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11-17-1998



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ed original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

MADAME C. J. WALKER MFG. CO., INC.
a/k/a MADAME C. J. WALKER MFG. CO.
OF INDIANA, INC.

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

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

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

Name: Vivian L. Randolph, sole owner
Internal Address: Madame C. J. Walker Enterprises, Inc.

Street Address: 2701 North College Avenue

City: Indianapolis State: IN ZIP: 46205

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

3. Nature of conveyance:

- Assignment Nunc Pro Tunc Merger
- Security Agreement Tunc Change of Name
- Other

Execution Date: October 16, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,097,133

Additional numbers attached? Yes No

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

Name: A. James Richardson

Internal Address: LOCKE REYNOLDS BOYD & WEISELL

1000 Capital Center South

Street Address: 201 N. Illinois Street

Indianapolis, Indiana 46204

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

any deficiencies in fees or credit any overpayment

8. Deposit account number:

12-1790

(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.

A. James Richardson

Name of Person Signing

7798/3

Signature

10/20/98

Date

Total number of pages comprising cover sheet: 1

NUNC PRO TUNC TRADEMARK ASSIGNMENT

I, Joyce E. Randolph, do hereby solemnly affirm that:

1. I am the same person who, in the capacity of Secretary/Treasurer of MADAME C. J. WALKER MFG. CO., INC, a/k/a MADAME C. J. WALKER MFG. CO. OF INDIANA, INC., (hereinafter "the Company") on April 24, 1986, signed a document entitled Agreement for Sale of the Exclusive Rights to the Name and Likeness of Madame C. J. Walker, a true and accurate copy of which is attached hereto (hereinafter "the Agreement").

2. On April 24, 1986, it was the intent of the Company to immediately transfer all the exclusive rights to the name and likeness of MADAME C. J. WALKER to Vivian L. Randolph (hereinafter "the Assignee") with the exception of the rights reserved under the penultimate paragraph appearing on the second page of the Agreement.

3. On April 24, 1986, it was the intent of the Company to transfer to the Assignee all the residual rights in the business including the trademark MADAME C. J. WALKER & Design, U.S. Trademark Registration No. 1,097,133 covering the trademark, and the goodwill of the business connected with the use of and symbolized by the trademark upon the occurrence of any of the events described in the paragraph bridging the second and third pages of the Agreement.

4. On or before March 3, 1992, while I was president of the Company, the Company went out of business and the Assignee assumed all continuing interest in the business including that protected by the trademark MADAME C. J. WALKER & Design, U.S. Trademark Registration No. 1,097,133 covering the trademark, and the goodwill of the business connected with the use of and symbolized by the trademark.

5. The parties to the Agreement now wish to document and confirm the assignment and sale of the trademark registration and goodwill of the business connected therewith nunc pro tunc;

NOW, THEREFORE, for and in recognition of the valuable consideration received at the time of sale, the receipt and sufficiency of which is hereby acknowledged, the Company, said MADAME C. J. WALKER MFG. CO., INC. a/k/a MADAME C. J. WALKER MFG. CO. OF INDIANA, INC., assigns, sells and conveys nunc pro tunc as of March 3, 1992, to Assignee, said Vivian L. Randolph, its entire right, title and interest in and to said trademark, said registration, and said goodwill, together with all claims for damages by reason of infringement occurring on or after March 3, 1992, with the right to sue for, and collect for, its own use and behoof, and for the use of its successors and assigns.

IN WITNESS WHEREOF, I have executed this Assignment at Marion, Ind., this 16 day of Oct., 1998.

Joyce E. Randolph
Joyce E. Randolph
Former Secretary/Treasurer and last President of
MADAME C. J. WALKER MFG. CO., INC.
a/k/a MADAME C. J. WALKER MFG. CO. OF INDIANA, INC.

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me, a Notary Public, this 16th day of October, 1998.

