

03-24-2000



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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
- Other

Effective Date
Month Day Year
09/24/99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
09/24/99

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

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.)

Citizenship/State of Incorporation/Organization

03/23/2000 VBROWN 00000097 051315 1874468

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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: 002039 FRAME: 0361

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)

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.

Mara Ambrose



February 16, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement effective September 24, 1999 is by and between Inventory Management Systems, L.P., ("IMS") a New York limited partnership having a principal place of business at 1636 Third Avenue, Suite 215, New York, New York 10128, and Stila Cosmetics, Inc. ("Stila"), a Delaware corporation, having a place of business at 2801 Hyperion Avenue, Studio 102, Los Angeles, California 90027.

WHEREAS, IMS is the owner of the trademark "STILL" (hereinafter referred to as "The Mark") for perfume, cologne, toilet waters and body powder (hereinafter referred to as "IMS Products"), including federal registration No. 1,874,468 thereon and the goodwill of the business associated with and symbolized by that mark.

WHEREAS, Stila is in the business of manufacturing, distributing and selling cosmetics products and is interested in purchasing from IMS all of its rights, title and interest in and to the Mark, including the federal registration thereon and the goodwill thereof.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. IMS represents that:
 - a. it owns and has all the legal and beneficial rights in the Mark, including Registration No. 1,874,468 thereon and the goodwill associated therewith;

b. to the best of IMS's knowledge, no other person has any rights in or to the Mark and no other person has any option to purchase or acquire any interest in the Mark or claims any interest in the Mark;

c. and, to the best of its knowledge, there is no encumbrance or lien on the Mark which would in any way prevent Stila from exercising a full right of ownership in the Mark.

2. IMS hereby assigns to Stila, and its successors and assigns, its entire right, title and interest in the Mark throughout the world, including Registration No. 1,874,468, any applications for registration or registrations of the Mark in any country, including any renewal registrations resulting therefrom and any renewal thereof, together with all goodwill of the business associated with and symbolized by the Mark together with the right to sue for and collect damages for past infringement of said Mark.

3. Stila agrees, that immediately following the execution of this Agreement by IMS, Stila shall pay to IMS the 1) sum of \$20,000 as consideration for the Mark and 2) six hundred dollars to Eaton & Van Winkle, IMS's counsel for legal services rendered in connection with this transaction;

4. IMS agrees to perform, from time to time upon the request of and at the expense of Stila, any affirmative acts necessary to obtain and record and invest in Stila the rights herein conveyed.

5. IMS and Stila agree that, any and all prior agreements between them or their predecessors in interest relating to the Mark or the "Stila" mark shall be considered null and void.

6. This Agreement constitutes and contains the entire Agreement and understanding between the parties and supersedes and replaces any and all prior Agreements, written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by

their authorized officers or agents as of the date written above.

INVENTORY MANAGEMENT SYSTEMS, L.P.

By MARK L. GOLDSMITH, INC.
General Partner

By: Mark L. Goldsmith
Mark L. Goldsmith, President

STILA COSMETICS, INC.

By: Jeanine Lobell
Name: Jeanine Lobell

Title: President & CEO

(STILAAGR)