

MAD RECO 7-12 99

07-14-1999



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patent.

and attached original documents or copy thereof.

1. Name of conveying party(ies):

SMIGEL RESEARCH CORP.

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

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

2. Name and address of receiving party(ies)

Name: ROBELL RESEARCH INC.

Internal Address:

Street Address: 635 Madison Ave 10017

City: New York State: NY ZIP: 10017

- Individual(s) citizenship, 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, Security Agreement, Other, Merger, Change of Name

Effective Date: December 1, 1988

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1244094

Additional numbers attached? Yes No

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

Name: Lanning G. Bryer

Internal Address: Ladas & Parry

Street Address: 26 West 61st Street

City: New York State: NY ZIP: 10023

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

8. Deposit account number:

n/a

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

07/13/1999 DMGUYEN 00000137 1244094

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all ok

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.

Lanning G. Bryer

Name of Person Signing

Signature

Date

99 T 03-10-20

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

6

UNITED STATES OF AMERICA

ASSIGNMENT OF RIGHTS IN COLLATERAL
TRADEMARK ASSIGNMENT AGREEMENT

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WHEREAS, SMIGEL RESEARCH CORP., a corporation organized under the laws of the State of New York, United States of America, located at 635 Madison Avenue, New York, New York 10022, United States of America, [hereinafter the "ASSIGNOR"] entered into a Collateral Trademark Assignment Agreement dated November 4, 1988, recorded at the United States Patent and Trademark on Reel 0821 Frame 295 on October 8, 1991, [hereinafter the "Assignment Agreement"] with EPILADY USA, INC. (formerly known as EPI PRODUCTS USA, INC.), a corporation organized under the laws of the State of California, United States of America, located at 2525 Ocean Park Boulevard, Santa Monica, California 90405, United States of America, in which ASSIGNOR was granted a security interest in the following Trademark Registration in the United States Patent and Trademark Office in the event of certain conditions contained in the Assignment Agreement:

SUPER SMILE No. 1244094 Dated: July 5, 1983

WHEREAS, ROBELL RESEARCH INC., a corporation organized and existing under the laws of the State of New York, United States of America, located at 635 Madison Avenue, New York, New York 10022, United States of America, [hereinafter the "ASSIGNEE"] is desirous of acquiring all of ASSIGNOR'S rights, privileges and obligations under the Assignment Agreement, including a conditional right of ownership in and to Registration No. 1244094 pursuant to the terms of the Assignment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR by these presents does sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, all right, interest, privilege and obligation held by ASSIGNOR in the Assignment Agreement, including the possible right of reversion of an ownership interest in and to the trademark SUPER SMILE and the registration thereof, together with that part of the goodwill of the ASSIGNOR'S business connected with the use of and symbolized by the said trademark.

This assignment shall be deemed to be effective as and from December 1, 1988.

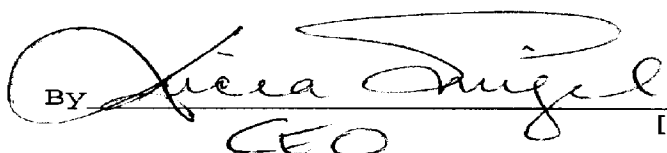
IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument this 10th day of MAY 1997.

SMIGEL RESEARCH CORP.

By  _____
Lucia Smigel
President

IN WITNESS WHEREOF, the said ASSIGNEE has hereunto executed this instrument this 10th day of MAY 1997.

ROBELL RESEARCH INC.

By  _____
CEO [Title]

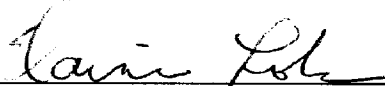
[See over for Notarial Acknowledgment] TRADEMARK

REEL: 001926 FRAME: 0849

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA]
]]
STATE OF NEW YORK] SS:
]]
COUNTY OF NEW YORK]

On this 10TH day of MAY 1999, before me personally appeared Lucia Smigel, to me known, who, being by me duly sworn, did depose and say that she is the **President** of the corporation described in the foregoing instrument; that she executed said instrument on behalf of the said corporation; that she is authorized to execute an instrument of this nature by order of the Board of Directors of the corporation.



Notary Public

ELAINE LOK
Notary Public, State of New York
No. 31-5000409
Qualified in New York County
Commission Expires August 17, ~~19~~ 2000

[Seal]

ASSIGNOR

TRADEMARK
REEL: 001926 FRAME: 0850

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA]
]
STATE OF NEW YORK] SS:
]
COUNTY OF NEW YORK]

On this 10TH day of MAY 1999, before me personally appeared LUCIA SMIGEL to me known, who, being by me duly sworn, did depose and say that he/she is the of the corporation described in the foregoing instrument; that he/she executed said instrument on behalf of the said corporation; that he/she is authorized to execute an instrument of this nature by order of the Board of Directors of the corporation.



Notary Public

ELAINE LOK
Notary Public, State of New York
No. 31-5000409
Qualified in New York County
Commission Expires August 17, ~~19~~ 2000

[Seal]

ASSIGNEE

RECORDED: 07/12/1999

TRADEMARK
REEL: 001926 FRAME: 0851