[Signature]
Notary Public
SHARON H. COOK
(Printed Name)

My Commission Expires: 4-21-99

Residing in Marion County

329682

**AGREEMENT FOR SALE OF THE EXCLUSIVE RIGHTS TO THE NAME AND
LIKENESS OF MADAME C. J. WALKER**

Agreement made in duplicate original at 3701 N. Forest Manor Avenue, Indianapolis, Indiana, 46218, this 24th day of April, 1986, between MADAME C. J. WALKER MANUFACTURING COMPANY, INC. a/k/a/ MADAME C. J. WALKER MANUFACTURING COMPANY OF INDIANA, INCORPORATED, hereinafter called seller, and Vivian L. Randolph, Indianapolis, Indiana, hereinafter called buyer, witness:

Whereas the term "seller" whenever utilized herein refers to the Board of Directors and authorized officers of the Madame C. J. Walker Manufacturing Company, Inc. The gender terms "his", "he", and "himself", are merely used as accommodation terminology. The terms should be treated the same as the word "seller" as utilized herein.

Whereas the term "buyer" whenever utilized herein refers to Vivian L. Randolph.

Whereas seller is engaged in business as a manufacturer in the city of Indianapolis, State of Indiana, and has agreed to sell to buyer all his rights to the name of Madame C. J. Walker for any and all legal purposes, including the establishment of beauty salons and beauty schools; production and distribution of T-shirts and other clothing bearing the Madame Walker likeness and/or logo; distribution of records, movies books and other forms of media; the manufacture and distribution of cosmetics, combs and other sundries; and any legal use deemed necessary by the buyer.

Whereas seller agrees under the terms of agreement to relinquish to buyer full ownership of the following:

All pictures and portraits of Madame C. J. Walker, the individual;

All pictures and memorabilia relating to Villa LeWaro;

Minute books for the original Madame Walker Corporation;

Old advertisement, posters and brochures from the original Madame Walker Corporation;

All pictures and portraits of the original Madame Walker facility;

All dies, molds and printing materials from the original Madame Walker Corporation;

Full rights to the use of the image and/or likeness of Madame C. J. Walker, the individual, for any and all legal purposes;

Stock certificates for the original Madame C. J. Walker Corporation;

Any and all printed material pertaining to the original Madame C. J. Walker Corporation which may be in the possession of the seller;

Any and all other memorabilia in the form of pictures, printed matter, etc. pertaining to the original Madame C. J. Walker Corporation which are presently in the seller's possession;

Any and all other memorabilia pertaining to Madame C. J. Walker, the individual which is presently in the seller's possession;

Obsolete furnishings and office equipment from the original Madame C. J. Walker Corporation, including but not limited to adding machines, comptometers and filing cabinets.

Obsolete containers, bottles and jars, whether full or empty, manufactured by the original Madame C. J. Walker Corporation prior to 1985, including but not limited to body powder, fingernail polishes, lipstick, mascara and face soap.

Obsolete containers, bottles and jars, whether full or empty, manufactured by the original Madame C. J. Walker Corporation prior to 1985 under the names of: Tetter Salve, Glossine, Double Strength Scalp Ointment, Hair and Scalp Preparation, Conditioning Creme Hairdress, Medium Glossine, Original Glossine, Temple Grower, Pomade for Men, Brilliantine, Vapoil, Wonder Pomade, Satin Tress Setting Lotion, Super Fine Face Powder, Night Cream, Satin Tress Creme Relaxer, Tan-Off, and Vegetable Shampoo,

Whereas buyer agrees to pay seller the sum of \$ 1.00 in exchange for the rights set forth herein.

Whereas buyer understands and agrees that under the terms of this sale, said buyer is prohibited from the manufacture of hair preparations bearing the name, likeness and/or logo of Madame C. J. Walker.

