

RECORDATION COVER SHEET ATTACHMENT 4B

TRADEMARK	REG. NO.	REG. DATE
THIS IS IT	809,657	June 7, 1996
IT	1,027,139	December 16, 1975
WE HAVE IT	1,397,321	June 17, 1986
ASK FOR IT	1,397,322	June 17, 1986
YOU NEED IT	1,398,210	June 24, 1986
ENJOY IT	1,400,845	July 15, 1986
EVERYONE NEEDS IT	1,401,787	July 22, 1986
I LIKE IT	1,418,058	November 25, 1986
TRY IT YOU'LL LIKE IT	1,418,059	November 25, 1986
YOU'LL LOVE IT	1,422,453	December 30, 1986
I TRIED IT	1,422,459	December 30, 1986
DO IT	1,459,784	October 6, 1987
BLOW-IT	1,756,329	March 9, 1993
DESIGN-IT	1,840,225	June 21, 1994
FREEZE IT	1,799,001	October 19, 1993
STIFF IT	1,564,088	November 7, 1989
STIFF IT	1,638,065	March 13, 1989
ZING IT	1,655,190	September 3, 1991
SLICK IT	1,641,848	April 23, 1991

AGREEMENT

This AGREEMENT ("Agreement"), made and entered into in duplicate and effective as of the 5th day of May, 1997, between Waverly Beauty Products, Inc., a New York corporation having a place of business at 905 Albany Avenue, Amityville, New York 11701 ("Waverly") and Key Brands International, Ltd dba Key Distributors, Inc., a California corporation having a place of business at 16035 East Arrow Highway, Irwindale, California 91706 ("Key").

WHEREAS all the shares of stock of Waverly are owned by Andrew Sampino, Vincent Sampino and Anthony Sampino.

WHEREAS Waverly is the sole owner of the following trademarks (hereafter the "Waverly Trademarks") as well as certain United States registrations thereon which are as follows:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
THIS IS IT	809,657	June 7, 1966
IT	1,027,139	December 16, 1975
WE HAVE IT	1,397,321	June 17, 1986
ASK FOR IT	1,397,322	June 17, 1986
YOU NEED IT	1,398,210	June 24, 1986
ENJOY IT	1,400,845	July 15, 1986
EVERYONE NEEDS IT	1,401,787	July 22, 1986
I LIKE IT	1,418,058	November 25, 1986
TRY IT YOU'LL LIKE IT	1,418,059	November 25, 1986
YOU'LL LOVE IT	1,422,453	December 30, 1986
I TRIED IT	1,422,459	December 30, 1986
DO IT	1,459,784	October 6, 1987
BLOW-IT	1,756,329	March 9, 1993
DESIGN-IT	1,840,225	June 21, 1994

WHEREAS, Waverly and Key entered into a License Agreement effective January 1, 1989 in which Waverly exclusively licensed Key to use certain trademarks having the word "IT" therein, said trademarks which may be used by Key (hereinafter the "Key Trademarks") are as follows:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
MOUSE IT		
SCULPT IT		
FREEZE IT	\$,799,001	October 19, 1993
STIFF IT	\$,564,088	November 7, 1989
STIFF IT	\$,638,065	March 13, 1989
DE GOOP IT	\$,638,896	November 12, 1991
SPRITZER IT		
ZING IT	\$,655,190	September 3, 1991
SLICK IT	\$,641,848	April 23, 1991
SHE'S IT		
HE'S IT		
MOUSSE IT		
SCULPT IT		
SHAPE IT		

WHEREAS, Key desires to acquire the entire right, title and interest in and to said Waverly and Key Trademarks and Waverly desires to sell to Key the entire right, title and interest in and to said Waverly and Key Trademarks, including without limitation the exclusive right to use and register said Waverly and Key Trademarks throughout the world, subject to a license back to Waverly respecting the Waverly Trademarks, discussed more fully herein.

NOW, THEREFORE, in consideration of the following covenants and promises hereinafter recited and their prompt and faithful performance, the parties hereto covenant and agree as follows:

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and facsimile signatures are acceptable.

Key Distributors, Inc.

By: Lawrence Vehey
Title: President

Waverly County Products, Inc.

By: [Signature]
Title: Pres.

Read, understood and agreed to

Anthony Sarpino
Anthony Sarpino

Vincent Sarpino
Vincent Sarpino

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