the corporation. DAVID EDELL is personally known to me, or has produced (type of identification) \_\_\_\_\_ as identification.

(SEAL)

My Commission Expires:

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
NAME PRINTED, TYPEWRITTEN OR STAMPED  
NOTARY PUBLIC