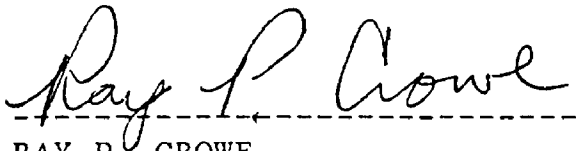
Whereas seller agrees that should he go out of business for any reason including but not restricted to bankruptcy, foreclosure or takeover, buyer shall immediately receive all formulations of the original Madame C. J. Walker

line: Hair and Scalp Preparation; Temple Salve; Scalp Ointment; Brilliantine; Conditioning Creme Hairdress; Vitamin E Super Grow; and Glossine, without the written consent of buyer.

Whereas seller agrees to furnish buyer with a copy of the resolution from the Board of Directors of MADAME C. J. WALKER, MANUFACTURING COMPANY, INC. authorizing and enforcing the terms set forth herein.

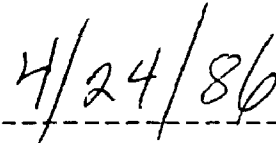
IN WITNESS WHEREOF, the parties have affixed their signatures hereto on this 24th day of April, 1986.

SELLER:

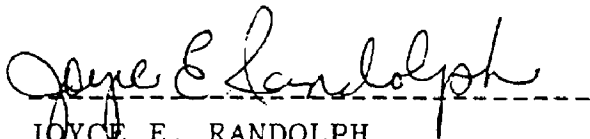


RAY P. CROWE
President

MADAME C. J. WALKER MFG. CO., INC.
a/k/a/ MADAME C. J. WALKER MFG. CO. OF INDIANA, INC.

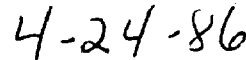


DATE



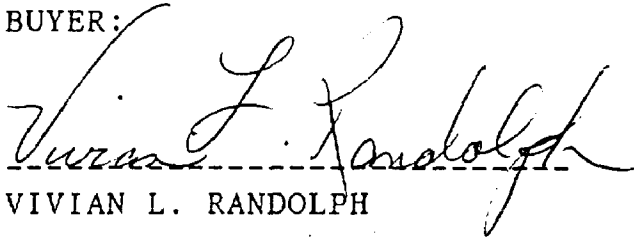
JOYCE E. RANDOLPH
Secretary/Treasurer

MADAME C. J. WALKER MFG. CO., INC.
a/k/a/ MADAME C. J. WALKER MFG. CO. OF INDIANA, INC.

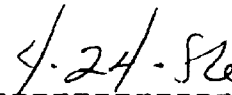


DATE

BUYER:



VIVIAN L. RANDOLPH



ENCL: 1; AS INDICATED

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, SUE ANNE GILROY, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

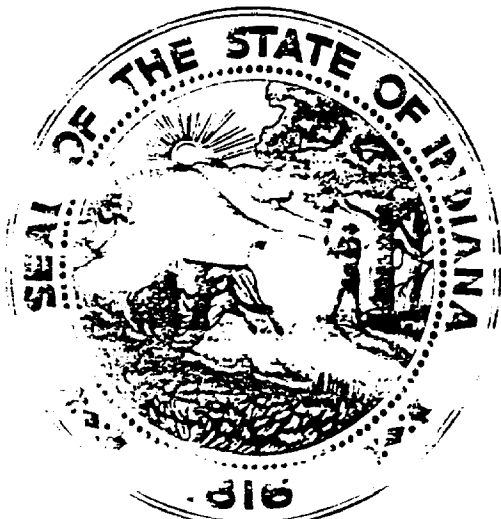
I further certify that records of this office disclose that

MADAME C.J. WALKER ENTERPRISES, INC.

has Articles of Incorporation on June 02, 1993, and is a corporation organized and existing under the laws of the State of Indiana.

I further certify this corporation has filed its most recent annual report required by Indiana law with the Secretary of State, or is not yet required to file such annual reports, and that Articles of Dissolution have not been filed.

In witness whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-first day of April, 1993.



Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

CBV
Deputy