

04-25-2001



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O'CONNOR CAVANAGH

The Law Offices of
O'Connor, Cavanagh, Anderson, Killingsworth & Beshears
A Professional Association

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Donald J. Lenkszus
602-263-2676

November 3, 1997

MRD
11-7-97

ASSIGNMENT BRANCH
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Trademark Registration for UTOPIA SOLAR ZONE & DESIGN
Serial No.: 75/201,214
File Date: November 30, 1996

Dear Sir/Madam:

Enclosed please find a redacted copy of an Asset Purchase Agreement, wherein Creative Styling Technologies has assigned intellectual property rights, including ownership of the mark "UTOPIA SOLAR ZONE & DESIGN," to Styling Technologies Corp. Please record this assignment of trademark ownership rights as follows:

CORRESPONDENT: Donald J. Lenkszus
O'Connor, Cavanagh, Anderson, Killingsworth & Beshears
One East Camelback Road, Suite 1100
Phoenix, Arizona 85012

75/201,214

OWNER: Styling Technology Corp. (Delaware corporation)
2390 East Camelback Road, Suite 435
Phoenix, Arizona 85016

APPLICANT: Styling Technology Corp. (Delaware corporation)
2390 East Camelback Road, Suite 435
Phoenix, Arizona 85016

The appropriate filing fee of \$40.00 is enclosed. Thank you.

Sincerely yours,

Donald J. Lenkszus

11/17/1997 JSW:RAZZ 00000036 75201214
01 FC:481 40.00 DP

DJL/cag
Enclosures
PSTYLING531114348 001

One East Camelback Road, Suite 1100 • Phoenix, Arizona 85012 • Telephone 602-263-2400 • Fax 602-263-2900
Phoenix • Tucson

TRADEMARK
REEL: 002234 FRAME: 0976

ASSET PURCHASE AGREEMENT

AGREEMENT dated as of March 17, 1997, between STYLING TECHNOLOGY CORPORATION, a Delaware corporation ("Buyer"), CREATIVE LABORATORIES, INC., a Minnesota corporation ("Seller").

RECITAL

A. Seller develops, produces, markets, and distributes an exclusive line of tanning products, which are marketed under the brandname "Utopia" (the "Utopia Products"), to beauty distributors and tanning salons in the United States and worldwide (the "Business"). Seller owns all of the assets and properties relating to or used in connection with the Business, as represented by the attached Bill of Sale.

B. Buyer desires to acquire, and Seller desires to transfer, certain of the assets, properties, rights, and goodwill of Seller upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the parties hereby agree as follows:

[REDACTED]

(c) All of Seller's intellectual property rights that are owned by or licensed to Seller, including, without limitation, all patents and applications therefor, know-how, unpatented inventories, trade secrets, packaging styles and methods, business and

marketing plans, ideas for products or production developed by or on behalf of Seller, copyrights and applications therefor, trademarks and applications therefor, service marks and applications therefor, trade names and applications therefor, and all names, logos, and slogans used by Seller related to Utopia Products (the "Intellectual Property"), including the Intellectual Property set forth in Schedule 1(c) attached hereto and including any other Intellectual Property transferrable by Seller relating to Utopia Products. Attached to Schedule 1(c) are copies of all such business and marketing plans, license agreements, copyrighted materials, trademarks, and trade names, and patents and all applications therefor relating directly or indirectly to Utopia Products. The parties acknowledge and agree that Seller makes no representations or warranties as to any Intellectual Property and that Seller and Buyer have negotiated an allowance for legal expenses involved in resolving certain Intellectual Property issues as is more specifically described in paragraph 4(d) below.

[REDACTED]

(e) All right, title and interest owned by Seller in and to the name "Utopia" and any and all names associated with any Utopia Products sold by Seller at any time within the preceding twenty-four (24) months, and any derivations thereof (the "Names").

[REDACTED]

4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows.

(a) **Due Incorporation, Good Standing, and Qualification.** Seller and each of its subsidiaries is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation with all requisite corporate powers and authority to own, operate, and lease its assets and properties and to carry on its business as now being conducted.

(b) **Corporate Authority.** Seller has the corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of Seller has duly authorized the execution, delivery, and performance of this Agreement. No other corporate proceedings on the part of Seller, including approval of shareholders, are necessary to authorize the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby. This Agreement has been duly executed and delivered by, and constitutes a legal, valid, and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(c) **No Violation.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate or result in a breach by Seller or any of its subsidiaries of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to, (i) any provision or restriction of any charter, bylaw, loan, indenture, or mortgage of Seller or any of its subsidiaries, or (ii) any provision or restriction of any lien, lease agreement, contract, instrument, order, judgment, award, decree, ordinance, or regulation or any other restriction of any kind or character to which any assets or properties of Seller or any of its subsidiaries is subject or by which Seller or any of its subsidiaries is bound, except as indicated on the attached Schedule 4(c).

(d) **Intellectual Property.** To the extent that Seller owns the rights to use all packaging, logos, trademarks, trade names, trade secrets, fictitious names, service marks, patents and copyrights that are used in or necessary to develop, produce, market, and distribute all Utopia Products, said rights are being transferred to Buyer herewith.

[REDACTED]

As such, the parties acknowledge that all such Intellectual Property rights are being transferred "as is" without representation or warranty by Seller, except as expressly set forth herein. Schedule 1(c) hereto sets forth a true, complete and correct list of all of the Intellectual Property owned or used by Seller. To the best of Seller's knowledge, none of the matters covered by the Intellectual Property relating to the Transferred Assets, nor any of the products or services sold or provided by Seller relating to the Transferred Assets, nor any of the

processes used or the business practices followed by Seller relating to the Transferred Assets, infringes or has infringed upon any trademark, trade name, trade secrets, fictitious name, service mark, patent, or copyright owned by any person or entity (or any application with respect thereto), or constitutes unfair competition. To the best of Seller's knowledge, Seller is not obligated and following the Closing Buyer will not be obligated as a result of any act of Seller to pay any royalty or other payment with respect to any of the Intellectual Property. To the best of Seller's knowledge, no person or entity is producing, providing, selling, or using products or services that would constitute an infringement of any of the Intellectual Property.

[REDACTED]

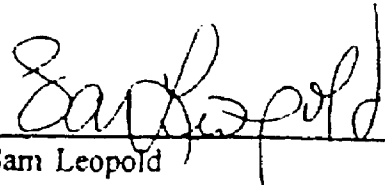
(g) **Title to Properties.** Seller has good and marketable title to all of the Transferred Assets. The Transferred Assets are subject to no mortgage, indenture, pledge, lien, claim, encumbrance, charge, security interest or title retention or other security arrangement.

[REDACTED]

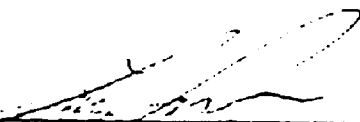
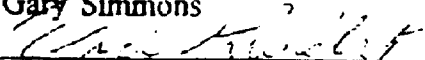
[PAGES 5 THROUGH 13 REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


STYLING TECHNOLOGY CORPORATION

By: 
Sam Leopold
Chairman of the Board and CEO


CREATIVE LABORATORIES, INC.

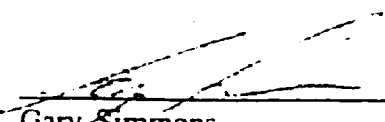
By: 
Gary Simmons
Its: 

CREATIVE LABORATORIES, INC.

By: 
Dale Simmons
Its: President

PRINCIPAL SHAREHOLDERS
(only as to obligations as "Principal Shareholders" as defined above):


Dale Simmons


Gary Simmons

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