

11-15-2000

Docket No.:



101515916

Tab settings

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Shiara Holdings, Inc.

11-6-00

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 26, 2000

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

Name: CCA Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: 200 Murray Hill Parkway

City: East Rutherford State: NJ ZIP: 07073

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

Cherry Vanilla, 7470473  
Vision, 75051939  
Sunset Cafe, 74604151  
Cloud Dance, 75113124

Additional numbers

B. Trademark Registration No.(s)

Cherry Vanilla, Reg. No. 2,053,657  
Vision, Reg. No. 2,056,361  
Sunset Cafe, Reg. No. 2,205,934  
Cloud Dance, Reg. No. 2,204,265

Yes  No

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

Name: Ira W. Berman, Esq.

Internal Address: \_\_\_\_\_

Street Address: CCA Industries, Inc.

200 Murray Hill Parkway

City: East Rutherford State: NJ ZIP: 07073

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

IRA W. BERMAN

Name of Person Signing

Ira W. Berman

Signature

Oct 31, 2000

Date

Total number of pages including cover sheet, attachments, and

## TRADEMARK ASSIGNMENT

This Assignment ("**Assignment**") is made as of October 26, 2000 (the "**Effective Date**") by Shiara Holdings, Inc., an Illinois corporation ("**Assignor**") to CCA Industries, Inc., a Delaware corporation ("**Assignee**").

### RECITALS

**A.** Assignor is the owner of trademarks and registered trademarks with the United States Patent and Trademark Office set forth on attached and incorporated Attachment A, (herein collectively referred to as the "**Trademarks**").

**B.** Assignor now desires to transfer to Assignee all its rights, titles and interests in the Trademarks.

### CLAUSES

**1. Consideration/Grant of Rights to Trademarks.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.

**2. Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademarks as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.

**3. No Retained Rights.** Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

**4. Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

**5. Notices.** All notices concerning this Assignment shall be given in writing, as follows: (i) by actual delivery of the notice into the hands of the party entitled to receive it, in

which case notice shall be deemed given when delivered; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed given four (4) days from the date of its mailing; (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given on the date next succeeding the date of its transmission; or (iv) by facsimile or other telephonic or fiber optic transmission of written characters resulting in hard copy being received by the notified party, in which case the notice shall be deemed given as of the date it is sent. All notices which concern this Assignment shall be addressed as follows:

To Assignor:

To Assignee:

Shiara Holdings, Inc.  
61 East Elm Street  
Chicago, Illinois 60611  
Attn: Ms. Mary Ellen Shipp

CCA Industries, Inc.  
200 Murray Hill Parkway  
East Rutherford, New Jersey 07073  
Attn: Ira Berman, Esq.

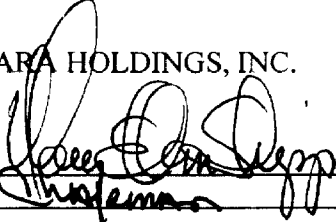
6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties, which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument, which concerns or affects the subject matter of this Assignment.

7. **Amendments.** No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument, which both parties sign.

8. **Applicable Law.** The laws of the State of Illinois shall govern all aspects of this Assignment. The parties shall submit all disputes which arise under this Assignment to state or federal courts located in Chicago, Illinois for resolution.

9. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

10. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

SHIARA HOLDINGS, INC.  
  
By:   
Its: \_\_\_\_\_

CAA Industries, Inc.  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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SHIARA HOLDINGS, INC.

CAA Industries, Inc.

By:  
Its:

By: X  
Its:

*Ira W. Berman*  
*Ch. Adg Director*

**Attachment A**

**Trademarks**

Cherry Vanilla

(U.S. Patent & Trademark Office Reg. No. 2053657, Reg. April 15, 1997)

Cloud Dance

(U.S. Patent and Trademark Office Reg. No. 2204265, Reg. November 17, 1998)

Sunset Café

(U.S. Patent and Trademark Office Reg. No. 2205934, Reg. January 1, 1997)

Vision

(U.S. Patent and Trademark Office Reg. No. 2056361, Reg. April 22, 1997)

All common law rights the Assignor has in the following:

Mandarin Vanilla

Amber Musk