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



101521345

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other

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

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002179 FRAME: 0748

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)		
<input type="text" value="75919952"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

William P. Matthews

10/17/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (this "Assignment") is entered into this 29 day of September, 2000, by and between AYMIE BERKELY, an individual residing at 9478 E. Cortez, Scottsdale, Arizona ("Assignor") and BEAUTYFIRST, INC., a Kansas corporation, with its principal place of business at 4727 S. Emporia, Wichita, Kansas ("Assignee").

WHEREAS, Assignor, is the owner and user of the trademark "URBAN ESSENTIALS" (the "Mark"), an application for which has been made with the United States Patent and Trademark Office on February 6, 2000, as **Application Serial No. 75/919952** (the "Application"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Asset Agreement") of even date hereof, wherein Assignor agreed to assign the Mark and Application to Assignee by this Assignment;

WHEREAS, Assignee has certain payment obligations under the Asset Agreement, and Assignee has agreed to grant to Assignor a security interest in the Mark and Application to secure such obligations.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

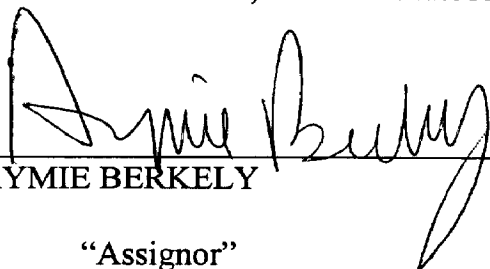
1. Assignment. Assignor does hereby sell, assign, and transfer unto Assignee the entire right, title and interest in and to the said Mark, together with the goodwill of the business symbolized by the Mark, and the Application thereof, subject to the security interest retained by Assignor pursuant to Section 5 hereof. Assignor hereby assigns and transfers to Assignee all income, royalties, damages, and payments now or hereafter due or payable with respect thereto and in all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment.

2. Warranties. Assignor warrants to Assignee that it is the sole and present owner of the said Mark and Application, and Assignor and has good title to the Mark and Application, free of any claims or encumbrances of any party whatsoever. Assignor warrants that she has not made any previous assignments of the Mark or the Application thereto.

3. Further Assurances. Assignor shall do all other further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) to execute any documents that may be required or would be convenient and to fully cooperate with Assignee in applying for and securing Assignee's rights in the Mark and registration(s) thereto in all legal jurisdiction in which Assignee seeks to protect such rights and secure such registrations. Without limiting the generality of the foregoing: (a) Assignor shall promptly execute and deliver all proper documents presented to Assignor for signature by Assignor to enable Assignee to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registrations that may be issued or granted thereon, to Assignee, including the certificate(s) of registration issued for the Mark; and (b) Assignor will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

4. USPTO. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Certificates of Registration for the Mark to Assignee of the entire right, title, and interest in and to the same, for Assignee's sole use and benefit; and for the use and benefit of Assignee's legal representatives, successors, and assigns, for the full term and any extensions and renewals of the same, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

5. Security Interest. In order to secure the payments of all Assignee's obligations under the Asset Agreement, Assignee hereby grants to Assignor a purchase-money security interest in and to the Mark and the goodwill of the business symbolized by the Mark together with the Application and any resulting registrations, renewals, and extensions thereto (the "Collateral"), and any proceeds from the sale thereof. The security interest granted by Assignee hereunder shall be first and prior to the security interests of all other parties Time is of the essence of this Agreement. Assignee warrants that as of the date hereof, Emprise Bank of Wichita, Kansas, is the only creditor of Assignee with any security interest that could potentially include the Mark once the Mark is owned by Assignee. Assignee shall obtain a subordination letter from Emprise Bank wherein Emprise Bank will disclaim any rights superior to Assignor in the Mark. Assignee warrants that as of the date hereof, Wichita, Kansas is the location of Assignee's principal place of business and chief executive office. Assignee shall be in default hereunder in the event Assignee defaults in making any payment to Assignor when due beyond the expiration of any applicable cure periods, or fails to comply with any of the terms or conditions hereof beyond the expiration of any applicable cure periods, or in the event any warranty or representation by Assignee herein, or in any written statement furnished in connection herewith, is misleading or false in any material respect, or if insolvency, bankruptcy, reorganization, or any other proceedings seeking relief under federal or state bankruptcy, reorganization, or Assignees' relief laws are instituted by or against Assignee, or if Assignee makes a general assignment for the benefit of creditors, or in the event of loss, theft, damage, destruction, sale, or encumbrance of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon, or upon the dissolution, termination of existence, insolvency, cessation of normal business operations, or business failure of Assignee. In the event insolvency, bankruptcy, reorganization, or any other proceedings seeking relief under federal or state bankruptcy or Assignee's relief laws are instituted by or against Assignee, or in the event Assignee makes a general assignment for the benefit of creditors, Assignor may proceed immediately to enforce payment of the same and to exercise any and all rights afforded by the Uniform Commercial Code, as now in effect and as hereafter amended, or under the laws of any state in which any part of the Collateral is then located. Upon any other default, Assignor may, at its option, proceed immediately to enforce payment of all sums owing to Assignor by Assignee and to exercise any and all rights afforded by the Uniform Commercial Code, as now in effect and as hereafter amended, or afforded by the laws of any other state in which any part of the Collateral may then be located. Any notice of sale, disposition, or other intended action by Assignor sent to Assignee at the address specified above, or at such other address of Assignee as may from time to time be shown on Assignor's records, at least ten business days before such action, shall constitute reasonable notice to Assignee.


AYMIE BERKELY
"Assignor"

By: PATRICK NEVILLE
Name: _____
Its: PRESIDENT

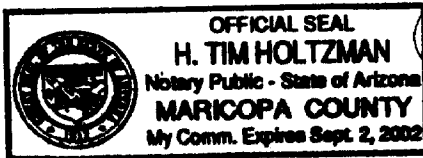
ACKNOWLEDGEMENTS

STATE OF Arizona)
) ss:
COUNTY OF maricopa)

On this 29 day of September, 2000, before me appeared AYMIE BERKELY, the person who signed this instrument, who acknowledged that she signed it as her free act for the purposes set forth herein.

My Commission Expires:
Sept 2 2002

H. Tim Holtzman
Notary Public



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this ~~29~~ ^{3rd} day of ~~September~~ ^{October}, 2000, before me appeared Patrick Neville the President of BEAUTYFIRST, INC., the person who signed this instrument, who acknowledged that he/she signed it as her free act for the purposes set forth herein.

My Commission Expires:
4-22-2003

Holly Harrington
Notary Public

