


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

**ION FORM COVER SHEET
TRADEMARKS ONLY**

10-13-00

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 at Reel # _____, Frame # _____
- Corrective Document at Reel # _____, Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- License
- Nunc Pro Tunc Assignment (Effective Date (m/d/y): _____)
- Other: _____

Conveying Party

Mark if additional names of conveying parties attached

Name:
1. Markland Labs, Ltd.

Execution Date (m/d/y):
1. October 6, 2000

- Individual, citizenship _____
- General Partnership
- Limited Partnership
- Corporation, state _____
- Association
- Other: Partnership

Receiving Party

Mark if additional names of conveying parties attached

Name: J.F. Labs, Inc.
Address: 1335 West 47th Street, Chicago, Illinois 60609

- Individual, citizenship _____
- General Partnership
- Limited Partnership
- Corporation, state Illinois
- Association
- Other:

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to overage 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, DC 20231

Domestic Representative Name and Address (Enter for the first receiving party only.)

Name:

Address:

Correspondence Name and Address

Area Code and Telephone Number: (703) 739-4900
Attorney Docket No.: T04204US00/TPS

Thomas P. Sarro
LARSON & TAYLOR LLP
1199 N. Fairfax Street
Suite 900
Alexandria, Virginia 22314

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

2

Trademark Application Number(s)

Trademark Registration Number(s)

1,414,674

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

1

Fee Amount for Properties Listed (37 CFR 3.41) (\$40 for first, \$25 for each additional)

\$40.00

Method of Payment:

- Check enclosed.
- Charge Deposit Account No. 12-0555
- Please charge Deposit Account No. 12-0555 for any additional fees that may be required, or credit any overpayments to same.

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.

Brewster Taylor

Name of Person Signing



Signature

10/13/2000

Date Signed

ASSIGNMENT

WHEREAS, **MARKLAND LABS, LTD.**, a Tennessee partnership, composed of Joan E. Markland and H. Stacy Clayton, with a principal place of business located at 1927 Vanderhorn, Memphis, Tennessee 38134, and Joan E. Markland and H. Stacy Clayton, separately, adopted and used marks and trade dress including the words "NEW LIFE" for beauty care and cosmetic products and the mark "NEW LIFE CURLS" for beauty care and cosmetic products, which is registered in the United States Patent and Trademark Office as follows:

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Goods/Services</u>
NEW LIFE CURLS	1,414,674	10/28/86	Hair Conditioner

WHEREAS, **J.F. LABS, INC.**, an Illinois corporation with principal offices located at 1335 W. 47th Street, Chicago, Illinois 60609, is desirous of acquiring said mark and the registration of NEW LIFE CURLS."

1. **ASSIGNMENT.** NOW, THEREFORE, for the sum of \$5,000.00 and other good and valuable consideration, receipt of which is hereby acknowledged, said **MARKLAND LABS, LTD.** and Joan E. Markland and H. Stacy Clayton do hereby assign unto the said **J. F. LABS, INC.** all right, title and interest in and to the said marks together with the good will of the business symbolized by the marks, and the above-identified registration of "NEW LIFE CURLS," and together with all rights of action, claims for damages, profits and costs, and all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations or associations by reason of any infringement upon said marks.

2. **EXCLUSIVE RIGHTS.** **MARKLAND LABS, LTD.** and Joan E. Markland and H. Stacy Clayton hereby represent and warrant that to the best of their knowledge and belief no other person, firm, corporation or association has the right to use the above-identified marks and trade dress for beauty care and cosmetic products.

3 **AGENCY.** **MARKLAND LABS, LTD.** hereby appoints **J. F. LABS, INC.** its true and lawful attorney-in-fact, with full power of substitution in the name of **MARKLAND LABS, LTD.** and stand but for the benefit of **J. F. LABS, INC.** to take any and all steps (including proceeding at law, in equity or otherwise at the cost and expense of **J. F. LABS, INC.**), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid trademarks, trademark registration, and trademark interests and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto (at the cost and expense of **J. F. LABS, INC.**), **MARKLAND LABS, LTD.** hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. **COVENANT NOT TO COMPETE.** The undersigned partnership and partners agree that subsequent to this Assignment they will not in any way, directly or indirectly, manage, operate, control, accept employment or a consulting position with, or otherwise advise, assist, or be connected with, or directly or indirectly own or have any other interest in or right with regard to any enterprise that is in competition in any manner with the business of **J. F. LABS, INC.** or its affiliates. Violation of this agreement not to compete will enable the assignee **J. F. LABS, INC.** to bring legal action for an injunction, actual damages, consequential damages, punitive damages and costs, including reasonable attorney's fees, together with a claim for reimbursement and refund of all monies paid to the Assignor under this Agreement. This covenant shall terminate three (3) years from the date of this Agreement.

5. **ADDITIONAL ASSIGNMENT.** The undersigned, J. Pat Belew, likewise assigns, transfers, conveys and quit claims all of his right, title and interest, if any, in and to the name, trademark and trade dress "New Life" and "New Life Curls" to **J. F. LABS, INC.**

IN WITNESS WHEREOF, the undersigned have executed this assignment by its duly authorized officer and its seal affixed hereto as of this 6th day of Oct, 2000.

**ASSIGNOR:
MARKLAND LABS, LTD.**

Date 10-6-2000

BY: Joan E Markland
JOAN E. MARKLAND
Partner

Date 10-6-2000

BY: H. Stacy Clayton
H. STACY CLAYTON
Partner

Date 10-6-2000

BY: J. Pat Belew
J. PAT BELEW, individually

Date 10-6-2000

BY: Joan E Markland
JOAN E. MARKLAND
As an individual

Date 10-6-2000

BY: H. Stacy Clayton
H. STACY CLAYTON
As an individual

Date 10-6-2000

**ASSIGNEE:
J. F. LABS, INC.**

BY: Alison Shi