

09-10-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101141828

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

*M/MS
9/11/99*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Effective Date
Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/09/1999 DNGUYEN 00000069 1539994

FOR OFFICE USE ONLY

81 FC:481
82 FC:482

40.00 OP
250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL 001935 FRAME 0615

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,539,994"/>	<input type="text" value="1,621,862"/>	<input type="text" value="1,724,550"/>
<input type="text" value="1,761,944"/>	<input type="text" value="1,447,038"/>	<input type="text" value="1,680,759"/>
<input type="text" value="1,429,774"/>	<input type="text" value="1,430,836"/>	<input type="text" value="1,488,067"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John Burton

Name of Person Signing

Signature

9/1/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE I

GENA LABORATORIES, INC.

U.S. TRADEMARKS

<u>Mark</u>	<u>Req. No.</u>	<u>Serial No.</u>	<u>Req. Date</u>	<u>Status</u>
Perfect Feet	1794077	74-262498	09/21/93	Registered
Perfect Hands		74-649688		Allowed - Intent to Use
Nail Brite	1698542	74-199584	06/30/92	Registered (Supplemental)
Herbal Soft	1761944	74-190453	03/30/93	Registered
Pedi Ice	1680759	74-083880	03/24/92	Registered
Nail Caviar	1763915	74-024219	03/13/93	Registered
Acti-Brush	1539994	73-749739	05/23/89	Registered
Pedi Scrub	1429774	73-608011	02/24/87	Registered
Pedi Soft	1430806	73-608020	03/03/87	Registered
Pedi Fresh	1447038	73-608278	07/14/87	Registered
Gena	1621862	73-560972	11/13/90	Registered
Bite It	1724550	74-083879	10/13/92	Registered
Pedi Septic	1430836	73-607992	03/03/87	Registered
Pedi Soak	1488067	73-608022	05/17/88	Registered

TEXAS TRADEMARKS

<u>Mark</u>	<u>Req. No.</u>	<u>Serial No.</u>	<u>Req. Date</u>	<u>Status</u>
Gena	19992	TRC 00473559	03/16/57	Renewed

A JY/ING/11114010 GEN

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of June 23, 1998, made by Credit Agricole Indosuez, as Collateral Agent ("Collateral Agent"), in favor of Gena Laboratories, Inc. (the "Pledgor").

R E C I T A L S :

A. The Pledgor and Collateral Agent entered into a certain Intellectual Property Security Agreement, dated as of December 10, 1997 and recorded as to Trademarks in the United States Patent and Trademark Office on January 15, 1998 on reel 1673 in frame 0461 (the "Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Agreement), pursuant to which the Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by the Pledgor.

B. In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, the Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

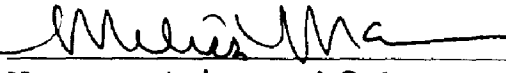
A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, the Trademarks identified on Schedule I annexed hereto and any reissues, extensions and re-examinations thereof (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Collateral shall hereby terminate and revert to the Pledgor and all right, title and interest of Collateral Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ,
as Collateral Agent

By: 
Name: Patricia Frankel
Title: First Vice President

By: 
Name: Melissa Mara
Title: Vice President

*h/w
9/7/99*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Submission Type

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Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/09/1999 DNGUYEN 00000068 75382475

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 300.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75/382,475"/>	<input type="text" value="75/371,096"/>	<input type="text" value="75/375,871"/>
<input type="text" value="75/259,615"/>	<input type="text" value="75/371,095"/>	<input type="text" value="75/604,063"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,245,140"/>	<input type="text" value="1,607,079"/>	<input type="text" value="2,201,468"/>
<input type="text" value="2,244,012"/>	<input type="text" value="2,191,496"/>	<input type="text" value="2,245,141"/>
<input type="text" value="1,804,056"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

John Burton

Name of Person Signing

Signature

9/1/99

Date Signed

SCHEDULE I

STYLING TECHNOLOGY CORP.

U.S. TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Status</u>
Wrappers		75-259615		Pending - Non-Final Office Action Mailed
Suntopia		75-259616		Pending - Published 10/21/97
Body Drench	1,607,079	73-829476	07/24/90	Registered
U.T.F.	1,804,056	74-372790	11/16/93	Registered
Sunspot Solution		75-377980		Pending - Filed 10/23/97
Natural Extract		75-377981		Pending - Filed 10/23/97
SAT		75-375871		Pending - Filed 10/20/97
ATG		75-375928		Pending - Filed 10/20/97
TAN XL		75-375935		Pending - Filed 10/20/97
Hydro Balancing Body & Skin Care		75-374219		Pending - Filed 10/16/97
Suntopia Glaze		75-371095		Pending - Filed 10/10/97
Catalyst NRG		75-371096		Pending - Filed 10/10/97
Regenerate NXS		75-371281		Pending - Filed 10/10/97
TAN FX		75-382477		Pending - Filed 10/31/97
CarboPlex		75-384316		Pending - Filed 11/04/97
Boost		75-382476		Pending - Filed 10/31/97

U.S. TRADEMARKS (Cont.)

<u>Mark</u>	<u>Req. No.</u>	<u>Serial No.</u>	<u>Req. Date</u>	<u>Status</u>
Capacity		75-379615		Pending - Filed 10/27/97
Composition 7		75-382475		Pending - Filed 10/31/97
Utopia Absolute & Design		75-208078		Pending - Non-Final Office Action Mailed
Utopia High Pressure		75-151616		Pending - Published 11/07/97
Utopia Solar Zone & Design		75-201214		Pending - Published 10/24/97
Beyond Utopia Solar Zone & Design		75-201210		Pending - Published 10/24/97
Body Drench & Design		Not yet assigned		Pending - Filed 12/03/97
Hydro Balancing & Design		Not yet assigned		Pending - Filed 12/03/97

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Req. Date</u>	<u>Status</u>
Body Drench	New Zealand	244642		Pending
	Canada	796219		Pending
	UK (Britain & Ireland)	1530817	03/26/93	Registered
	European Community	643437		Pending - Filed 10/02/97
	South Africa	97/14645		Pending - Filed 09/25/97
Suntopia	European Community	525790		Pending - Filed 05/01/97
	South Africa	97/14646		Pending - Filed 09/25/97

A JELINE 2011419 STO

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of June 23, 1998, made by Credit Agricole Indosuez, as Collateral Agent ("Collateral Agent"), in favor of Styling Technology Corporation (the "Pledgor").

R E C I T A L S :

A. The Pledgor and Collateral Agent entered into a certain Intellectual Property Security Agreement, dated as of December 10, 1997 and recorded as to Trademarks in the United States Patent and Trademark Office on January 15, 1998 on reel 1673 in frame 0536 (the "Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Agreement), pursuant to which the Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by the Pledgor.

B. In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, the Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, the Trademarks identified on Schedule I annexed hereto and any reissues, extensions and re-examinations thereof (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Collateral shall hereby terminate and revert to the Pledgor and all right, title and interest of Collateral Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ,
as Collateral Agent

By: *Patricia Frankel*
Name: Patricia Frankel
Title: First Vice President

By: *Melissa Maras*
Name: Melissa Maras
Title: vice president