

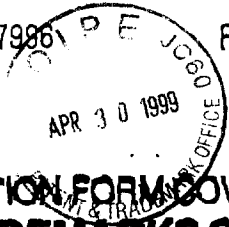
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P. 03
P. 02

05-05-1999



FORM P
(Rev. 8-1)
OMB No



TRADEMARK COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab 101029498

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

1. Name of conveying party(ies):

Straight Arrow Products, Inc.

4-30-99

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other * (see below)
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving party(ies)

Name: Eugene R. Vasko II

Internal Address:

Street Address: 17802 North 15th Ave.

City: Phoenix State: AZ ZIP: 85023

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

If applicant is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation) 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)

05/04/1999 JSHABAZZ 00000114 1709120

01 RC:481 40.00 OP
02 RC:482 25.00 OP

B. Trademark Registration No (s)

1,709,120
1,151,397

Additional numbers attached? Yes No

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

Name: Kelly Nesbet

Internal Address: Document Resources
Suite 600

Street Address: One Center Plaza
120 W. Fayette St
City: Baltimore State: MD ZIP: 21201

6. Total number of applications and registrations involved:

2

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

65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Michelle Lombini
Name of Person Signing

Michelle Lombini
Signature

April 28, 1999
Date

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

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

* Amendment to previous case cover sheet which showed interest as an assignment recorded at reel/frame: 1616/0916 which should instead be a collateral assignment

TRADEMARK
REEL: 1891 FRAME: 0540

**FIRST AMENDMENT TO STIPULATION SETTLING MOTION,
BILL OF SALE, ROYALTY AGREEMENT, SECURITY AGREEMENT,
AND COLLATERAL ASSIGNMENT OF TRADEMARKS, TRADE
NAMES AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO STIPULATION SETTLING MOTION, BILL OF SALE, ROYALTY AGREEMENT, SECURITY AGREEMENT, AND COLLATERAL ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND SECURITY AGREEMENT ("First Amendment") is made as of April 19, 1999 by and among STRAIGHT ARROW PRODUCTS, INC., a New Jersey corporation ("Straight Arrow"), EUGENE R. VASKO, II ("Vasko") and LONG HAIR, INC., an Arizona corporation ("Long Hair").

RECITALS

A. Straight Arrow, Vasko and Long Hair previously have entered into the following: i) Stipulation Setting Motion and Modification of Settlement and Purchase Agreement dated as of June 10, 1997 (the "Stipulation"); ii) Bill of Sale dated as of June 23, 1997 ("Bill of Sale"); iii) Royalty Agreement dated as of June 23, 1997 ("Royalty Agreement"); iv) Security Agreement (Trademarks, Trade Names and Other Personal Property) dated as of June 23, 1997 ("Security Agreement"); and v) Collateral Assignment of Trademarks and Trade Names and Security Agreement dated as of June 23, 1997 ("Collateral Assignment"). The Stipulation, Bill of Sale, Royalty Agreement, Security Agreement and Collateral Assignment are hereinafter referred to collectively as the "Documents."

B. All of the Documents refer to, among other things, the trademark/trade name, "Conceived by Nature." The Documents, however, erroneously list the registration number for Conceived by Nature as 964,807 rather than the correct registration number which is 964,804.

C. The parties now desire to amend each of the Documents to amend all references to the registration number of Conceived by Nature from the incorrect number to 964,804.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

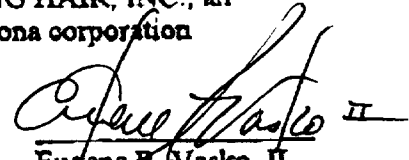
1. All references in the Documents to the registration number for Conceived by Nature shall be amended to delete the present number and to substitute in its place "964,804."

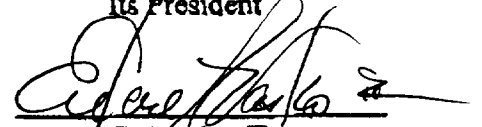
2. Straight Arrow hereby authorizes Vasko to sign on its behalf and in its place all Uniform Commercial Code financing statements and amendments, and all statements, amendments, registrations and filings to further the intent and purposes of this First Amendment and further agrees to itself execute such further instruments, documents, and statements to further the intent and purposes of this First Amendment.

3. This First Amendment may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

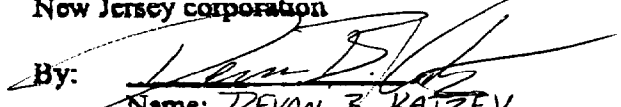
4. Except as amended herein, all terms of the Documents are affirmed and remain in full force and effect.

LONG HAIR, INC., an
Arizona corporation

By: 
Eugene R. Vasko, II
Its President


Eugene R. Vasko, II

STRAIGHT ARROW PRODUCTS,
INC., a
New Jersey corporation

By: 
Name: DEVON B. KATZEV
Its: PRESIDENT