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OPR/FINANCE

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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
  - Other \_\_\_\_\_
- Effective Date:  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Jeffrey L Burtch, Chapter 7 Trustee of The Cosmetic Center, Inc.

Execution Date  
Month Day Year  
12 13 1999

Formerly (Order authorizing the Chapter 7 Trustee to assign the trademarks is attached to the assignment agreement)

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other Chapter 7 Trustee of Debtor Corporation, The Cosmetic Center, Inc.

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Cosmetic Plus Secaucus, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 345 Kaplan Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Fairfield

New Jersey

07004

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New Jersey

FOR OFFICE USE ONLY

02/25/2000 DNGUYEN 00000153 1489090

01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Donald Gottheimer, President

Address (line 1) 345 Kaplan Drive

Address (line 2) Fairfield, NJ 07004

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 201-489-3000

Name David M. Kohane, Esq.

Address (line 1) Cole, Schotz, Meisel, Forman & Leonard, P.A.

Address (line 2) 25 Main Street, P.O. Box 800

Address (line 3) Hackensack, NJ 07602-0800

Address (line 4)

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

# 9

**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)**

Empty boxes for Trademark Application Number(s)

1,489,090 1,933,743  
1,336,084 1,397,290  
1,487,350

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

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.

David M. Kohane

1/7/00

Name of Person Signing

Signature

Date Signed

**SALE AND ASSIGNMENT OF TRADEMARKS AND TRADENAMES**

**THIS ASSIGNMENT OF TRADEMARKS AND TRADENAMES** (the "Assignment"), made this 13<sup>th</sup> day of December 1999, by **JEOPFREY L. BURTC**, CHAPTER 7 TRUSTEE OF THE COSMETIC CENTER, INC., a Delaware corporation ("Assignor") with an address at 8700 Robert Fulton Drive, Columbia, Maryland 21046, to **COSMETICS PLUS SECAUCUS, INC.**, a New Jersey corporation, with an address at 345 Kaplan Drive, Fairfield, New Jersey 07004 ("Assignee").

**W I T N E S S E T H:**

**WHEREAS**, The Cosmetic Center, Inc., has filed bankruptcy in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court"), Docket No. 99-888 (PJW); and

**WHEREAS**, on September 17, 1999, Jeffrey L. Burtch, Esq. was appointed Chapter 7 Trustee for The Cosmetic Center Chapter 7 Estate; and

**WHEREAS**, Assignor is the owner of certain trademarks (the "Trademarks") and certain tradenames (the "Trade Names"), all of which are more fully set forth on Exhibit A attached hereto and made part hereof (collectively, the Trademarks and the Trade Names are referred to herein as the "Intangible Property"); and

**WHEREAS**, Assignor wishes to sell, and Assignee wishes to purchase, all of Assignor's right, title and interest to the Intangible Property; and

**WHEREAS**, Assignor pledged the Trademarks set forth on Exhibit A as collateral under a certain Loan and Security Agreement dated October 31, 1996 (the "Loan Agreement") by and between Bankamerica Business Credit, Inc. ("Bankamerica") and Assignor; and

**WHEREAS**, Assignor has satisfied all amounts due under the Loan Agreement and represents that Bankamerica's lien has been released; and

**WHEREAS**, Assignor must deliver the Intangible Property free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363 (b), (f) and (m); and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereto, the parties agree as follows:

1) Consideration and Assignment. Upon the receipt of the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS in immediately available funds (the "Consideration"), Assignor shall assign, set over and transfer with and to Assignee all of Assignor's right, title and interest to:

(a) the Trademarks, together with the goodwill of the business in which the Trademarks are used (or that part of the goodwill of the business connected with the use and symbolized by the Trademarks) and the application or registration thereof; and

(b) the Trade Names, and the application or registration thereof;

free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(b), (f) and (m). This Assignment shall be deemed automatically effective without further acknowledgment upon receipt by Assignor of the Consideration, and after entry of a court order approving this Assignment.

2) "As Is." Assignor and Assignee acknowledge that the Assignment and sale of the Intangible Property is subject to higher and better offers and is sold "as is" and "where is."

