

12-23-1999

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FORM PTO-108

RECORD A



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92

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OPER/INANCE

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

1. Name of conveying party(ies):

The Washington Aromatherapy of Rome
18802 72nd Ave.
South Kent, Washington 98032

- Individual(s) U.S.
- General Partnership
- Corporation
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

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

Alexander Julian, Inc.
63 Copps Hill Road
Ridgefield, Connecticut 06877

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation -North Carolina
- 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(s) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

- Merger
- Change of Name

Effective Date: October 31, 1999

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

A. Trademark Serial No.(s)

B. Trademark Registration No.(s)

(2,149,877)

Additional Numbers attached? Yes No

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

Name: James E. Rosini, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0600

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.

Jean Pelkowski
Name of Person Signing

Jean Pelkowski
Signature

12/8/99
Date

2149877

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002003 FRAME: 0198

ASSIGNMENT

This Assignment is between The Washington Aromatherapy of Rome, a corporation organized and existing under the laws of the state of Washington with a principal place of business at 18802 72nd Avenue, South Kent, Washington 98032 (hereinafter the "Assignor") and Alexander Julian, Inc, a corporation organized and existing under the laws of the state of North Carolina with a principal place of business at 63 Copps Hill Road, Ridgefield, Connecticut 06877 (hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademark COLOUR, and the United States registration therein identified as Reg. No. 2,149,877, being conveyed and all rights existing therein at common law (hereinafter referred to as the "Trademark") and in and to the goodwill of the business relating thereto; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademark, together with the goodwill of the business appertaining to and symbolized by said Trademark, and the right to recover for past infringement thereof.

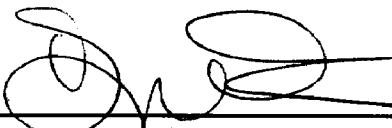
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (US\$1.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid Trademark, together with the right to sue for and recover for the past infringements and misuses thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby.

Assignor hereby represents and warrants that, to the best of its knowledge, there are no rights or interests inconsistent with the rights and interests granted herein; that Assignor will not execute, grant or transfer any rights or interests inconsistent therewith; and that Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, its successors and assigns, to enable Assignee, its successors and assigns, to perfect the title herein conveyed, and to enable such title to be recorded, to enable Assignee, its successors and assigns to file applications for registration of the said Trademark, and to allow the title to such applications to be recorded.

Assignor further covenants and agrees, in consideration of the promises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon reasonable request communicate to Assignee, its successors and assigns, any facts relating to the Trademark and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation upon reasonable request by Assignee, its successors and assigns, it being understood that Assignee will compensate Assignor for its expenses reasonably incurred in complying with said requests.

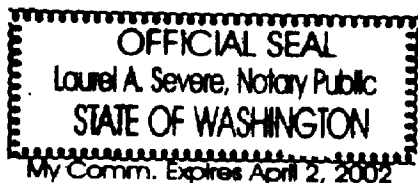
In witness whereof, the Assignor has hereunto executed this instrument this 31st day of October, 1999, by an official of Assignor duly authorized to execute such assignment.

The Washington Aromatherapy of Rome

By: 
Name: Spencer Krenke
Title: CEO

Notarial Acknowledgment:

On this 31 day of October, 1999, before me personally appeared Spencer Krenke to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.




NOTARY PUBLIC
My Commission expires: 4/2/02