3) Subject to Court Approval. Assignor and Assignee acknowledge and agree that this Assignment is subject to approval of the Bankruptcy Court and entry of an order, in a form acceptable to Assignee, from the Bankruptcy Court.

4) Assignor's Representations. Knowing that Assignee has not conducted lien searches, and that Assignee is relying on the representations made herein, Assignor represents and warrants that:

(a) All amounts due to Bankamerica by Assignor including amounts due under Bankamerica's Loan Agreement, and any amounts due any party who loaned money to the Cosmetic Center during the bankruptcy case have been satisfied in full, and all liens against the Trademarks have been released and are of no force and effect; provided, however, that in the event that a lien has not been released, Assignor shall take all necessary steps to have said lien released;

(b) Except for the lien previously held on the Trademarks by Bankamerica, and any party who loaned money to the Cosmetic Center during the bankruptcy case pursuant to 11 U.S.C. §364, Assignor has not assigned,

conveyed, sold, transferred, mortgaged, licensed, hypothecated, pledged, collateralized, encumbered, or otherwise taken any steps to affect Assignor's ownership rights in, or ability to sell, assign or transfer, the Intangible Property;

(c) That to the best of Assignor's knowledge, the Intangible Property does not infringe on any copyright, patent, license or other ownership right or interest of any other person or entity.

(d) That to the best of Assignor's knowledge, Assignor owns all of the right, title and interest to the Intangible Property and no other parties hold or possess any legal, equitable or possessory interests therein.

(e) The registrations of the Trademarks and the filings for the Trade Names are current and have not expired.

5) Jurisdiction. This Assignment and Assignor's and Assignee's rights, liabilities, duties and disabilities hereunder shall be governed and construed in accordance with the laws of Delaware or, where applicable, Federal bankruptcy law. Assignee consents to the jurisdiction of the United States Bankruptcy Court for the District of Delaware in any action brought to enforce any of the rights granted to the Assignor hereunder. Assignee waives the right to trial by jury.

6) Use of Trade Names during Liquidation. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that Hilco/Great American Group shall have the continued right to use the Trade Names while attempting to liquidate Assignor's furniture, fixtures and equipment through private sale or public auction.

7) Execution of Additional Documents. Assignor represents, warrants and agrees to execute or to cause the execution of any and all certificates, documents or filings reasonably needed to effectuate this Assignment, including but not limited to the execution of assignment forms (a) for the Trademarks for filing in the U.S. Patent and Trademark Office; and (b) for the Trade Names in the appropriate state and/or county filing offices. Assignee will prepare all such forms at its sole cost and expense.

8) Severability. A determination that any portion of this Assignment is unenforceable or invalid shall not affect the

enforceability or validity of any other portion of this Assignment or any other provision hereto.

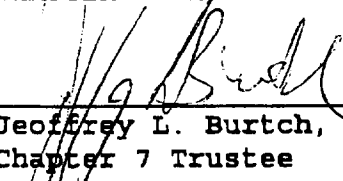
9) The Parties agree that this Sale and Assignment is subject to the terms and conditions of the motion filed by the Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day and year first above written.

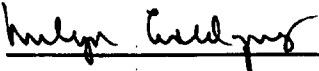
ATTEST/WITNESS:


Ganda Carter

**ASSIGNOR:**  
THE COSMETIC CENTER, INC.,  
CHAPTER 7 DEBTOR

By:   
Jeffrey L. Burtch,  
Chapter 7 Trustee

**ASSIGNEE:**  
COSMETICS PLUS SECAUCUS, INC.



By:   
Donald Gottheimer, President

**ACKNOWLEDGEMENT**

STATE OF Delaware )

COUNTY OF New Castle )

SS:

I certify that on December 13, 1999, Jeffrey L. Burtch, personally came before me and acknowledged that:

- 1) he executed the foregoing instrument; and
- 2) he executed the foregoing instrument as Chapter 7 Trustee of The Cosmetic Center, Inc. the entity described therein, by virtue of the authority granted to him by the U.S. Bankruptcy Court.

Gail Price  
Notary Public

**GAIL S. PRICE**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires Oct. 11, 2002

STATE OF New Jersey )

COUNTY OF Essex )

SS:

I certify that on 12/2/99, 1999, Donald Gottheimer personally came before me and acknowledged that:

- 1) he executed the foregoing instrument as President of Cosmetics Plus Secaucus, Inc., the corporation described therein;
- 2) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

**MELVYN GOLDZWEIG**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 3, 1995  
2000MS

Melvyn Goldzweig  
Notary Public

EXHIBIT A

INTANGIBLE PROPERTY

<u>TRADEMARKS</u>	<u>Registration #</u>	<u>Registration Date</u>
The Cosmetic Center	1,498,090	July 26, 1988
A Beautiful Way To Save	1,336,084	May 14, 1988
Weapon	1,487,350	May 10, 1988
BINY-BINY	1,933,743	Nov. 7, 1995
Courtney Brooke	1,397,290	June 17, 1992

TRADE NAMES

The Cosmetic Center, Inc.  
The Cosmetic Center  
The Cosmetic Center and Salon  
The Cosmetic Center & Salon  
Courtney Brooke  
BINY BINY  
Michele Dumonde



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re	)	Chapter 7
	)	
THE COSMETIC CENTER, INC.,	)	Case No. 99-888 (PJW)
a Delaware corporation,	)	
	)	
Debtor.	)	

**ORDER AUTHORIZING THE SALE AND ASSIGNMENT  
OF CERTAIN INTANGIBLE PROPERTY**

The Court FINDS and ORDERS that:

1. The Chapter 7 trustee has filed a motion for an order authorizing the sale and assignment of certain Intangible Property to Cosmetics Plus Secaucus, Inc. (the "Motion").
2. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§157 and 1334 and 11 U.S.C. §363; this is a core proceeding under 28 U.S.C. §157(b)(2).
3. Appropriate notice of the Motion has been given pursuant to Fed. R. Bankr. P. 2002.
4. One objection, by PSFI, was filed. PSFI argues that the domain names "COSMETICENTER.COM" and "THECOSMETICENTER.COM" are not property of the estate.
5. To avoid the need to litigate the issues raised by the PSFI objection, the Trustee has amended the Motion as follows:
  - a. The consideration of \$15,000.00 is reduced to \$12,750.00.
  - b. The Sale and Assignment Agreement attached to the Motion as Exhibit A will be revised to exclude the two domain names stated above, which are referenced in the Agreement, and which are also referenced in the PSFI objection.
6. Cosmetics Plus Secaucus, Inc. agrees with all of the amendments stated in paragraph 5 above.

7. As amended herein, the relief requested is in the best interests of the Chapter 7 estate, and its creditors.

8. The Motion as amended is GRANTED. ~~Because the amended motion does not attempt to sell the property that is the subject of the PSFI objection, the PSFI objection is moot.~~

9. The Trustee is authorized to enter into the revised Sale and Assignment agreement.

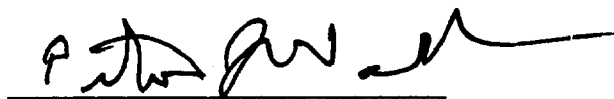
10. Presently, the Trustee holds \$15,000.00 in an escrow account. The Trustee is authorized to transfer \$12,750.00 to his general account in this Chapter 7 case upon execution of the revised Sale and Assignment agreement. Upon consummation of the sale, the remaining \$2,250.00 will be returned to Cosmetics Plus Secaucus, Inc.

11. Cosmetics Plus Secaucus, Inc. is found to be a good faith purchaser which has negotiated with the Trustee at arms length and is paying fair value for the Intangible Property pursuant to 11 U.S.C. § 363(b) and (m).

12. The sale of the Intangible Property, which is all the property described in the revised Sale and Assignment agreement will be made free and clear of all existing liens, claims, interests, and encumbrances pursuant to 11 U.S.C. § 363(f) with all liens, claims, interests and encumbrances to attach to the proceeds of the sale.

13. The Trustee reserves his rights to argue that the estate has legal and equitable interest in the domain names that are the subject of the PSFI objection. *PSFI reserves its rights, claims and interests in the domain names that are the subject of its objection*

Dated: Wilmington, Delaware  
November 29, 1999



The Honorable Peter J. Walsh  
Chief United States Bankruptcy Judge